

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

COPY



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

Regular Meeting -- Wednesday, March 1, 2006

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, March 1, 2006

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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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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.

Absent -- Alderman Murphy.

Call To Order.

On Wednesday, March 1, 2006 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Flores, Haithcock, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, M. Smith, Stone -- 39.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

The Reverend David Bunch, Associate Pastor of Gospel Way Covenant Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE CHICAGO
POLICE OFFICER ERIC SOLORIO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Chicago Police Officer Eric Solorio.

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, All of Chicago will remember the too-short life of Chicago Police Officer Eric Solorio (Star Number 13609) with pride and sadness; and

WHEREAS, On January 17, 2006, Officer Solorio and another officer were making a traffic stop when their car hit ice and crashed into a tree. Officer Solorio suffered severe spinal injuries. Despite a valiant struggle, he died twenty-six days later; and

WHEREAS, In his three-and-a-half years with the Chicago Police Department, the twenty-six year old Officer Solorio, a member of the elite Targeted Response Unit, was recognized as an exceptional performer and a star on the rise; and

WHEREAS, Despite growing up in a tough neighborhood in modest surroundings, Officer Solorio had his priorities in order, and he turned his back on the lure of gangs, instead focusing on what he could do to help others; and

WHEREAS, Officer Solorio graduated from Archbishop Quigley Preparatory Seminary, then studied at Saint Joseph College Seminary on the campus of Loyola University Chicago, and later enrolled in the university's premedical program before making the career choice to become a police officer; and

WHEREAS, On February 16, 2006, Officer Solorio received a full honors funeral at Holy Cross Catholic Church on the city's south side, and his star number will be retired as a sign of honor and respect; and

WHEREAS, During the funeral, Officer Solorio was awarded a posthumous Bachelor of Arts degree from Loyola University Chicago, which he was to receive in the Spring of 2006; and

WHEREAS, Officer Solorio will be forever remembered as a man with indomitable spirit, a heart of gold, courage and determination; and

WHEREAS, Officer Solorio is survived by his mother, Amelia; and his siblings, Rosa, Richelle and Richard; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby honor the life and memory of Chicago Police Officer Eric Solorio, who daily put his life on the line to fight crime and protect the citizens of Chicago, and we extend our deepest condolences and most heartfelt sympathies to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the late Officer Eric Solorio as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Flores, Lyle, Balcer, Cárdenas, Solis, Ocasio, Mitts, Carothers, Reboyras and Suarez, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and offered the prayers of his own family and the condolences of the people of Chicago to the family of Police Officer Eric Solorio. Observing that the career of Officer Solorio was tragically short but distinguished, Mayor Daley declared that the officer's success was predicated upon the values taught and nurtured by his family. The absence of Officer Solorio will leave a void in many lives, Mayor Daley continued, for whether as a son, brother, friend or what became for him his extended family -- the Chicago Police Department, Officer Solorio was loved and appreciated. Mayor Daley then left the Mayor's rostrum and strode to the Commissioners' gallery where he extended his personal condolences to the family of Police Officer Eric Solorio and presented them with a parchment copy of the memorial resolution.

Rules Suspended -- CHICAGO FIRE DEPARTMENT LIEUTENANT
JOSEPH KISH HONORED FOR HEROIC LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Lieutenant Joseph Kish of the Chicago Fire Department and his exemplary conduct during the events of January 25, 2006.

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 early afternoon of January 25, 2006, Lieutenant Joseph Kish of the Chicago Fire Department's 2nd District was off duty and doing volunteer repair work at his son's school, Saint Jerome School on the 2800 block of South Princeton, when a woman told him that a building one block north was on fire; and

WHEREAS, Lieutenant Kish immediately went to the scene to find a three-story apartment building, with fire and heavy smoke blowing out of the third floor front window. Realizing that the residents were in desperate peril, he started up the exterior stairwell leading to a locked and unused second floor door. After repeatedly kicking with all his strength at the deadbolt lock, Lieutenant Kish slammed off one of the hinges, allowing him to remove the door and proceed; and

WHEREAS, After calling 9-1-1 on his cell phone and stating that he was about to venture deeper into the burning building, Lieutenant Kish climbed the stairs to the third floor, where he encountered another locked door, which he forced open; and

WHEREAS, Jolted into action by the noise of Lieutenant Kish's efforts, numerous residents grabbed their children and fled from the lower floors to the safety of the outdoors. As the residents ran outside, Lieutenant Kish heard them yelling to each other in Chinese. He tried to determine whether anyone remained in the burning building, but none of the residents spoke English; and

WHEREAS, Realizing that he had only himself to rely on, Lieutenant Kish continued with his rescue efforts, crawling through a front room that was by now totally engulfed in flames. His years of training and experience told him that the rear bedrooms of the apartment were where the occupants would likely be found, so he pressed on; and

WHEREAS, Entering the first bedroom, Lieutenant Kish found a fifty year old man, disoriented by fear and stumbling aimlessly in an effort to escape. He steered the man to a rear exit door and directed him to continue downstairs. Lieutenant Kish tried to talk to the man to find out if others remained in the building, but again was thwarted by the language barrier; and

WHEREAS, Plunging back into the inferno, Lieutenant Kish quickly searched the remaining rooms but found no other victims. At this point he realized that he must exit before he, too, became trapped by the raging fire. As he was coming out of the front doorway, he was met by arriving firefighters from Engine 8 and Truck 4. Lieutenant Kish reassured them that all the residents had been evacuated, then helped to direct the efforts to attack the fire; and

WHEREAS, Lieutenant Kish showed exceptional valor in battling his way into a burning building without any protective gear, breathing apparatus or hose line support. His bravery is even more remarkable in that he had returned to active duty just two days earlier as a result of injuries he recently sustained in a west side blaze; injuries so severe that Lieutenant Kish had needed months of medical treatment and skin grafts; and

WHEREAS, Lieutenant Kish, acting in the highest traditions of the Chicago Fire Department, displayed the courage, quick thinking and selflessness that exemplify Chicago firefighters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby congratulate Lieutenant Joseph Kish of the Chicago Fire Department on his dramatic and effective rescue; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Joseph Kish, and placed on permanent record in his personnel file, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, Carothers and Mell, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 gratitude and appreciation to off-duty Fire Department Lieutenant Joseph Kish for his heroic, life-saving rescue. Citing the rescue as representative of the heroic yet often unrecognized actions of the city's uniformed services, Mayor Daley hailed Lieutenant Kish for his quick thinking, selflessness and valor. After recognizing the presence in the visitors' gallery of the family and friends of Lieutenant Joseph Kish, Mayor Daley invited Lieutenant Kish to the Mayor's rostrum where he conveyed his personal gratitude and presented him with a parchment copy of the congratulatory resolution.

Referred -- AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY
OF COLLATERALIZED SINGLE-FAMILY MORTGAGE REVENUE
BONDS, SERIES 2006 TO PROVIDE FUNDING FOR
QUALIFIED HOME PURCHASE MORTGAGES
FOR LOW- AND MODERATE-INCOME
PERSONS AND FAMILIES.

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

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of 2006 single-family mortgage revenue bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DECLARATION OF INTENT FOR ISSUANCE OF CITY
OF CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS
ON BEHALF OF CERTAIN DEVELOPERS FOR
CONSTRUCTION OF RESIDENTIAL HOUSING
FOR LOW- AND MODERATE-INCOME
PERSONS AND FAMILIES.

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

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith ordinances authorizing declarations of intent to issue mortgage revenue bonds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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COMMUNICATIONS, ETC.

70977

Referred -- AUTHORIZATION FOR EXECUTION OF NEIGHBORHOOD
INVESTMENT PROGRAM AGREEMENTS WITH NEIGHBORHOOD
HOUSING SERVICES OF CHICAGO, INC. AND
LOCAL INITIATIVES SUPPORT CORP. FOR
ADMINISTRATION OF 119TH/I-57 AND
119TH/HALSTED TAX INCREMENT
FINANCING/NEIGHBORHOOD
IMPROVEMENT FUNDS.

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

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of agreements with Neighborhood Housing Services and the Local Initiatives Support Corp. regarding the administration of T.I.F./N.I.P. funds.

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 63RD/ASHLAND TAX INCREMENT
FINANCING 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

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the 63rd/Ashland Project Area T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 1 TO GREATER
SOUTHWEST INDUSTRIAL CORRIDOR (EAST) TAX
INCREMENT FINANCING REDEVELOPMENT
PROJECT AND PLAN.

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

3/1/2006

COMMUNICATIONS, ETC.

70979

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing Amendment Number 1 to the Greater Southwest Industrial Corridor T.I.F. Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CONVEYANCE OF CITY-OWNED PROPERTIES TO,
AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH AND WAIVER OF CERTAIN PERMIT
FEES FOR RESURRECTION HOMES, L.L.C.
UNDER NEW HOMES FOR
CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing financial assistance and property conveyances for Resurrection Homes, L.L.C. in conjunction with the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF EXCHANGE PLACE L.L.C. AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR REHABILITATION
OF PROPERTY AT 2920 -- 2926 EAST 79TH STREET.

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

March 1, 2006.

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

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COMMUNICATIONS, ETC.

70981

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 Exchange Place L.L.C. regarding property located at 2920 -- 2926 East 79th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INDIVIDUAL
PROJECT AGREEMENTS WITH VARIOUS ENTITIES
FOR PUBLIC WORKS INFRASTRUCTURE
IMPROVEMENTS FOR YEAR 2006.

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

March 1, 2006.

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 infrastructure project agreements for 2006.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT TO YEAR 2006 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARD TO DEPARTMENT OF PUBLIC HEALTH.

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

March 1, 2006.

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.

3/1/2006

COMMUNICATIONS, ETC.

70983

Referred -- AUTHORIZATION FOR SALE AND REDEVELOPMENT
OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

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

March 1, 2006.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 11 TO CLYBOURN/
OGDEN REDEVELOPMENT PLAN AND AUTHORIZATION FOR
ACQUISITION OF PROPERTY AT 200 WEST 85TH
STREET FOR USE BY DEPARTMENT OF
TRANSPORTATION TO FACILITATE
TRAFFIC FLOW.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the acquisition of property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
EXECUTION OF AGREEMENT WITH NEW VISION DEVELOPMENT
CORPORATION FOR SALE AND REDEVELOPMENT OF
LAND WITHIN GARFIELD PARK COMMUNITY.

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:*

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COMMUNICATIONS, ETC.

70985

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 1, 2006.

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 amending the terms of a sale of property to New Vision Development Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH APPROVED
CONVEYANCE OF VARIOUS CITY-OWNED PROPERTIES TO
AND AUTHORIZED WAIVER OF CERTAIN FEES FOR
MR. BENJAMIN VAN HORNE, MR. DALE MARK
AND MR. DANNY MARK.

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

March 1, 2006.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending a previously passed ordinance regarding the Green Line Condominiums Project under the City Lots for City Living Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Mr. Edmund W. Kantor, Deputy 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 DIRECT ACCESS BONDS,
SERIES 2006-1A, 1B, 1C AND 1D.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the date of February 9, 2006, transmitting the Notification of Sale of City of Chicago General Obligation Direct Access Bonds, Series 2006-1A, 1B, 1C and 1D, which was *Placed on File.*

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO
GENERAL OBLIGATION TENDER NOTES, SERIES 2006.

A communication from Mr. Dana R. Levenson, Chief Financial Officer, under the date of February 16, 2006, transmitting the Notification of Sale, together with the

Trust Indenture for the issuance and sale of City of Chicago General Obligation Tender Notes, Series 2006, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The Deputy City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on February 8, 2006 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on February 28, 2006 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 February 8, 2006, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

*Authorization For Issuance, Sale And Delivery
Of City Of Chicago General Obligation
Tender Notes, Series 2006.*

The Deputy City Clerk informed the City Council that an ordinance authorizing the issuance, sale and delivery of City of Chicago General Obligation Tender Notes, Series 2006, which was passed by the City Council on February 8, 2006 and which was requested to be published in special pamphlet form, was published in special pamphlet form on February 9, 2006 by being printed in full text in a special pamphlet.

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

The Deputy City Clerk transmitted communications, reports, et cetera, related 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 (Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Jimmy Banys, in care of Gordon & Pikarski -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 13-L bounded by:

the alley next north of West Lawrence Avenue; a line 82.90 feet west of and parallel to North Lavergne Avenue; West Lawrence Avenue; and a line 150.9 feet west of and parallel to North Lavergne Avenue.

Bricks Properties, L.L.C. -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 10-G bounded by:

a line 340.50 feet northeast of the east line of South Laflin Street (as measured along the northwest line of South McDowell Street); South McDowell Street; a line 265.50 feet northeast of the east line of South Laflin Street (as measured along the northwest line of South McDowell Street); and the public alley next northwest of and parallel to South McDowell Street.

Mr. Phillip Ciaccio -- to classify as an RM5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

West Washington Boulevard; a line 452.70 feet west of and parallel to North Campbell Avenue; the public alley next south of and parallel to West Washington Boulevard; and a line 500.70 feet west of and parallel to North Campbell Avenue.

Mr. Phillip Ciaccio -- to classify as an RM5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

West Washington Boulevard; a line 665.45 feet west of and parallel to North Campbell Avenue; the public alley next south of and parallel to West Washington Boulevard; and a line 700.45 feet west of and parallel to North Campbell Avenue.

C.R.I. Development, L.L.C., in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-H bounded by:

a line 300 feet north of and parallel to West 60th Street; South Hermitage Avenue; a line 275 feet north of and parallel to West 60th Street; and the alley next west of and parallel to South Hermitage Avenue.

C.R.I. Development, L.L.C., in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-H bounded by:

a line 98.8 feet south of and parallel to West 60th Street; the alley next east of and parallel to South Winchester Avenue; a line 123.8 feet south of and parallel to West 60th Street; and South Winchester Avenue.

Danska Development, Inc., in care of Marino & Associates, P.C. -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-E bounded by:

East 88th Street; a line 171.13 feet west of and parallel to South Langley Avenue; the public alley next south of and parallel to East 88th Street; and a line 221.13 feet west of and parallel to South Langley Avenue.

DeStefano Development Inc. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-I bounded by:

West Barry Avenue; North California Avenue; a line 49.12 south of and parallel to West Barry Avenue; and the public alley next west of and parallel to North California Avenue.

Division/Kedzie, L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 3-J bounded by:

West Division Street; North Kedzie Avenue; a line 80 feet south of and parallel to West Division Street; and the north/south public alley next west of and parallel to North Kedzie Avenue.

Dolyva Development L.L.C., in care of Mr. James J. Banks -- to classify as an RM5 Residential Multi-Unit District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-J bounded by:

West Belmont Avenue; a line 84.60 feet west of and parallel to North Bernard Street; the alley next south of and parallel to West Belmont Avenue; and a line 134.60 feet west of and parallel to North Bernard Street.

Ms. Marian Fadrowski, in care of Mr. James J. Banks -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 7-O bounded by:

a line 100 feet north of and parallel to West Barry Avenue; a line 133.20 feet east of and parallel to North Olcott Avenue; a line 50 feet north of and parallel to West Barry Avenue; and North Olcott Avenue.

Mr. Juan and Ms. Pilar Gines, in care of Marino & Associates, P.C. -- to classify as a B1-2 Neighborhood Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 250.70 feet east of and parallel to North Armour Street; West Ferdinand Street; and a line 225.63 feet east of and parallel to North Armour Street.

Mr. Earle D. Johnson -- to classify as a C1-2 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

a line 72.04 feet north of and parallel to West Fullerton Avenue; the public alley next east of and parallel to North Western Avenue; West Fullerton Avenue; and North Western Avenue.

Mr. Bronislaw Kawa, in care of Marino & Associates, P.C. -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 9-O bounded by:

a line 30 feet southwest of and parallel to North Oleander Avenue; West Forest Preserve Drive; a line 90 feet southwest of and parallel to North Oleander Avenue; and the public alley next northwest of and parallel to West Forest Preserve Drive.

Mr. James Mason, Jr., in care of Mr. James J. Banks -- to classify as a B3-2 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

a line 282 feet southeast of the intersection of North Milwaukee Avenue and North Oakley Avenue (as measured from the northeasterly right-of-way line of North Milwaukee Avenue and perpendicular thereto); the alley next northeast of and parallel to North Milwaukee Avenue; a line 304.05 feet southeast of the intersection of North Milwaukee Avenue and North Oakley Avenue (as measured from the northeasterly right-of-way line of North Milwaukee Avenue and perpendicular thereto); and North Milwaukee Avenue.

Ms. Marla Mason, in care of Gordon & Pikarski -- to classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-K bounded by:

a line 25.01 feet north of and parallel to West Sunnyside Avenue; the alley next east of North Kenneth Avenue; West Sunnyside Avenue; and North Kenneth Avenue.

Mr. Joseph J. Mayer, Jr. -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 9-N bounded by:

West Irving Park Road; a line 56.66 feet east of and parallel to North Newcastle Avenue; the alley next south of and parallel to West Irving Park Road; and North Newcastle Avenue.

Mr. Collin Mui -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-F bounded by:

West 37th Street; a line 50 feet east of and parallel to South Parnell Avenue; a line 125 feet south of and parallel to West 37th Street; and South Parnell Avenue.

Muresan & Cordos Development L.L.C., in care of Mr. James J. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

a line 198 feet north of and parallel to West Huron Street; North Throop Street; a line 174 feet north of and parallel to West Huron Street; and the alley next west of and parallel to North Throop Street.

Mr. Michael Nagle, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-G bounded by:

the alley next north of and parallel to West Wellington Avenue; a line 50.5 feet west of and parallel to North Lakewood Avenue; West Wellington Avenue; and a line 75.5 feet west of and parallel to North Lakewood Avenue.

Norwood Seniors Housing Association, doing business as Norwood Crossing -- to classify as an RT4-A Residential Multi-Unit Accessible Dwelling-Unit District instead of an RS2 Residential Single-Unit District, SD1 and SD2 Norwood Park Special Character Overlay District and Planned Development Number 107 District and further, to classify as Institutional Planned Development Number 107, as amended, instead of an RT4-A Residential Multi-Unit Accessible Dwelling-Unit District the area shown on Map Number 15-N bounded by:

North Avondale Avenue; North Nina Avenue; North Northcott Avenue; North Niagara Avenue; a line 209.74 feet northeast of and parallel to North Northcott Avenue; a line 143.41 feet southeast of and parallel to North Niagara Avenue extended northeast for a distance of 49.89 feet; a line 259.63 feet northeast of and parallel to North Northcott Avenue; and North Niagara Avenue.

Mr. Ted Oblazny and Mr. Roger Kozowski -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 12-M bounded by:

the public alley next north of and parallel to West 55th Street; a line 397 feet west of and parallel to South Meade Avenue; West 55th Street; and a line 447 feet west of and parallel to South Meade Avenue.

Mr. Waldemar Ogloza, in care of Mr. James J. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-G bounded by:

the alley next north of and parallel to West Chestnut Street; a line 379 feet east of and parallel to North Ashland Avenue; West Chestnut Avenue; and a line 354 feet east of and parallel to North Ashland Avenue;

Mr. Bartlomiej Przyjemski, in care of Mr. Ivan Tomic -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-M bounded by:

West Belmont Avenue; a line 79.07 feet west of and parallel to North Mobile Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 104.07 feet west of and parallel to North Mobile Avenue.

Mr. Brad Repsold -- to classify as an RM-6 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 3-F bounded by:

North LaSalle Street; a line 43.40 feet north of and parallel to West Oak Street; a line 86.80 feet east of and parallel to North LaSalle Street; and West Oak Street.

Mr. Salanat Sheikh, in care of Gordon & Pikarski -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 10-L bounded by:

West 44th Street; the alley next east of South Laramie Avenue; a line 224.95 feet south of and parallel to West 44th Street; and South Laramie Avenue.

SPM Properties, L.L.C. -- to classify as a B2-2 Neighborhood Mixed-Used District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 5-I bounded by:

a line 124.66 feet north of the intersection of North Milwaukee Avenue and North Talman Avenue (as measured from the east right-of-way line of North Talman Avenue and perpendicular thereto); a line 78.17 feet east of North Talman Avenue; a line 99.5 feet north of the intersection of North Milwaukee Avenue and North Talman Avenue (as measured from the east right-of-way line of North Talman Avenue and perpendicular thereto); and North Talman Avenue.

SPM Properties, L.L.C. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 5-I bounded by:

a line 200.15 feet north of the intersection of North Milwaukee Avenue and North Talman Avenue (as measured from the east right-of-way line of North Talman Avenue and perpendicular thereto); North Rockwell Street; a line 149.66 feet north of the intersection of North Milwaukee Avenue and North Talman Avenue (as measured from the east right-of-way line of North Talman Avenue and perpendicular thereto); and North Talman Avenue.

T & B, Ltd. -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-G bounded by:

a line 210 feet south of and parallel to West 36th Street; South Sangamon Street; the alley next north of and parallel to West 37th Place; and the alley west of and parallel to South Sangamon Street.

Tick Properties, Inc. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-M bounded by:

West Irving Park Avenue; a line 274.39 feet west of and parallel to North Major Avenue; the alley next south of and parallel to West Irving Park Road; and a line 299.39 feet west of and parallel to North Major Avenue.

UA Group Development, L.L.C., in care of Mr. Mark J. Kupiek -- to classify as a C1-5 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Chicago Avenue; North Leavitt Street; the public alley next south of and parallel to West Chicago Avenue; and a line 119.55 feet west of and parallel to North Leavitt Street.

Ultimate Developers, L.L.C., in care of Mr. James J. Banks -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 15-N bounded by:

a line 125.12 feet northwest of and parallel to West Raven Street; the alley next northeast of and parallel to North Milwaukee Avenue; West Raven Street; and North Milwaukee Avenue.

West Webster, L.L.C., in care of Mr. Stephen Barron -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an M3-3 Heavy Industry District and then to a Waterway Planned Development the area shown on Map Number ____ bounded by:

the east bank of the north branch of Chicago River; the centerline of West Webster Avenue; the east line of North Dominick Street; and a line running southwesterly for a distance of approximately 232.12 feet from the point of termination of North Dominick Street to a point of intersection with the north branch of the Chicago River.

Wilmot Construction, Inc., in care of Marino & Associates, P.C. -- to classify as an RM5 Residential Multi-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 3-I bounded by:

a line 213.75 feet south of and parallel to West Division Street; North California Avenue; a line 261.75 feet south of and parallel to West Division Street; and the public alley next west of and parallel to North California Avenue.

WK Investment, L.L.C., in care of Marino & Associates, P.C. -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-F bounded by:

a line 175 feet north of and parallel to West 91st Street; the public alley next east of and parallel to South Lowe Avenue; a line 125 feet north of and parallel to West 91st Street; and South Lowe Avenue.

WK Investment, L.L.C., in care of Marino & Associates, P.C. -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 26-F bounded by:

a line 41.86 feet north of and parallel to West 105th Street; South Eggleston Avenue; West 105th Street; and the public alley next west of and parallel to South Eggleston Avenue.

Mr. Robert Khaxho -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 11-J bounded by:

West Montrose Avenue; a line 120.96 feet east of and parallel to North Drake Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 83.46 feet east of and parallel to North Drake Avenue.

Shi Cia Zheng, in care of Gordon & Pikarski -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

West 35th Street; a line 125 feet east of and parallel to South Parnell Avenue; a line 324 feet south of and parallel to West 35th Street; and South Parnell Avenue.

Len Zielinski -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-G bounded by:

the alley next west of and parallel to South Halsted Street; a line 78.00 feet south of and parallel to West 36th Street; South Halsted Street; and a line 104.00 feet south of and parallel to West 36th Street.

742 North LaSalle, L.L.C., in care of Mr. James J. Banks -- to classify as Residential Planned Development Number 810, as amended, instead of Residential Planned Development Number 810 the area shown on Map Number 1-F bounded by:

a line 40.11 feet north of and parallel to the alley next north of and parallel to West Superior Street; North LaSalle Street; West Superior Street; a line 120.25 feet west of and parallel to North LaSalle Street; the alley next north of and parallel to West Superior Street; and the alley next west of and parallel to North LaSalle Street.

3045 West Irving Park L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-I bounded by:

West Irving Park Road; a line 81.13 feet west of and parallel to North Whipple Street; the public alley next south of and parallel to West Irving Park Road; and a line 159.13 feet west of and parallel to North Whipple Street.

8340 West Irving Park, L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 11-P bounded by:

a line 125.08 feet north of and parallel to West Irving Park Road; a line 175.82 feet east of and parallel to North Cumberland Avenue; West Irving Park Road; and North Cumberland 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:

Adebayo Benjamin B., Allstate Insurance Company (2) Warwin Guerra and Michael J. Lombardi, American Country Insurance Company and Black Rose Inc., American Freedom Insurance Company and Duane P. Watts, Andrews Robert J., Armstrong Crystal L.;

Babb Jamison R., Brozynski Karen M.;

Cohen Albert S., Coste Catherine M., Csorba Brian M.;

DeMaria William J., Denton Willie A., Downing Kristie L.;

Fingerman Ricky B.;

Gnatt Kimberly A., Gonzalez Marybel, Grace Gabrielle D.;

Hill Kenneth, Hoffman Patricia H.;

Ivey Blanche T.;

Johnson Helen L., Johnson Olive, Joy Arthur L.;

Keating Judith L., Kemper Jennifer L., Killion Rayburn A., Kreide Barbara A.;

Leach Almeter, Long Joseph A., Lopez Robert J.;

Moore Alvin T., Moore Esther L.;

Nimchaiyong Mayura;

Ortiz Xiomara L.;

Parker Shirley J., Prince Steve, Pritza Marilyn;

Rowe Steve;

Saladino Carlos M., Scott Nicole L., State Farm Insurance (4) Shawn Boler, Andrew Gershon, Michael Swanson and Gary W. Szparkowski, Staufienbiel Yvonne N., Stein Linda S.;

Tillman Jimmy L., Tong George;

Urbauer Sharon M., USAA Casualty Insurance Company and Christopher Cosnowski;

Valentin Martha;

Wrobel Alan R.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR APPROVAL OF PERMIT APPLICATION FOR
DEMOLITION OF NONCONTRIBUTING BUILDING AT
2157 WEST POTOMAC AVENUE/1245 --
1251 NORTH LEAVITT STREET.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of February 27, 2006, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed order, for approval of a permit application for the demolition of a noncontributing building located in a historical landmark district at 2157 West Potomac Avenue/1245 -- 1251 North Leavitt Street, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF FLORSHEIM SHOE
COMPANY BUILDING AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of

Planning and Development, Landmarks Division, under the date of February 24, 2006, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Florsheim Shoe Company Building at 3963 West Belmont 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 OAKDALE AVENUE
DISTRICT AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of February 24, 2006, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Oakdale Avenue District at West Oakdale Avenue, between North Halsted Street and North Mildred Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- RECOMMENDATION BY COMMISSION ON HISTORICAL
LANDMARKS FOR DESIGNATION OF ROBERTS TEMPLE
CHURCH OF GOD IN CHRIST BUILDING
AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of February 24, 2006, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Roberts Temple Church of God in Christ building at 4021 South State Street as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF TITLE 9, CHAPTER 100, SECTION 101 OF
MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF
INSTALLMENT PAYMENT PROGRAM FOR PARKING
AND COMPLIANCE FINES AND PENALTIES.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of Section 9-100-101 of the Municipal Code of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-100-101 of the Municipal Code of Chicago is amended by deleting the struck-through language and adding the underlined language as follows:

9-100-101 Installment Payment Plans.

(a) The traffic compliance administrator may establish a program allowing the payment of parking and compliance fines and penalties in installments under the following conditions:

(1) ~~The minimum amount of an eligible vehicle owner's combined liability for parking and compliance fines and penalties must exceed \$500.00 upon the commencement of that vehicle owner's installment plan; provided, however, that the minimum amount shall not apply to a vehicle owner who is a participant in a qualifying assistance program as defined in subsection (a)(3)(A) of this section. (Reserved).~~

(2) (A) Except as provided in paragraph (B) of this subsection (2), an installment plan may not have a scheduled duration of more than 6 +2 months, and shall require one payment due per month on a day specified in the executed plan. (B) The duration may exceed 6 months but may not exceed 12 months for installment plans negotiated and executed for: (i) vehicle owners whose maximum amount of combined liability for parking and compliance fines and penalties exceeds \$500.00; or (ii) vehicle owners who participate in a qualifying assistance program as defined in paragraph (a)(3)(A) of this section.

(3) The minimum initial payment under any installment plan shall be:

(A) For a vehicle owner who is a participant in a qualifying assistance program, the lesser of \$250.00 or 25 percent of the vehicle owner's combined

liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date. "Qualifying assistance program", for purposes of this section, means any of the following: the Illinois Low-Income Home Energy Assistance Program (L.I.H.E.A.P.); the Housing Subsidy Program For Renters, administered by the United States Department of Housing and Urban Development under the Federal Housing Act of 1937, as amended (Section 8 Program); the Supplemental Security Income Program administered by the United States Social Security Administration (S.S.I.); the Medicaid Program administered by the Illinois Department of Public Aid; the Nutrition Assistance Program administered by the United States Department of Agriculture, Food and Nutrition Service (food stamps); and any federal or state unemployment compensation system, including, but not limited to, the system of unemployment compensation established under the Illinois Unemployment Insurance Act, as amended. The minimum initial payment amount under this paragraph (a)(3)(A) shall also be available to: high school, college, vocational school or trade school students with a valid school identification card; persons 65 years of age or older; and persons whose liability for fines and penalties remains after obtaining a bankruptcy discharge.

(B) For all other vehicle owners prior to vehicle immobilization or impoundment, the greater of \$500.00 or 25 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date; provided, however, that for vehicle owners whose maximum amount of combined liability for parking and compliance fines and penalties does not exceed \$500.00, the minimum initial payment shall be 50 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date.

(C) For all other vehicle owners after vehicle immobilization or impoundment, the greater of \$750.00 or 50 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon its passage and approval.

CREATION OF CITY COUNCIL SPECIAL COMMITTEE TO PLAN
BICENTENNIAL CELEBRATION AND CONSTRUCTION OF
MEMORIAL HONORING PRESIDENT ABRAHAM LINCOLN.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing creation of a committee to plan the celebration and construction of a memorial in honor of the bicentennial of President Abraham Lincoln's birth, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The year 2009 will mark the bicentennial of the birth of our nation's 16th president, Abraham Lincoln; and

WHEREAS, As Illinois' most favored son, the honesty and valor of President Lincoln should continue to be celebrated and honored; and

WHEREAS, The City of Chicago was the backdrop for Abraham Lincoln's first Republican Party nomination for President in 1860; and

WHEREAS, Abraham Lincoln was an honorable statesman, serving five terms in the Illinois House of Representatives and one term in the United States House of Representatives; and

WHEREAS, Abraham Lincoln valiantly served as a captain in the Black Hawk War; and

WHEREAS, President Lincoln was a bold leader, serving as our country's Commander in Chief through its Civil War with valor and conviction; and

WHEREAS, On January 1, 1863, President Lincoln issued the Emancipation Proclamation which freed the African-American slaves and solidified the Union's commitment of freedom; and

WHEREAS, President Lincoln persevered in the face of great adversity, able to unite a severely divided country after the war had ended; and

WHEREAS, President Lincoln exemplified and shaped the moral and political character of the nation; and

WHEREAS, This municipal legislative body finds it a proper tribute to President Lincoln and his legacy to create a special committee to plan for appropriate celebration of the Lincoln Bicentennial; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council, assembled here this first day of March, 2006, do hereby create a special committee, consisting of: the Commissioner of the Department of Cultural Affairs, the Executive Director of the Mayor's Office of Special Events, the Commissioner of the Department of Planning and Development, the Chairman of the Committee on Special Events and the Chairman of the Committee on Finance, in order to plan an appropriate celebration and construct a proper memorial in honor of the bicentennial of President Abraham Lincoln's birth.

CITY OF CHICAGO CORPORATION COUNSEL DIRECTED
TO FILE LAWSUIT AGAINST ALTER COMPANY, DOING
BUSINESS AS CHICAGO READ JOINT VENTURE,
FOR BREACH OF CONTRACT.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order directing the Corporation Counsel to file a lawsuit against the Alter Company for breach of contract, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said order as passed:

WHEREAS, A tract of land known as the Read-Dunning parcel consisting of two hundred thirty-five (235) acres was declared surplus land by the State of Illinois in the year 1989; and

WHEREAS, The Read-Dunning parcel formerly was the site of the Chicago State Mental Health Center, which was closed in the late 1970s; and

WHEREAS, After the State of Illinois declared portions of the Read-Dunning site surplus land, a request for proposal was issued and the Alter Company, doing business as Chicago Read Joint Venture L.P., was selected by the State of Illinois to develop approximately fifty (50) acres of this land for industrial and commercial use; and

WHEREAS, On September 14, 1994, the City Council passed an ordinance authorizing the City to enter into and execute a redevelopment agreement with Chicago Read Joint Venture L.P. which ordinance is found on pages 55670 through 55839 of the *Journal of the Proceedings of the City Council of the City of Chicago*; and

WHEREAS, The City of Chicago duly executed the agreement with Chicago Read Joint Venture L.P. on December 14, 1994; and

WHEREAS, The Alter Company, doing business as Chicago Read Joint Venture L.P., has failed to abide by the terms of the agreement and both the State of Illinois and the City of Chicago wish to terminate the agreement and return this land to its rightful owners, the taxpayers; now, therefore,

Be It Ordered, That the Corporation Counsel of the City of Chicago is hereby ordered to file suit against the Alter Company, doing business as Chicago Read Joint Venture L.P., for breach of contract and damages pertaining to a certain redevelopment agreement, the execution of which was authorized by the City Council on September 14, 1994 and found at pages 55670 through 55839 of the *Journal of the Proceedings of the City Council of the City of Chicago*.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2006 AND LEVY
AND COLLECTION OF DIRECT ANNUAL TAX ON
ALL TAXABLE PROPERTY.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago General Obligation Refunding Bonds, Series 2006, amount of bonds not to exceed \$650,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

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, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 Beavers moved to reconsider the foregoing vote. The motion was lost.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has heretofore issued its general obligation bonds (including, without limitation, general obligation debt in the form of commercial paper) which are outstanding as of the date of adoption of this ordinance (such general obligation bonds being referred to collectively herein as the "Prior Bonds"), which Prior Bonds mature and are subject to optional and mandatory redemption as provided in the respective proceedings authorizing the Prior Bonds; and

WHEREAS, It is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to authorize refunding all or a portion of the Prior Bonds to achieve debt service savings for the City or to restructure debt service of the City's general obligation bonds; and

WHEREAS, It is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to finance (i) public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacement, and curb and gutter repairs and replacement; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements; (iii) transportation improvements, including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; (iv) grants or loans to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts, the State of Illinois or the United States of America; (v) cash flow needs of the City; (vi) the acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes; (vii) the duly authorized acquisition of improved and unimproved real property within the City for industrial, commercial or residential purposes, or any combination thereof, and the improvement, demolition and/or remediation of any

such property; (viii) constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, libraries, senior and health centers and other municipal facilities; (ix) the enhancement of economic development within the City by making direct grants or loans to, or deposits to funds or accounts to secure the obligations of, not-for-profit or for-profit organizations doing business or seeking to do business in the City; (x) the funding of (A) judgments entered against the City, (B) certain settlements or other payments required to be made by the City as a condition to the resolution of litigation or threatened litigation and (C) such escrow accounts or other reserves as shall be deemed necessary for any of said purposes; (xi) the payment of certain contributions (the "Pension Contributions") to the Policemen's Annuity and Benefit Fund, the Firemen's Annuity and Benefit Fund, the Municipal Employee's, Officers' and Officials' Annuity and Benefit Fund and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund (collectively, the "Pension Funds") and (xii) the provision of facilities, services and equipment to protect and enhance public safety, including, but not limited to, increased costs for police and fire protection services, emergency medical services, staffing at the City's emergency call center and other City facilities, and enhanced security measures at airports and other major City facilities (the purposes described in clauses (i) through (xii) above being referred to herein as the "Project"); and

WHEREAS, The cost of refunding the Prior Bonds and paying the cost of the Project is estimated to be not less than Six Hundred Fifty Million Dollars (\$650,000,000) and the City expects to pay a portion of such costs by borrowing money and issuing its general obligation bonds in one or more series and at one or more times in the aggregate principal amount of not to exceed Six Hundred Fifty Million Dollars (\$650,000,000) (plus the amount of any original issue discount as herein provided); and

WHEREAS, The City has determined that it is advisable and necessary to authorize the borrowing of the sum necessary at this time for any or all of the purposes of (i) refunding all or a portion of the Prior Bonds, (ii) paying costs of the Project, including capitalizing such interest on the bonds herein authorized for said purpose as may be necessary, and (iii) paying the expense of issuing the bonds herein authorized for the purposes described herein, and in evidence thereof to authorize the issuance of its General Obligation Bonds (the "Bonds"), in one or more series and at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

SECTION 1. The City Council of the City of Chicago (the "City Council"), after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice and in accordance with the findings and

recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City in one or more series and at one or more times the sum of not to exceed Six Hundred Fifty Million Dollars (\$650,000,000) plus an amount equal to the amount of any net original issue discount used in the marketing of the Bonds (not to exceed ten percent (10%) of the principal amount of each series thereof) for the purposes aforesaid; and the Bonds shall be issued from time to time in said aggregate principal amount, or such lesser amount, as may be determined by an Authorized Officer (the persons duly appointed and serving as the City Comptroller and the Chief Financial Officer of the City being each referred to herein as an "Authorized Officer").

All or any portion of the Bonds may be issued as Bonds payable in one payment on a fixed date ("Capital Appreciation Bonds"). Each series of Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the applicable Bond Registrar (as hereinafter defined), and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the "Maturity Amount") of such minimum amounts and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Capital Appreciation Bonds (but no single Bond shall represent Compound Accreted Value maturing on more than one date). As used herein, the "Compound Accreted Value" of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount (or integral multiple thereof) plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity").

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually as described below (the "Current Interest Bonds"). Each series of Current Interest Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Current Interest Bonds, shall be in fully registered form, shall be in such minimum denominations and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Current Interest Bonds (but no single Current Interest Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Bond Registrar.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into

Current Interest Bonds (the "Convertible Bonds") at such time following the initial issuance as shall be approved by an Authorized Officer. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this ordinance relating to Current Interest Bonds. In particular, when Convertible Bonds are in the form of Capital Appreciation Bonds prior to their conversion to Current Interest Bonds, the transfer, exchange and replacement provisions of this ordinance with respect to Capital Appreciation Bonds shall apply to such Convertible Bonds; provided that the Convertible Bonds delivered in the form of Capital Appreciation Bonds in connection with any such transfer, exchange or replacement shall have identical provisions for conversion to Current Interest Bonds as set forth in the Convertible Bonds being transferred, exchanged or replaced. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be as approved by an Authorized Officer at the time of sale of such Convertible Bonds. Notwithstanding any other provision hereof, any series of Bonds may be issued as Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or any combination thereof.

All or any portion of the Bonds may be issued as Bonds bearing interest at variable rates adjustable and payable from time to time as described herein (the "Variable Rate Bonds"). Each series of Variable Rate Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Bonds, shall be in fully registered form, shall be in such denominations as shall be agreed upon by an Authorized Officer and the purchasers of the Bonds (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Bond Registrar. Each series of Variable Rate Bonds may be issued pursuant to, and have such terms and provisions as are set forth in, a trust indenture between the City and a bank or trust company selected by an Authorized Officer. The Mayor or an Authorized Officer is hereby authorized to enter into such one or more such trust indentures on behalf of the City. Each such trust indenture shall be in substantially the form of trust indentures previously entered into by the City in connection with the sale of general obligation bonds or notes bearing interest at variable rates, but with such revisions in text as the Mayor or Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions.

The principal of the Bonds of each series shall become due and payable on or before January 1, 2043. Each series of Current Interest Bonds shall bear interest at a rate or rates and each series of Capital Appreciation Bonds shall have Yields to Maturity not to exceed fifteen percent (15%) per annum. Each series of Variable Rate Bonds shall bear interest from time to time at such rates determined by such remarketing or other indexing agent as shall be selected by an Authorized Officer

for that purpose or as provided in the related trust indenture referred to above not to exceed fifteen percent (15%) per annum. Any portion of the Bonds may be issued as bonds, the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by an Authorized Officer to be beneficial to the City.

Each Capital Appreciation Bond shall accrue interest from its date at the rate per annum compounded semiannually on each January 1 and July 1, commencing on such January 1 or July 1 as determined by an Authorized Officer at the time of sale of such Capital Appreciation Bonds, which will produce the Yield to Maturity identified therein until the maturity date thereof. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity dates thereof.

Each Current Interest Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a three hundred sixty (360) day period of twelve (12) thirty (30) day months) being payable on January 1 and July 1 of each year, commencing on such January 1 or July 1 as shall be determined by an Authorized Officer at the time of the sale of each series of Current Interest Bonds. Interest on each Current Interest Bond shall be paid to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day of the month next preceding the interest payment date, by check or draft of the applicable Bond Registrar, or, at the option of any registered owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of Current Interest Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Bonds shall request in writing to the applicable Bond Registrar.

Each series of Variable Rate Bonds shall bear interest (computed from time to time at such rates and on such basis as shall be determined by an Authorized Officer or at the time of sale of such series of Variable Rate Bonds) payable on such dates as shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds. Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (not to exceed one hundred two percent (102%) of the principal amount thereof) as shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds. In connection with the remarketing of any Variable Rate Bonds of a series so tendered for purchase under the terms and conditions so specified by an Authorized Officer, the Mayor and each Authorized Officer are hereby authorized to execute on behalf of the City a remarketing agreement with respect to such series of Variable Rate Bonds in substantially the form previously used for variable rate financings of the City with appropriate revisions to reflect the terms and provisions of such Bonds sold as Variable Rate Bonds and such other revisions in text as an Authorized Officer shall determine are necessary or desirable in connection with the sale of such Bonds as Variable Rate Bonds. The annual fee

paid to any remarketing agent serving in such capacity pursuant to any such remarketing agreement with respect to a series of Variable Rate Bonds shall not exceed one-quarter of one percent (0.25%) of the average principal amount of such Variable Rate Bonds of such series outstanding during such annual period.

The Compound Accreted Value of the Capital Appreciation Bonds, the principal of the Current Interest Bonds and the Variable Rate Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of the applicable Bond Registrar.

Each of the Bonds shall be designated "General Obligation Bonds, Series ____," with such additions, modifications or revisions as shall be determined to be necessary by an Authorized Officer at the time of the sale of such Bonds to reflect the calendar year of issuance of the Bonds, the order of sale of the Bonds, the specific series of the Bonds, whether the Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or Variable Rate Bonds, whether the Bonds are being issued and sold for the purpose of refunding all or a portion of the Prior Bonds, paying costs of the Project or a combination thereof and any other authorized features of the Bonds determined by an Authorized Officer as desirable to be reflected in the title of the Bonds being issued and sold.

The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk or the Deputy City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the applicable Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the applicable Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the applicable Bond Registrar if signed by an authorized officer of such Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 3. (a) Registration And Transfer. The City shall cause books (the "Bond Register") for the registration and for the transfer of each series of Bonds as

provided in this ordinance to be kept at the principal corporate trust office of a bank or trust company designated by an Authorized Officer (the "Bond Registrar"), as the registrar for the City in connection with such series of Bonds. The City is authorized to prepare multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the applicable Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to such Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and such Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees (a) in the case of any Capital Appreciation Bond, a new fully registered Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of authorized denominations, for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of other authorized denominations, or (b) in the case of any other Bonds, one or more fully registered Bonds of the same series, type (Current Interest Bonds or Variable Rate Bonds), interest rate (or in the case of Variable Rate Bonds, method of interest rate determination) and maturity of authorized denominations, for a like principal amount. Any Capital Appreciation Bond or Bonds may be exchanged at said office of the applicable Bond Registrar for a like aggregate original principal amount of Capital Appreciation Bond or Bonds of the same series, maturity and Yield to Maturity of other authorized denominations. Any Current Interest Bond or Bonds may be exchanged at said office of the applicable Bond Registrar for a like aggregate principal amount of Bonds of the same series, type, interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the applicable Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided that (a) the aggregate original principal amount of outstanding Capital Appreciation Bonds of each series and maturity authenticated by the applicable Bond Registrar shall not exceed the authorized aggregate original principal amount of Capital Appreciation Bonds of such series and maturity less previous retirements and (b) the principal amount of Current Interest Bonds or Variable Rate Bonds of each series and maturity authenticated by the applicable Bond Registrar shall not exceed the authorized principal amount of Current Interest Bonds or Variable Rate Bonds for such series and maturity less previous retirements.

The applicable Bond Registrar shall not be required to transfer or exchange (a) any Capital Appreciation Bond after the close of business on the fifteenth (15th) day of the calendar month next preceding the maturity date for such Bond, (b) any Current Interest Bond during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (c) any Bond after notice calling

such Bond for redemption has been mailed, or (d) any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

Provisions relating to the transfer or exchange of Variable Rate Bonds of a series shall be as determined by an Authorized Officer at the time of the sale thereof and may be set forth in the trust indenture securing such series of Variable Rate Bonds as authorized in Section 2 hereof.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the Compound Accreted Value of, principal of, redemption premium, if any, or interest on any Bond, as appropriate, shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the applicable Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by an Authorized Officer in connection with the sale of any of the Bonds, such Bonds may be issued in book-entry only form. In connection with the issuance of Bonds in book-entry only form, either Authorized Officer is authorized to execute and deliver to the book-entry depository selected by such Authorized Officer such depository's standard form of representation letter. If any of the Bonds are registered in the name of a securities depository which uses a book-entry system, the standing of the beneficial owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

(c) Bonds Lost, Destroyed, Et Cetera. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the applicable Bond Registrar may authenticate a new Bond of like series, date, maturity date, interest rate (or, in the case of Capital Appreciation Bonds, Yield to Maturity, and in the case of Variable Rate Bonds, method of interest rate determination), denomination and original principal amount (in the case of Capital Appreciation Bonds) or principal amount (in the case of other Bonds) and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the applicable Bond Registrar, and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the applicable Bond Registrar evidence of such loss or destruction, together with indemnification of the City and such Bond Registrar,

satisfactory to such Bond Registrar. If any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the applicable Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to such Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the applicable Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Bonds may be made subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Current Interest Bonds or Variable Rate Bonds being redeemed and expressed as a percentage of the Compound Accreted Value of Capital Appreciation Bonds to be redeemed) not to exceed one hundred two percent (102%), plus, in the case of Current Interest Bonds and Variable Rate Bonds, accrued interest to the date of redemption, as determined by an Authorized Officer at the time of the sale thereof. If fewer than all of the outstanding Bonds of a series are to be optionally redeemed, the Bonds to be called shall be called from such maturities of such series as may be determined by the City, if less than all of the Bonds of the same series, maturity and interest rate are to be redeemed, then by lot for the Bonds of such series, maturity and interest rate in the manner hereinafter provided. Certain of the Bonds of a series may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by an Authorized Officer at the time of the sale thereof. Further, either Authorized Officer is hereby authorized to sell (at a price determined by an Authorized Officer to be in the best interests of the City) or waive any right the City may have to call any of the Bonds or Prior Bonds for optional redemption, in whole or in part, and is hereby further authorized to expend the proceeds of any such sales for any purpose for which the proceeds of the Bonds are authorized to be expended and for the payment or prepayment of any City debt obligations, all as determined by an Authorized Officer; provided, however, to the extent that interest on such Bonds or Prior Bonds is excluded from gross income for federal income tax purposes, such expenditures shall not adversely affect such exclusion. If determined to be necessary or appropriate, either Authorized Officer is authorized to solicit the consent of holders of outstanding Bonds to any such sale or waiver.

The Current Interest Bonds shall be redeemed only in amounts equal to the respective minimum authorized denominations and integral multiples thereof and the Capital Appreciation Bonds shall be redeemed only in amounts representing the respective minimum authorized Maturity Amounts and integral multiples thereof. In the event of the redemption of fewer than all the Bonds of the same series, maturity and interest rate, the aggregate principal amount or Maturity Amount (as appropriate) thereof to be redeemed shall be the minimum authorized denomination or Maturity Amount (as appropriate) for such series or an integral multiple thereof, and the applicable Bond Registrar shall assign to each Bond of such series,

maturity and interest rate a distinctive number for each minimum authorized denomination or Maturity Amount (as appropriate) of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum authorized denomination or Maturity Amount (as appropriate) for each number, shall equal the principal amount or Maturity Amount (as appropriate) of such Bonds to be redeemed. The Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount or Maturity Amount (as appropriate) of each Bond shall be redeemed as shall equal such minimum authorized denomination or Maturity Amount (as appropriate) for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the applicable Bond Registrar), notify the applicable Bond Registrar of such redemption date and of the principal amount or Maturity Amount (as appropriate) of Bonds of such series to be redeemed.

In connection with any mandatory redemption of Bonds of a series as authorized above, the principal amounts of Bonds (or the Compound Accreted Value of the Capital Appreciation Bonds) of such series to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof; with any partial optional redemptions of such Bonds of such series credited against future mandatory redemption requirements in such order of the mandatory redemption dates as an Authorized Officer may determine. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date of Bonds of a series, the applicable Bond Registrar may, and if directed by an Authorized Officer shall, purchase Bonds of such series required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount (or Compound Accreted Value, as appropriate) thereof shall be credited against the payment required on such next mandatory redemption date with respect to such series of Bonds.

The applicable Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount, Compound Accreted Value or Maturity Amount (as appropriate) thereof to be redeemed.

Subject to the limitation on redemption price set forth above, in the case of redemption of any Variable Rate Bonds, the terms of such redemption shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds and may be set forth in the trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof.

SECTION 4. Except as may otherwise be determined as provided below for Variable Rate Bonds, unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the applicable Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for

redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the applicable Bond Register or at such other address as is furnished in writing by such registered owner to such Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. Any notice of redemption mailed as provided in this section shall be conclusively presumed to have been given whether or not actually received by the addressee. In the case of redemption of any Variable Rate Bonds of a series, the time and manner of giving such notice shall be determined by an Authorized Officer at the time of sale of such Variable Rate Bonds and may be set forth in the trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof.

All notices of redemption shall state:

- (1) the series designation of the Bonds to be redeemed;
- (2) the redemption date;
- (3) the redemption price;
- (4) if less than all outstanding Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, Compound Accreted Values or Maturity Amounts) of the Bonds to be redeemed;
- (5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date;
- (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the applicable Bond Registrar; and
- (7) such other information as shall be deemed necessary by the applicable Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

With respect to an optional redemption of any series of Bonds, such notice may state that said redemption is conditioned upon the receipt by the applicable Bond Registrar on or prior to the date fixed for redemption of monies sufficient to pay the redemption price of the Bonds of such series. If such monies are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Bonds and the applicable Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such monies were not so

received and that such Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for a series of Bonds, the City shall deposit with the applicable Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof of such series which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear, accrue or compound interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the applicable Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption (i) of any Current Interest Bond or Variable Rate Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same series, type (Current Interest Bonds or Variable Rate Bonds), interest rate or, in the case of Variable Rate Bonds, method of interest rate determination, and maturity in the amount of the unpaid principal or (ii) of any Capital Appreciation Bond, there shall be prepared for the registered owner a new Capital Appreciation Bond or Bonds of the same series, Yield to Maturity and maturity date in the amount of the unpaid Maturity Amount.

If any Current Interest Bond or Variable Rate Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption. If any Capital Appreciation Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the Compound Accreted Value at such redemption date shall continue to accrue interest from such redemption date at the Yield to Maturity borne by such Capital Appreciation Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the applicable Bond Registrar and shall not be reissued.

If any Bond is not presented for payment when the principal amount, Compound Accreted Value or Maturity Amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if monies sufficient to pay such Bond are held by the applicable Bond Registrar for the benefit of the registered owner of such Bond, such Bond Registrar shall hold such monies for the benefit of the registered owner of such Bond without liability to the registered owner for interest. The registered owner of such Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Bond.

SECTION 5. The Capital Appreciation Bonds and the Current Interest Bonds of each series shall be prepared in substantially the following forms with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds of such series pursuant to Section 12 hereof; provided that if the text of any Bond is to be printed in its entirety on the front side

of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace paragraph [2] and the legend, "See Reverse Side for Additional Provisions," shall be omitted. The Convertible Bonds shall be prepared incorporating the provisions of the forms of Capital Appreciation Bonds and Current Interest Bonds set forth below as necessary to reflect the terms and provisions of the sale of the Convertible Bonds pursuant to Section 12 hereof. The Variable Rate Bonds shall be prepared in substantially the form of the Current Interest Bonds set forth below, or as provided in the applicable trust indenture securing such Variable Rate Bonds as authorized in Section 2 hereof, with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Variable Rate Bonds pursuant to Section 12 hereof.

(Form Of Capital Appreciation Bond -- Front Side)

Registered
Number _____

\$ _____
Compound Accreted
Value at Maturity
("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond
Series _____.

Maturity Date:	Yield To Maturity:	Original Principal Amount Per \$_,000 Amount:	Dated Date:	C.U.S.I.P.:
_____	_____	\$ _____	_____	_____

Registered Owner: _____

[1] The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above,

the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date hereof is the amount of interest accrued from the Dated Date hereof at a semiannual compounding rate necessary to produce the Yield to Maturity set forth above, compounded semiannually on each January 1 and July 1, commencing _____ 1, 200__. The Maturity Amount of this Bond is payable in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of _____, Chicago, Illinois, or its successor, as bond registrar and paying agent (the "Bond Registrar"). The Compound Accreted Value of this Bond per \$____,000 Maturity Amount on January 1 and July 1 of each year, commencing _____ 1, 20____, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value Per \$____,000 of Compound Accreted Value at Maturity on the reverse side hereof.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the Maturity Amount hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, The City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)

Mayor,
City of Chicago

Attest:

(Facsimile Signature)

City of Chicago,
[Deputy] City Clerk

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Series ____, of the City of Chicago.

as Bond Registrar

By: _____ (Manual Signature)
Authorized Officer

[Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

General Obligation Bond

Series _____.

[6] For the prompt payment of the Maturity Amount of this Bond as the same becomes due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the original principal amount of \$ _____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) refunding certain outstanding general obligation bonds of the City, (ii) paying costs of the Project described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an Ordinance adopted by the City Council of the City on _____, 200__ (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, ____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City, and if less than all of the Bonds of the same maturity and Yield to Maturity are to be redeemed, then by lot for the Bonds of the same maturity and Yield to Maturity in the manner hereinafter provided, the Bonds to be redeemed

at the redemption prices (being expressed as a percentage of the Compound Accreted Value of the Bonds to be redeemed) set forth below:

Dates Of Redemption

Redemption Price

[9] In the event of the redemption of less than all the Bonds of like maturity and Yield to Maturity, the aggregate Maturity Amount thereof to be redeemed shall be \$__,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and Yield to Maturity a distinctive number for each \$__,000 Maturity Amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$__,000 for each number, shall equal the Maturity Amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the Maturity Amount of each Bond shall be redeemed as shall equal \$__,000 for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by first class mail not fewer than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to accrue interest on the specified redemption date; provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same maturity and Yield to Maturity and for the same aggregate Original Principal Amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding the Maturity Date for this Bond, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[12] The Bonds are issued in fully registered form in Original Principal Amounts representing \$ __,000 Maturity Amount or any integral multiple thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate Original Principal Amount of Bonds of the same maturity, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the Maturity Amount hereof and redemption premium, if any, hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

* * * * *

Table Of Compound Accreted Value
Per \$ __,000 Of Compound Accreted Value At Maturity.

* * * * *

(Assignment)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer and said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

3/1/2006

REPORTS OF COMMITTEES

71025

(Form Of Current Interest Bond -- Front Side)

Registered
Number _____

Registered
\$ _____

United States Of America

State Of Illinois

City Of Chicago

General Obligation Bond,
Series _____.

See Reverse Side For Additional Provisions.

Interest Rate:	Maturity Date:	Dated Date:	C.U.S.I.P.:
_____ %	January 1, 20__	_____, 20__	_____

Registered Owner: _____

Principal Amount: _____

[1] The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year commencing _____ 1, 200_, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of _____, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on

the registration books of the City maintained by the Bond Registrar at the close of business on the fifteenth (15th) day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of the Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, The City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk or the Deputy City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)

Mayor,
City of Chicago

Attest:

(Facsimile Signature)

City of Chicago,
[Deputy] City Clerk

Date of Authentication: _____, ____.

Certificate Of Authentication.

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____, of the City of Chicago.

as Bond Registrar

By: _____ (Manual Signature)
Authorized Officer

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

General Obligation Bond,

Series _____.

[6] For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the principal amount of \$_____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) refunding certain outstanding general obligation bonds of the City, (ii) paying costs of the Project described in the hereinafter-defined Bond Ordinance, and (iii) paying expenses incidental to the issuance of the Bonds, and was authorized by an Ordinance adopted by the City Council of the City on _____, 200__ (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, ____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of the Bonds of the same maturity and interest rate are to be redeemed, then by lot for the Bonds of such maturity and interest rate in

the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates Of Redemption

Redemption Price

[9] The Bonds maturing on January 1, ____, are subject to mandatory redemption prior to maturity on January 1 of the years ____ to ____, inclusive, and the Bonds maturing on January 1, ____, are subject to mandatory redemption prior to maturity on January 1 of the years ____ to ____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

[10] In the event of the redemption of less than all the Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be \$__,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and interest rate a distinctive number for each \$__,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$__,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$__,000 for each number assigned to it and so selected.

[11] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to bear interest on the specified redemption date, provided that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[12] This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate, series and maturity and for the same aggregate principal amount will be issued to the transferee in exchange

therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) during the period beginning at the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date for this Bond and ending on such interest payment date, (B) after notice calling this Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of this Bond.

[13] The Bonds are issued in fully registered form in the denomination of \$____,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate, series and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[14] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) the City pledges its full faith and credit. Each Bond shall be payable (as to Compound Accreted Value, principal, interest and redemption premium, if any, as appropriate) from any monies, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay as the same become due (i) the principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds), (ii) such amounts as may be payable from the direct annual tax described below under agreements authorized by Section 14 hereof, and (iii) amounts payable to providers of Credit Facilities as described in Section 12 hereof, there is hereby levied and there shall be collected a direct annual tax upon all taxable property in the City for the years and in the amounts as follows:

Year	Amount	Year	Amount
2006	\$110,000,000	2024	\$110,000,000
2007	110,000,000	2025	110,000,000
2008	110,000,000	2026	110,000,000
2009	110,000,000	2027	110,000,000
2010	110,000,000	2028	110,000,000
2011	110,000,000	2029	110,000,000
2012	110,000,000	2030	110,000,000
2013	110,000,000	2031	110,000,000
2014	110,000,000	2032	110,000,000
2015	110,000,000	2033	110,000,000
2016	110,000,000	2034	110,000,000
2017	110,000,000	2035	110,000,000
2018	110,000,000	2036	110,000,000

Year	Amount	Year	Amount
2019	\$110,000,000	2037	\$110,000,000
2020	110,000,000	2038	110,000,000
2021	110,000,000	2039	110,000,000
2022	110,000,000	2040	110,000,000
2023	110,000,000	2041	110,000,000

; provided that collections of such levy for any year in an amount in excess of that necessary to make the payments described in clauses (i), (ii) and (iii) above (a) may be used for any lawful public purpose designated by the City Council or (b) may be reduced and abated by an Authorized Officer if such reduction is deemed desirable by such Authorized Officer in connection with the sale or sales of the Bonds, in each case as determined from time to time by an Authorized Officer as provided in Section 12 hereof.

The tax levy made in this section is not subject to the "Aggregate Levy" limitation contained in the Chicago Property Tax Limitation Ordinance contained in Chapter 3-92 of the Municipal Code of Chicago (the "Municipal Code"), and Section 3-92-020 of the Municipal Code is hereby superceded to exclude the tax levy herein from the definition of "Aggregate Levy" contained therein.

The term "Pledged Taxes" means (i) the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds and (ii) the proceeds of taxes levied for the years from and after 2005 for the payment of the Prior Bonds to the extent such tax collections are not necessary for the payment of the Prior Bonds due to the refunding thereof as authorized herein or pursuant to any other authorization, and the term "Pledged Taxes" shall also include any amounts deposited into the hereinafter-defined Bond Fund or deposited with the Ad Valorem Tax Escrow Agent (as hereinafter defined) by an Authorized Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 9 hereof.

The City reserves the right to abate all or a portion of the Pledged Taxes required to be levied in any year if and to the extent on or before March 31 of the next succeeding calendar year (or such earlier date as may be required by law), the City has on hand amounts dedicated to the payments described in clauses (i), (ii) and (iii) of the first paragraph of this Section 7 due during the one-year period commencing on January 2 of such succeeding calendar year.

SECTION 8. The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds) and amounts payable under agreements authorized under Section 14 hereof to the payment of which the City has pledged its full faith and credit for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 9. Either Authorized Officer is authorized to establish one or more special accounts, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated from all other funds and accounts of the City, which shall either be (i) held by an Authorized Officer (each a "Bond Fund") or (ii) maintained with a bank or trust company to be designated by an Authorized Officer (each an "Ad Valorem Tax Escrow Account") pursuant to an escrow agreement (each an "Ad Valorem Tax Escrow Agreement"), between the City and the applicable Escrow Agent named therein (each an "Ad Valorem Tax Escrow Agent"), and one or more of the Mayor or either Authorized Officer are hereby authorized to execute and deliver one or more Ad Valorem Tax Escrow Agreements in connection with the sale of the Bonds in such form as the officers so executing such agreement may deem appropriate in accordance with the provisions of this ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, any such Ad Valorem Tax Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the applicable Ad Valorem Tax Escrow Account, if such Account has been created.

SECTION 10. If the Pledged Taxes to be applied to the payment of the Bonds are not available in time to make any payments of principal of or interest on the Bonds when due, then the appropriate fiscal officers of the City are hereby directed to make such payments from any other monies, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such Pledged Taxes, and when the proceeds thereof are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 11. A copy of this ordinance, duly certified by the City Clerk or the Deputy City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 2007, to and including 2042, to extend the taxes levied pursuant to Section 7 hereof for collection in such year, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this ordinance, duly certified by the City Clerk or the Deputy City Clerk, shall also be filed with each applicable Ad Valorem Tax Escrow Agent, if any, each applicable Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with an Ad Valorem Tax Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

SECTION 12. Either Authorized Officer is hereby authorized to sell all or any portion of the Bonds, from time to time to or at the direction of an underwriter or group of underwriters to be selected by an Authorized Officer (the "Underwriters"), with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as such Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this ordinance.

The principal amount of and the interest on the Bonds (including the Compound Accreted Value of any Capital Appreciation Bonds and based on reasonable estimates of the interest to be paid on Variable Rate Bonds) sold of each series and maturity in the aggregate (after taking into account mandatory redemptions) shall not exceed the amount levied therefor as specified in Section 7 hereof. The Bonds may be sold from time to time as an Authorized Officer shall determine that the proceeds of such sales are needed.

Subsequent to the sale of any series of Bonds, an Authorized Officer shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for the Bonds sold, (ii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds and Variable Rate Bonds, respectively, (iii) in the case of Bonds sold as Capital Appreciation Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds being sold and (B) a table of Compound Accreted Values per minimum authorized Compound Accreted Value at maturity for any Capital Appreciation Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond on each semiannual compounding date, (iv) the interest rates on the Current Interest Bonds sold or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable to such Variable Rate Bonds from time to time, (v) the specific maturities, series and amounts of the Prior Bonds to be refunded with proceeds of the Bonds, (vi) the date on and price at which the Prior Bonds shall be redeemed (if such redemption shall occur prior to stated maturity or pursuant to mandatory sinking fund redemption); (vii) the disposition of the taxes levied for the years from and after 2005 for the payment of the Prior Bonds as authorized by Section 15 hereof, (viii) the identity of the insurer issuing the insurance policy, if any, referred to below, and the identity of the provider of a Credit Facility, as hereinafter defined, if any, for such Bonds, (ix) the identity of the Underwriters selected for such Bonds, (x) the identity of the applicable Bond Registrar and any trustee or trustees selected by an Authorized Officer for such

Bonds, (xi) the identity of any remarketing agent retained in connection with the issuance of Variable Rate Bonds, if any, (xii) the compensation paid to the Underwriters in connection with such sale, and (xiii) any other matter authorized by this ordinance to be determined by an Authorized Officer at the time of the sale of the Bonds of each series.

Either Authorized Officer is hereby authorized and directed to cause all necessary notices of redemption of the Prior Bonds selected for refunding as provided above in accordance with the terms of the respective ordinances authorizing the Prior Bonds.

The Mayor or either Authorized Officer is hereby authorized to execute and deliver a contract of purchase with respect to each sale of the Bonds to, or at the direction of, the Underwriters in substantially the form previously used for similar general obligation bonds of the City with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as such Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The compensation paid to the Underwriters in connection with any sale of Bonds shall not exceed three percent (3%) of the principal amount of the Bonds being sold. Nothing contained in this ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

In connection with any sale of the Bonds, either Authorized Officer is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by such Authorized Officer, if such Authorized Officer determines such bond insurance to be desirable in connection with such sale of the Bonds. Either Authorized Officer may, on behalf of the City, make covenants with such bond insurer that are not inconsistent with the provisions of this ordinance and are necessary to carry out the purposes of this ordinance.

In connection with any sale of the Bonds, the Mayor or either Authorized Officer is hereby authorized to obtain one or more letters of credit, lines of credit, standby bond purchase agreements, or similar credit or liquidity facilities (a "Credit Facility") with one or more financial institutions. The Mayor or either Authorized Officer is hereby authorized to enter into a reimbursement agreement and/or standby bond purchase agreement and to execute and issue a promissory note in connection with the provisions of each Credit Facility. Any Credit Facility, reimbursement agreement or standby bond purchase agreement shall be in substantially the form of the credit facilities, reimbursement agreements and standby bond purchase agreements previously entered into by the City in connection with the sale of general obligation bonds or notes, but with such revisions in text as the Mayor or Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. The annual fee paid to any financial institution that provides a Credit Facility with respect to all or a portion of a series of the Bonds

shall not exceed one-half of one percent (.50%) of the average principal amount of such Bonds outstanding during such annual period. The final form of any reimbursement agreement and/or standby bond purchase agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed in the Office of the City Clerk pursuant to this section. Each such promissory note shall be a general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each promissory note shall bear interest at a rate not exceeding fifteen percent (15%) per annum and shall mature not later than the final maturity date of the related Bonds secured by such reimbursement agreement or standby bond purchase agreement. The Mayor or either Authorized Officer is hereby authorized to execute and deliver any such reimbursement agreement or standby bond purchase agreement, under the seal of the City affixed and attested by the City Clerk or the Deputy City Clerk.

In the event that Bonds are sold in any year so as to require the levy of taxes in such year for the purpose of making the payments described in clauses (i), (ii) and (iii) of the first paragraph of Section 7 hereof with respect to such Bonds and Bonds sold in prior years (after taking into account mandatory redemptions) in an amount less than the amount specified therefor in the first paragraph of Section 7 hereof after all series of Bonds are sold for such year, then an Authorized Officer shall, on or prior to December 31 of such year, notify the City Council of the determination made pursuant to clauses (a) and (b) of the first paragraph of Section 7 hereof regarding the application of any excess levy collections resulting from such sale or sales with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, in connection with a determination made pursuant to clause (b) of the first paragraph of Section 7 hereof an Authorized Officer shall file in the respective offices of the County Clerks certificates of tax abatement for the year. In the event that upon the final sale of the Bonds of all series for such year, such Bonds have been sold so as to require the levy of taxes in that year or any succeeding year for the purpose of making the payments described in clauses (i), (ii) and (iii) of the first paragraph of Section 7 hereof with respect to such Bonds and Bonds sold in prior years (after taking into account mandatory redemptions) in an amount less than the amount specified therefor in Section 7 hereof, then there shall be included, in the final notification of sale to the City Council described in the third (3rd) paragraph of this Section 12, the determination made pursuant to clauses (a) and (b) of the first paragraph of Section 7 hereof regarding the application of any excess levy collections for that year and any succeeding year resulting from such sale or sales with lesser maturities (after taking into account mandatory redemptions) or at a lower rate or rates of interest, and, in addition, in connection with a determination made pursuant to clause (b) of the first paragraph of Section 7 hereof an Authorized Officer shall file in the respective offices of the County Clerks certificates of tax abatement for such year or years. If any of the Bonds are not to be sold and issued as provided herein as determined by either Authorized Officer, the corresponding taxes herein levied to pay debt service thereon shall be abated in full. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied

pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the sale or sales of the Bonds in such year or the non-issuance thereof, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement, an official statement or any other disclosure document relating to each sale and issuance of the Bonds are hereby ratified and approved. The Mayor and either Authorized Officer are each hereby authorized to execute and deliver an official statement or other disclosure document relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement, official statement and other disclosure documents herein authorized shall be in substantially the forms previously used for general obligation bonds of the City, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the Bonds, and describe accurately the current financial condition of the City and the parties to the financing.

In connection with any sale of the Bonds, either Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each a "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Continuing Disclosure Undertaking as executed. Either Authorized Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its respective terms from time to time following its execution and delivery as said officer shall deem necessary. In addition, each Authorized Officer is authorized to make all future filings with each Nationally Recognized Municipal Securities Information Repository with respect to any debt obligations of the City, all in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any applicable Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the purchasers in accordance with the applicable terms of sale.

The Mayor, each Authorized Officer, the City Treasurer, the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements (including such contracts, such intergovernmental agreements or such grant or loan agreements with not-for-profit organizations, educational or cultural institutions or for-profit organizations or to assist the State of Illinois, the United States of America, or other municipal corporations, units of local government or school districts in the State of Illinois, receiving proceeds of the Bonds as either Authorized Officer shall deem necessary and appropriate) and perform such other acts as may be necessary or desirable in connection with the Bonds and the other documents and agreements authorized hereunder, including, but not limited to, the grants or loans to pay costs of the Project described in Section 13 hereof and the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 13. The proceeds from the sale of any of the Bonds shall be used as follows:

(a) The sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the applicable Bond Fund or the applicable Ad Valorem Tax Escrow Account, if established.

(b) From the sale proceeds derived from any such sale of the Bonds, (i) such sum as may be determined by an Authorized Officer to be necessary to pay not more than three (3) years of interest on the Bonds issued to pay costs of the Project may be used to pay such interest, and to that end, may be deposited in the applicable Bond Fund or the applicable Ad Valorem Tax Escrow Account, if established; (ii) the sum determined by an Authorized Officer to be necessary to pay the costs of the Project shall be set aside, held and invested at the direction of an Authorized Officer, as separate funds of the City pending such payment, provided that proceeds of the Bonds issued to finance the Pension Contributions shall be paid into the Pension Funds as and when required by law; and (iii) the sum determined by an Authorized Officer to be sufficient to pay the Prior Bonds being refunded at or prior to their respective maturities, at a price of par, the applicable redemption premium and accrued interest thereon up to and including said redemption or maturity dates shall be deposited into the respective debt service funds established for the Prior Bonds or into one or more "Refunded Bonds Escrow Accounts" to be held by one or more banks or trust companies to be designated by an Authorized Officer, each pursuant to the terms of an escrow agreement (each a "Refunding Escrow Agreement"), and the Mayor, each Authorized Officer, the City Clerk and the Deputy City Clerk, or any of them, are hereby authorized to execute and deliver each Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the refunding or refundings described in this paragraph. Notwithstanding any

provision of the Municipal Code, investments acquired with proceeds of the Bonds or investment income thereon may mature beyond two (2) years from the date of acquisition, and may include agreements entered into between the City and providers of securities under which agreements providers agree to purchase from or sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreement.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b), above, the amount deemed necessary by an Authorized Officer shall be applied to the payment of the costs of issuance of the Bonds, including the premium or fee for bond insurance or other credit or liquidity enhancement, if any, and any unexpended portion of the sale proceeds shall be paid to the City.

The costs of the Project may be paid directly by the City or may be financed by the making of grants or loans for the implementation of the Project to (i) not-for-profit organizations, educational or cultural institutions or for-profit organizations, (ii) the United States of America, (iii) the State of Illinois or (iv) other units of local government, political subdivisions, municipal corporations or school districts in the State of Illinois, including any operating division thereof, all as determined by an Authorized Officer. Any loans made by the City as authorized hereby shall be made in such amounts and on such terms and conditions as shall be established by an Authorized Officer, and either Authorized Officer is authorized to expend any amounts received by the City pursuant to the repayment of any such loans for any purpose for which the proceeds of the Bonds are authorized to be expended and for the payment or prepayment of any City debt obligations, all as determined by such Authorized Officer.

An Authorized Officer shall report to the City Council with respect to the expenditure of the proceeds of each series of the Bonds issued hereunder to pay the costs of the Project. Such reports shall be made no later than August 1 of each year, commencing August 1, 2007, with respect to expenditures made during the preceding calendar year. No report shall be required hereunder following any calendar year in which no proceeds of any series of the Bonds are expended to pay costs of the Project.

SECTION 14. The Mayor or either Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements, or options to enter into such agreements, with counterparties selected by an Authorized Officer, the purpose of which is to provide to the City (i) an interest rate basis, cash flow basis, or other basis different from that provided in the Bonds for the payment of interest or (ii) with respect to a future delivery of Bonds, one or more of a guaranteed interest rate, interest rate basis, cash flow basis, or purchase price. Such agreements or contracts include without limitation agreements or contracts

commonly known as interest rate exchange, collar, cap, or derivative agreements, forward payment conversion agreements, interest rate locks, forward bond purchase agreements, bond warrant agreements, or bond purchase option agreements and also include agreements or contracts providing for payments based on levels of or changes in interest rates, including a change in an interest rate index, to exchange cash flow or a series of payments, or to hedge payment, rate spread, or similar exposure. The stated aggregate notional amount (net of offsetting transactions) under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds to which such agreements relate. For purposes of the immediately preceding sentence, "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap. Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency -- Single Jurisdiction version or the Multicurrency -- Cross Border version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swaps and Derivatives Association, Inc. (the "I.S.D.A.") or any successor form to either published by the I.S.D.A., and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of the City Council's approval of such insertions, completions and modifications thereof. Should the I.S.D.A. form not be the appropriate form to accomplish the objectives of the City under this Section 14, then such other agreement as may be appropriate is hereby approved, the execution by the Mayor or an Authorized Officer being conclusive evidence of the City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement described in this Section 14 shall (i) constitute a general obligation of the City for which is pledged its full faith and credit, (ii) be payable from the tax levy described in Section 7 hereof, (iii) constitute operating expenses of the City payable from any monies, revenues, income, assets or funds of the City available for such purpose, or (iv) constitute any combination of (i), (ii), and (iii), all as shall be determined by an Authorized Officer. Nothing contained in this Section 14 shall limit or restrict the authority of the Mayor or either Authorized Officer to enter into similar agreements pursuant to prior or subsequent authorization of the City Council. Any amounts received by the City pursuant to any agreement or option described in this Section 14 are hereby authorized to be expended for any purpose for which the proceeds of the Bonds are authorized to be expended and for the payment or prepayment of any City debt obligations, all as determined by an Authorized Officer.

SECTION 15. The taxes levied for the years from and after 2005 for the payment of the Prior Bonds, to the extent the collection of such taxes is not necessary for the payment of the Prior Bonds due to the refunding thereof as authorized herein or pursuant to any other authorization, may, at the direction of an Authorized Officer, be applied to any lawful public purpose of the City designated by the City Council including (i) the purposes set forth in clauses (i), (ii) and (iii) of the first paragraph of Section 7 of this ordinance, (ii) the payment of the costs of any capital projects for which funds have been lawfully appropriated or (iii) the abatement of such taxes. There shall be prepared by an Authorized Officer and filed with the County Clerks a certificate of reduction of taxes heretofore levied for the payment of the Prior Bonds selected for refunding by an Authorized Officer as provided in Sections 12 and 13 hereof and directing the abatement of the taxes heretofore levied to pay the Prior Bonds being refunded, including the taxes levied for the years from and after 2005, if so determined by an Authorized Officer as provided in the preceding sentence. In addition, any proceeds of the Prior Bonds being held for the payment of the Prior Bonds, to the extent such proceeds are not necessary for the payment of the Prior Bonds due to the refunding thereof as authorized herein or pursuant to any other authorization, may, at the direction of an Authorized Officer, be applied to any lawful public purpose of the City designated by the City Council, including the payment of the Bonds.

SECTION 16. The City covenants that it will take no action in the investment of the proceeds of the Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes) which would result in making the interest payable on any of such Bonds subject to federal income taxes by reason of such Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as heretofore or hereafter amended (the "Code").

The City further covenants that it will act with respect to the proceeds of Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes), the earnings on the proceeds of such Bonds and any other monies on deposit in any fund or account maintained in respect of such Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America. Either Authorized Officer is hereby authorized to execute such agreements as shall be necessary, in the opinion of nationally recognized bond counsel, to evidence the City's compliance with the covenants contained in this paragraph.

SECTION 17. This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and

consummate the transactions contemplated by this ordinance and the Bonds, 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.

SECTION 18. The Mayor and either Authorized Officer may each designate another to act as their respective proxy and, as applicable, to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or such Authorized Officer pursuant to this ordinance and any instrument, certificate or document required thereby. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and such Authorized Officer, respectively. A written signature of the Mayor or of such Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the 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 an Authorized Officer is so affixed to an instrument, certificate or document at the direction of such Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 19. If requested by the Bond Registrar, the Mayor, either Authorized Officer and the City Clerk or Deputy City Clerk are each authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

SECTION 20. If payment or provision for payment is made, to or for the registered owners of all or a portion of the Bonds, of the Compound Accreted Value of any Capital Appreciation Bond and the principal of and interest due and to become due on any Current Interest Bond or Variable Rate Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent as provided in Section 9 hereof or such bank or trust company as shall be designated by an Authorized Officer (such bank or trust company hereinafter referred to as a Defeasance Escrow Agent), all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void as to those Bonds or portions thereof except for purposes of registration, transfer and exchange of Bonds and any such payment from such monies or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the Compound Accreted Value of any such Capital Appreciation Bond or the principal of any such Current Interest

Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent as provided in Section 9 hereof or a Defeasance Escrow Agent, in trust and exclusively for such payment, (1) monies sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; (C) obligations of the following government-sponsored agencies that are not backed by the full faith and credit of the United States Government: Federal Home Loan Mortgage Corp. (F.H.L.M.C.) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (F.H.L. Banks) debt obligations, Fannie Mae debt obligations, Financing Corp. (F.I.C.O.) debt obligations, Resolution Funding Corp. (R.E.F.C.O.R.P.) debt obligations, and United States Agency for International Development (United States A.I.D.) Guaranteed notes; (D) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient monies to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such monies or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless, in the case of Bonds (other than Bonds issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes), the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent or the applicable Defeasance Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of such Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision thereto.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities as provided in this section or a defeasance deposit with respect to the Prior Bonds pursuant to any Refunding Escrow Agreement authorized by Section 13(b) hereof,

from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Bonds or Prior Bonds, as appropriate. Amounts held by the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent, any Defeasance Escrow Agent or any escrow agent pursuant to a Refunding Escrow Agreement (such escrow agent hereinafter referred to as a "Refunding Escrow Agent") in excess of the amounts needed so to provide for payment of the defeased Bonds or Prior Bonds, as appropriate, may be subject to withdrawal by the City. The Mayor or either Authorized Officer is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by an Authorized Officer, with respect to the investment and use of such excess amounts held by the applicable Bond Registrar, the applicable Ad Valorem Tax Escrow Agent, a Defeasance Escrow Agent or a Refunding Escrow Agent.

SECTION 21. Notwithstanding any other provisions of this Ordinance, the terms and provisions of the trust indenture securing a series of Variable Rate Bonds as authorized in Section 2 hereof with respect to (a) the authentication, registration, transfer and destruction or loss of such Variable Rate Bonds, (b) subject to the limitation on redemption price set forth in Section 3(d) hereof, the redemption of such Variable Rate Bonds, or (c) the method of payment or defeasance of such Variable Rate Bonds, shall apply to such Variable Rate Bonds issued pursuant to this ordinance.

SECTION 22. Any funds heretofore or hereafter received by the City, pursuant to any agreement or option of the kind described in Section 14 hereof and in connection with outstanding general obligation bonds or notes of the City, are hereby authorized to be expended for the payment or prepayment of any City debt obligations; provided however, notwithstanding the foregoing, such authorization shall not apply to any funds the expenditure of which shall have been heretofore authorized by other applicable law.

SECTION 23. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. 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. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of 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.

In this ordinance, the term "City Clerk" includes any person duly appointed as acting city clerk to fill a vacancy in the office of City Clerk until a successor has been duly elected and qualified.

SECTION 24. This ordinance shall be published by the City Clerk or Deputy City Clerk, by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 25. This ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided herein.

AUTHORIZATION FOR WAIVER OF CERTAIN FEES
FOR REHABILITATION AND CONVERSION OF
PROPERTY AT 5000 SOUTH INDIANA
AVENUE INTO SINGLE-ROOM
OCCUPANCY BUILDING.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City of Chicago to waive certain fees relating to the property located at 5000 South Indiana Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, D.O.H. has preliminarily reviewed and approved the allocation of certain low- income housing tax credits pursuant to Section 42 of the Internal Revenue Code with respect to the rehabilitation of the old Washington Park Y.M.C.A. into a sixty-three (63) unit single-room occupancy building (the "Project") to be undertaken by A.H.P.F. 51st Street Y, L.P., an Illinois limited partnership (the "Developer"), of which Affordable Housing Preservation 51st Street Y, an Illinois not-for-profit corporation, is the sole general partner, on certain real property located generally at 5000 South Indiana Avenue in Chicago, Illinois (the "Property"); and

WHEREAS, All of the units shall be rent-restricted and occupied by individuals having incomes not in excess of thirty percent (30%) of area median income, as determined by the United States Department of Housing and Urban Development (including approximately thirty-two (32) units that shall be made available as public housing through Chicago Housing Authority); and

WHEREAS, The City desires to waive certain fees with respect to the Project; 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. In connection with the Project, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and more fully described in Exhibit A attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"), and shall pay a One Hundred Dollar (\$100) per unit impact fee under such Chapter 16-18. Section 2-44-090 of the Municipal Code shall not apply to the Project.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall 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 and approval.

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

Exhibit "A".

Fee Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

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.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING
CASE OF AGUILAR V. CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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: *Aguilar v. City of Chicago*, 01 L 3538, in an amount of \$550,000, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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: *Aguilar v. City of Chicago*, cited as 01 L 3538, in the amount of \$550,000.

DESIGNATION OF ASAT INVESTMENTS, INC. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR PROPERTY AT
6401 -- 6415 AND 6425 NORTH
ROCKWELL STREET.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with ASAT, Inc., amount of note not to exceed \$1,187,800, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 3, 1999 and published at pages 13333 -- 13432 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 as revised on October 22, 1999, revised as of March 3, 2000 (the "Devon and Western Plan") for the Devon and Western Tax Increment Financing Redevelopment Project Area (the "Devon and Western 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 3, 1999 and published at pages 1343 -- 3445 of the *Journal* of such date, the Devon and Western Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "Devon and Western T.I.F. Ordinance") adopted by the City Council on November 3, 1999 and published at pages 13444 -- 13457 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Devon and Western Area redevelopment project costs (as defined in the Act) incurred pursuant to the Devon and Western Plan; and

WHEREAS, The City owns certain property located within the Devon and Western Area located at 6401 -- 6415 North Rockwell Street, Chicago, Illinois, in the Devon and Western Area (the "Parcels");

WHEREAS, City's Department of Planning and Development ("D.P.D.") issued a request for proposal ("R.F.P.") for the development of the Parcels on January 21, 2003; and

WHEREAS, D.P.D. received a response to the R.F.P. from ASAT Investments, Inc. ("Developer"), which was found to be most in keeping with the R.F.P. and D.P.D. desires to select and approve Developer as developer of the Parcels; and

WHEREAS, Developer owns certain property located within the Devon and Western Area located at 6425 North Rockwell Street, Chicago, Illinois (the "Acquisition"), and in connection with such Acquisition, the Developer intends to acquire the Parcels from the City (the "Disposition Parcels") and, in addition, certain property, presently an alley, shall be vacated pursuant to a plat of vacation and a related ordinance authorizing conveyance of such vacated property to Developer, all as legally described on Exhibit D of this ordinance (the "Property"); and

WHEREAS, Developer proposes to undertake development and construction of a six (6) story, approximately one hundred forty-one thousand seven hundred ten (141,710) square foot mixed-use retail/commercial/residential-condominium facility on the Property, which will consist of six (6) commercial/retail spaces comprising approximately twenty-four thousand seven hundred ninety (24,790) square feet on the basement and first (1st) floors, thirty (30) single-family condominium units with two (2) and three (3) bedrooms on the fifth (5th) and six (6th) floors comprising approximately thirty-seven thousand three hundred sixty (37,360) square feet and an approximately seventy-five thousand eighty-three (75,083) square foot parking deck consisting of two hundred fifteen (215) on-site parking spaces between the basement and the fourth (4th) floor, one hundred seventy-eight (178) of which shall be for public use and thirty-seven (37) of which shall be for private use, which shall be managed by a professional garage operator, and a green roof covering fifty percent (50%) of available roof space (the "Facility"); a total of twenty percent (20%) of the condominium units, or six (6) based on a total of thirty (30) (the "Affordable Units"), will be affordable to households earning no more than one hundred percent (100%) of A.M.I. in compliance with the affordability guidelines established by the Chicago Department of Housing (the "Affordability Covenants"), all of such units having one dedicated parking space, and, in connection with construction of the Facility, a portion of North Rockwell Street south of the Facility will be closed, and at such location Developer will construct a public plaza (the "Plaza"), which will be landscaped in accordance with the requirements of the City landscape ordinances and in accordance with the Devon and Western Plan pursuant to the terms and conditions of a proposed redevelopment and maintenance agreement to be executed by the Developer and the City, such Facility, Plaza and related improvements collectively referred to herein as the ("Project"), to be financed in part by the issuance of the Note to be repaid from the Available Incremental Taxes (as defined in the Redevelopment Agreement) in the Devon and Western Redevelopment Project

Area Special Tax Allocation Fund (as defined in the Devon and Western T.I.F. Ordinance); and

WHEREAS, Pursuant to Resolution Number 05-CDC-75 adopted by the Community Development Commission of the City of Chicago (the "Commission") on August 9, 2005, D.P.D. is recommending the Developer for development of the Project to the City Council for selection and approval and requests authorization to enter into a redevelopment agreement with the Developer for the Project and to convey to the Developer the Disposition Parcels listed in the redevelopment agreement for One and no/100 Dollars (\$1.00); 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 Developer 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 Developer 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. The City is hereby authorized to sell and convey to the Developer the Disposition Parcels listed on Exhibit D for consideration of One and no/100 Dollars (\$1.00). The Disposition Parcels shall be conveyed to the Developer subject to the Developer's execution, and in accordance with the terms and conditions, of the Redevelopment Agreement referred to in Section 3 above.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Developer the Disposition Parcels described on Exhibit D. Such quitclaim deed shall include a right of reverter that shall provide for title to revert to the City in the event the Developer does not comply with the construction and completion deadlines for Project set forth in the Redevelopment Agreement.

SECTION 6. There shall be borrowed for and on behalf of the City an amount not to exceed One Million One Hundred Eighty-seven Thousand Eight Hundred Dollars (\$1,187,800) for the payment of a portion of the eligible costs included within the

Project and a note of the City shall be issued up to said amount and shall be designated "Tax Increment Allocation Revenue Note (Devon and Western Redevelopment Project), Taxable Series A" (the "Note"). The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The Note shall bear interest at an annual rate, plus two hundred seventy-five (275) basis points, at a rate equal to the calculation of the observed median for the fifteen (15) business days prior to issuance of the City Note of the ten (10) year (United States Treasury Constant Maturities as published upon issuance of the Certificate of Completion, as defined in the Redevelopment Agreement, in the then current Federal Reserve Statistical Release H-15, but not to exceed nine percent (9%) per annum nor to be less than six percent (6%) per annum, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The Note shall be issued to reimburse the Developer for Redevelopment Project Costs and shall be payable solely from certain excess funds attributable to the Property and certain property of the Developer located in Devon and Western Area and deposited into the Devon and Western Redevelopment Project Area Special Tax Allocation Fund and shall be disbursed pursuant to the terms of the Redevelopment Agreement.

The principal of and interest on the Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date, unless the City has been directed to make such payment in another manner by written notice given to the Registrar by the registered owner at least thirty (30) days prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City or the Mayor may designate another to act as his proxy and to affix his signature to each Note, and each Note shall be attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent

of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 7. The City shall cause books (the "Register") for the registration and for the transfer of the Note as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks for the Note executed by the City for use in the transfer of the Note.

Upon surrender for transfer of the Note at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by the registered owner or its attorney duly authorized in writing, and (iii) the written consent of the City evidenced by the signature of the Commissioner (or his or her designee) on the instrument of transfer, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of a fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice of redemption of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The entity in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 8. The principal of the Note shall be subject to prepayment as provided in the form of Note attached hereto as Exhibit B. As directed by the Commissioner, the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 9. The Registrar shall state on the Payment Schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

SECTION 10. The Note shall be prepared in substantially the form attached hereto as Exhibit B.

SECTION 11. The Note hereby authorized shall be executed as provided in this ordinance and the Redevelopment Agreement, and thereupon be deposited with the Commissioner and be delivered by said Commissioner to the Developer.

SECTION 12. The Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Devon and Western Redevelopment Project Area Special Tax Allocation Fund, and shall be a valid claim of the registered owner thereof only against said sources, subject to any amounts required to be paid pursuant to the Redevelopment Agreement. The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note.

SECTION 13. Monies on deposit in the Devon and Western Redevelopment Project Area Special Tax Allocation Fund may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 14. Pursuant to the Redevelopment Agreement, the Developer has agreed to perform and complete the Project. The Developer's expenditure of up to the amount of One Million One Hundred Eighty-seven Thousand Eight Hundred Dollars (\$1,187,800) of eligible costs of the Project relating to the Facility shall be deemed to be a disbursement of the proceeds of the Note, and the outstanding principal amount of the Note shall be represented by the sum of advances made pursuant to a certificate of expenditure (the "Certificate of Expenditure") executed

by the Commissioner (or his or her designee) and authenticated by the Registrar, in accordance with the Redevelopment Agreement, minus any principal amount paid on the Note and other reductions in principal as provided in the Redevelopment Agreement. A Certificate of Expenditure shall not be valid or obligatory under this ordinance unless or until authenticated by the Registrar by manual signature. The City shall not execute Certificates of Expenditure that total in excess of One Million One Hundred Eighty-seven Thousand Eight Hundred Dollars (\$1,187,800) for the Note. Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate of Expenditure to the Registered owner and retain a copy with the Register. The Certificate of Expenditure shall be in substantially the form attached hereto as Exhibit C.

SECTION 15. The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 16. The provisions of this ordinance shall constitute a contract between the City and the registered owner of the Note. All covenants relating to the Note are enforceable by the registered owners of the Note.

SECTION 17. The Mayor (or the Mayor's designated proxy), the City Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 18. 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 19. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 20. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".
(To Ordinance)*

ASAT Investments, Inc.

Redevelopment Agreement

By And Between

The City Of Chicago

And

ASAT Investments, Inc.

This ASAT Investments, Inc. Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 20__, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and ASAT, Inc., an Illinois corporation (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinance on May 17, 2000: "An

Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Devon and Western Redevelopment Project Area," such redevelopment plan having been previously published in the Journal of the Proceedings of the City Council for November 3, 1999, and revised as of October 22, 1999 and as of March 3, 2000; and on November 3, 1999 (2) "An Ordinance of the City of Chicago, Illinois Designating the Devon and Western Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Devon and Western Redevelopment Project Area" (the "TIF Adoption Ordinance") (items (1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. **The Project:** The Developer has acquired certain property located within the Redevelopment Area at 6425 N. Rockwell Avenue, Chicago, Illinois 60645 (the "Acquisition"), and in connection with such Acquisition, the Developer intends to acquire two parcels from the City (the "Disposition Parcels") located at 6401-6415 N. Rockwell Avenue in Chicago, Illinois, all as legally described on Exhibit B. The development site also includes certain property which shall be vacated pursuant to ordinance and in accordance with, subject to the terms of, and as shown on the Plat of Vacation, as defined in this Agreement, (the "Vacated Property"), the Disposition Parcels, and the Vacated Property, collectively described in this Agreement as the "Land". The Acquisition, the Disposition Parcels, and the Vacated Property are collectively described in this Agreement as the "Property". On the Closing Date, the City will convey the Land (other than the Vacated Property, the rights to which shall be transferred by the recording of the vacation ordinance and Plat of Vacation) by quitclaim deed to the Developer in exchange for the Purchase Price, and within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete construction on the Property of a 6 story approximately 141,710 square feet mixed-use retail/commercial/residential-condominium facility, which will consist of six commercial/retail spaces comprising approximately 24,790 square feet on the basement and first floors, 30 single-family condominium units with two and three bedrooms on the fifth and six floors comprising approximately 37,360 square feet and an approximately 75,083 square foot parking deck consisting of 215 on-site parking spaces between the basement and the fourth floor, 178 of which shall be for public use and 37 of which shall be for private use, which shall be managed by a professional garage operator, and a Green Roof covering 50% of available roof space (the "Facility"). A total of 20% of the condominium units, or six based on a total of 30, of the condominium units (the "Affordable Units") will be affordable to households earning no more than 100% of the Chicago Primary Metropolitan Statistical Area median income ("AMFI") in compliance with the affordability guidelines established by the Chicago Department of Housing (the "Affordability Covenants"). All of the units will include one dedicated parking space. In connection with construction of the Facility, a portion of Rockwell Avenue south of the Facility will be closed, and at such location Developer will construct a public plaza (the "Plaza") consisting of the following elements: ample benches and natural flowing shrubbery, trees and ground covers. Both street frontage on Devon and Rockwell, including the Plaza will be landscaped in accordance with the requirements of the City

landscape ordinances. (The Facility, Plaza and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C), are collectively referred to herein as the "Project").

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Devon and Western Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Note (defined below) and/or (ii) Available Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Note.

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:

"Act" shall have the meaning set forth in the Recitals hereof.

"Actual residents of the City" shall mean persons domiciled within the City.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Affordability Covenants" shall mean the income, rent, amenities, end user and occupancy restriction covenants set forth in Recital D, which shall apply for the 30 year term in compliance with the ordinances setting forth Affordability Guidelines and Affordable Housing Commitment of the City.

"Available Incremental Taxes" shall mean an amount equal to the Incremental Taxes deposited in the Devon and Western Redevelopment Project Area TIF Fund attributable to (a) the Designated PINs as defined below and (b) the taxes levied on the Property attributable to the Project as the taxes in (a) and (b) above are adjusted to reflect the amount of the City Fee described in **Section 4.05 (b)** hereof, excluding Incremental Taxes previously pledged by the City.

"Bond(s)" shall have the meaning set forth for such term in **Section 8.05** hereof.

"Barricades" shall mean any barricade governed by the requirements of **Section 3.10**.

"Certificate" shall mean the Certificate of Completion described in **Section 7.01** hereof.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in **Section 3.03**, **Section 3.04** and **Section 3.05**, respectively.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Fee" shall mean the fee described in **Section 4.05 (b)** hereof.

"City Funds" shall mean the funds described in **Section 4.03(b)** hereof.

"City Note" shall mean the taxable Tax Increment Allocation Revenue Note (Devon and Western Redevelopment Project), Series A, to be in the form attached hereto as **Exhibit M**, in the maximum principal amount of \$1,187,800, issued by the City to the Developer upon issuance of the Certificate. The City Note shall bear interest at an annual rate, plus 275 basis points, at a rate equal to the calculation of the observed median for the 15 business days prior to issuance of the City Note of the 10 year U.S. Treasury Constant Maturities as published upon issuance of the Certificate in the then current Federal Reserve Statistical Release H-15, but not to exceed nine percent (9%) nor to be less than six percent (6%). In the event that Federal Reserve Statistical Release H-15 is no longer available, such interest rate will be determined based on a comparable index at determined by DPD.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Completion Date" shall mean the date on which the preconditions of disbursement set forth in Section 4.07 are satisfied.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as **Exhibit E**, to be entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Designated PINs" shall mean Developer-owned property (or property formerly owned by Developer) in the Redevelopment Area consisting of the following Project Identification Numbers: 11-31-316-030, 11-31-316-031, 11-31-316-032, 11-31-316-033, 11-31-316-034 and 11-31-316-035.

"Developer's Architect" shall mean Hanna Architects.

"Devon and Western 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.

"Employer(s)" shall have the meaning set forth in **Section 10** hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns) or **Section 4.03(b)**.

"Escrow" shall mean the construction escrow, if any, established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement, if any, establishing a construction escrow, to be entered into as of the date hereof by [the City,] the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), substantially in the form of **Exhibit F** attached hereto.

"Event of Default" shall have the meaning set forth in **Section 15** hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"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 Devon and Western Redevelopment Area established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Inspecting Agent or Architect" shall mean Hanna Architects.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Management Agreement" shall mean that certain agreement covering management of the garage owned by the Developer and located within the Facility."

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.]

"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 G** hereto.

"Plans and Specifications" shall mean initial construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Plat of Vacation" shall mean that certain plat of vacation vacating public right of way to the Developer as approved by the ordinance of the City Council adopted on _____, 2006 and published in the Journal of Proceeding for such date at pages _____ through _____.

"Prior Expenditure(s)" shall have the meaning set forth in **Section 4.05(a)** hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as **Exhibit H**, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with **Section 3.03** hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Purchase Price" shall mean the cash consideration to be paid by the Developer for acquisition of the Disposition Parcels as defined in **Section 3.14** from the City being in the amount of One Dollar (\$1.00).

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project 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.

"Requisition Form" shall mean the document, in the form attached hereto as **Exhibit L**, to be delivered by the Developer to DPD pursuant to **Section 4.04** of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM [land title] [urban] survey of the Property 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 in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2003).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"Tif-Funded Interest Costs" shall mean those costs which (i) are included within the definition of redevelopment project costs in Section 5/11-74.4-3(q) of the Act and are included in the Plan and (ii) have the meaning set forth in Section 4.02 hereof.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean _____.

"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 Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction

no later than June 1, 2006; and (ii) complete construction and conduct business operations therein no later than June 1, 2008. In addition to the construction of the Project, Developer will obtain evidence that the County Assessors Office, Divisions Department, will assess the Property on the following basis: (i) with respect to the retail/commercial/garage parcel portion of the Facility, the County will allocate costs of the Facility pro rata (based on actual dimensions) so that a separate pro rata valuation will apply to the portion of the Facility within the Redevelopment Project Area; and (ii) with respect to the residential portion of the Project, the Developer's Architect has satisfied the County that the Facility has been configured and constructed so that 22 of the condominium units (22) and all of the Affordable Units are entirely within the Redevelopment Project Area, which will allow for the allocation of tax increment to such condominium units consistent with the TIF Ordinances.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$15,950,260. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage of the Facility by more than 5%; (b) a change in the use of the Property, including a change to a use other than residential/commercial/retail/parking; (c) reduction in the number of parking spaces; or (d) a delay in the completion of the Project that extends the schedule by more than 60 days. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section).

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project.

3.09 Architect's Certificates and Periodic Reports. The Developer has contracted with the Developer's Architect to act as its architect on the Project. The Developer's Architect shall provide the following documents to DOH:

- (a) at the time of execution of this Agreement, an original executed Architect's Opening Certificate in the form attached hereto as Exhibit R-1;
- (b) during construction of the Project on a monthly basis, a copy of AIA Form G-703, or a comparable form containing the same information as AIA Form G-703, and inspection reports specified in Section 3.08; and
- (c) upon completion of the Project, an original executed Architect's Completion Certificate in the form attached hereto as Exhibit R-2.

3.10 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed

in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.11 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.12 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.13 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.14 Conveyance of Disposition Parcels. On the Closing Date, the City shall convey to Developer and Developer shall accept title to the Land (excluding the Vacated Property) by quitclaim deed. The Vacated Property shall be conveyed to the Developer on such date by the recording of the ordinance approving the Plat of Vacation.

(a) Without limiting the generality of the quitclaim nature of the City's deed, all such conveyances and title shall, in addition to the provisions of this Agreement and the Permitted Liens, be subject to the following:

- (i) the Redevelopment Plan and the Redevelopment Area;
- (ii) the standard exceptions in an ALTA insurance policy unless said exceptions are otherwise endorsed by the Title Company;
- (iii) taxes due and payable with respect to the period on and after the Closing Date;
- (iv) any easements, encroachments, covenants and restrictions of record and not shown of record, including the Northwest Industrial Corridor Redevelopment Project Area Plan;
- (v) such other title defects as may exist;

- (vi) a retained right of reverter as contained in such deed entitling the City to reacquire title to the Land in the event the Developer fails to develop the Land in accordance within the time frames set forth in this Agreement, as such date(s) may be extended in accordance with Section 3.01 and Section 18.17; and
- (vii) special assessments or other taxes, if any.

(b) Disposition Parcels Closing. The Disposition Parcels closing shall occur on the Closing Date after the Developer satisfies all conditions precedent to the closing, including without limitation, payment to the City of the amount due for the Disposition Parcels (the "Purchase Price") and all other conditions set forth in Section 5 hereof.

(c) Recordation of Quitclaim Deed and Title Policy. The Developer shall promptly record at its own expense the quitclaim deed for the Disposition Parcels in the Recorder of Deeds Office of Cook County. The Developer shall pay all costs for so recording the quitclaim deed. The Title Policy shall be obtained and delivered in connection with the closing on the Closing Date at Developer's sole expense.

(d) Escrow and Miscellaneous Title Insurance Matters. In the event that the Developer requires conveyance through an escrow, the Developer shall pay all escrow fees. The City and Developer shall also execute and deliver routine statements, declarations and undertakings customarily required by the Title Company to issue the Title Policy.

(e) Real Estate Taxes. The City agrees to use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Disposition Parcels, to the extent that such taxes may be waived or abated by writing the County Assessor a customary abatement letter or filing a motion to vacate any tax sale made in error. Developer will be responsible for all taxes accruing after the Closing.

(f) In addition, the Land shall be conveyed to Developer in its "as is, where is" condition, with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental conditions of the Land. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Land is intended to be utilized for under this Agreement, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of the Land in a condition entirely suitable for the intended uses under this Agreement. After the Closing Date, the Developer shall have no recourse whatsoever against the City under any Environmental Law or any other law, rule or regulation for the environmental, soil or other condition of the Land.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$15,965,260, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections [4.03(b)] and 4.06</u>)	\$ 1,773,815
Lender Financing	9,820,866
Donation of City Land	915,000
Estimated City Funds (subject to <u>Section 4.03</u>)	<u>3,455,579</u>
ESTIMATED TOTAL	\$15,965,260

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to make principal and interest payments on the City Note and to reimburse the Developer for costs of TIF-Funded Improvements, including TIF-Funded Interest Costs that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. Available Incremental Taxes in the Devon and Western TIF-Fund may be paid to the Developer as of the date of issuance of the Certificate for those TIF-Funded Improvements specified in Exhibit C as payable upon issuance of such Certificate, but any such payment shall be subject to Section 4.07 of this Agreement. Interest shall not accrue under the City Note until such time that the initial payment of City Funds may be made under Section 4.07. City Funds, in any event, shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City Funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes	\$3,455,579

The initial disbursement of City Funds shall be made after issuance of the Certificate as follows: (a) \$300,000 (to reimburse Developer for a portion of the costs attributable to the Plaza) and (b) a payment of \$[119,746] as partial payment of the remaining TIF-Funded Improvements ("Initial Disbursement"). In addition, the City shall reimburse the Developer 30% of eligible interest cost on Lender Financing ("TIF-Funded Interest Costs") during the term of this Agreement while the Lender Financing remains outstanding and so long as the TIF-Funded Interest Costs, may, under the Act, be legally paid out of Available Incremental Taxes. The TIF-Funded Interest Costs shall be paid annually by the City to Developer to reimburse Developer for such costs upon submission of an executed Requisition Form for the TIF-Funded Interest Cost in the form attached hereto as Exhibit L. Provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$3,455,579; and provided further, that the \$3,455,579 to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Available Incremental Taxes deposited into the Devon and Western TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to the Developer upon issuance of the Certificate of Completion. The principal amount of the City Note shall be in an amount equal to the costs of the TIF-Funded Improvements which have been incurred by the Developer (less the amount of the Initial Disbursement and the estimated TIF-Funded Interest Costs) and are to be reimbursed by the City through payments of principal and interest on the City Note, subject to the provisions hereof; provided, however, that the maximum principal amount of the City Note shall be an amount not to exceed \$1,187,800; and provided further, that payments under the City Note shall be payable only after payment of TIF-Funded Interest Costs as set forth above and are subject to the amount of Available Incremental Taxes deposited into the Devon and Western TIF fund for the Redevelopment Area being sufficient for such payments, and further shall not cause the maximum amount paid pursuant to this Agreement to exceed the maximum amount of City Funds to be made available under this Agreement, or \$3,455,579. The Developer acknowledges and agrees that the City shall be free to reserve, pledge and commit Incremental Taxes to other tax parcels in the Redevelopment Area.

4.04 Construction Escrow; Requisition Form.

(a) The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) Prior to the initial payment to the Developer upon issuance of the Certificate of Completion and prior to each [January 1] (or such other date as the parties may agree to) thereafter, beginning upon issuance of the Certificate and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this 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 calendar year (or as otherwise permitted by DPD).

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) City Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed [\$25,000 or \$100,000] in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement/Execution of Certificate of Expenditure. Prior to each disbursement of City Funds hereunder and/or prior to execution of a Certificate of Expenditure, the Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request for disbursement of City Funds and/or execution by the City of a Certificate of Expenditure 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 and/or request for execution of a Certificate of Expenditure, that:

(a) the total amount of the disbursement request and/or for Certificate of Expenditure represents the actual cost of the item or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request and/or request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request and/or request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer 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 and/or execution of a Certificate of Expenditure by the City shall

be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement and/or execution of a Certificate of Expenditure, including but not limited to requirements set forth in the Bond Ordinance, if any, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement.

4.08 Environmental Matters Concerning the Land.

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Land or the suitability of the Land for any purpose whatsoever, and Developer agrees to accept the Land "as is."

(b) It is the responsibility of Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Disposition Parcels. Prior to the Closing, Developer will have the right to request a right of entry for the purpose of conducting environmental tests on the Land. If such a request is made, the City will grant Developer a right of entry for such purpose. The granting of the right of entry, however, will be contingent upon Developer obtaining all necessary permits and 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) 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 Land. 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 activity on the Land. Developer will deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Land. Developer expressly understands and agrees that any coverage and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities stated in this Agreement.

(c) Developer agrees to carefully inspect the Land prior to the commencement of any activity on the Land to make sure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. 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 Land. Developer's activities on the Land will be limited to those reasonably necessary to perform the environmental testing, or, subject to the terms of an agreed upon right of entry, remediation work. Upon completion of the work, Developer agrees to restore the Land to their original condition. Developer will keep the Land free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Developer, and agrees to indemnify and hold the City harmless against any such liens.

(d) Developer agrees to deliver to the City a copy of each report, if any, prepared by or for Developer regarding the environmental condition of the Land. If prior to the Closing, Developer's environmental consultant determines that contamination exists on the Land 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 Developer, Developer may declare the Real Estate Purchase Sections (Sections 3.13 and 4.08) of this Agreement null and void by giving written notice thereof to the City. Developer agrees that a request to terminate the real estate purchase provisions for the Land will not be made until all reports concerning the condition of the Land have been reviewed by the City.

(e) If after the Closing, the environmental condition of the Land is not in all respects entirely suitable for the use to which the Land is to be utilized, it will be the sole responsibility and obligation of Developer to take such action as is necessary to put the Land in a condition which is suitable for the intended use of the Land and the Developer shall have no recourse whatsoever against the City under any Environmental Law or any other law, rule or regulation for the environmental, soil or other condition of the Land.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. The Developer has delivered to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant

to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, or DPD has received, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name (and the following trade names of the Developer: Asat, Inc.) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has

engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters, and any other matters which relate to the Project as requested by DPD.

5.13 Environmental. The Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any Phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Plaza Construction and Maintenance Agreement. The Developer shall have entered into an agreement with the City substantially in the form attached hereto as Exhibit Q covering the construction and maintenance of the Plaza and obtained necessary permits with respect to such construction and maintenance obligations.

5.17. Management Agreement. The Developer has provided to Corporation Counsel and DPD a copy the Management Agreement and any additional management agreements related to the Facility. Such Management A

5.18 Plat of Vacation. On the Closing Date, the ordinance approving the Plat of Vacation shall be or shall have been recorded.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, [and having an office located in,] the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction of the Project in accordance with the terms of this Agreement and after the final disbursement from the Escrow, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. Provided, however, no Certificate will be issued unless Developer provides the City with evidence of the following: (a) that the sale of 75% of the market rate units and 100% of all the Affordable Units have closed along with providing to DPD a copy of all 6 recorded recapture mortgages showing full compliance with the provisions of Section 8.20; (b) that Developer has met employment requirements under Section 6; and (c) Developer has obtained written assurances from the County Assessors Office, Divisions Department, that the Facility will be assessed on the following basis: (i) with respect to the retail/commercial/garage parcel portion of the Facility, the County will allocate costs of the Facility pro rata (based on actual dimensions) so that a separate pro rata valuation (based on actual dimensions) will apply to parcels within the Redevelopment Project Area; (ii) the Developer's Architect has satisfied the County that the Facility

has been configured and constructed so that 22 of the condominium units and all of the Affordable Units are entirely within the Redevelopment Project Area, which will allow for the allocation of tax increment to such units consistent with the TIF Ordinances.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of 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 8.01(n), 8.02, 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of any TIF Bonds.

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 corporation duly organized, validly existing, qualified to do business in its state of incorporation, 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 corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(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 (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting

jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer shall not convert any non-residential portion of the Project to a condominium or co-operative form of ownership during the Term of the Agreement (other than as specifically provided for in this Agreement) and shall execute and record appropriate documents, and cooperate with the City, to assure that at all times the residential portions of the Project shall remain residential property in accordance with the Affordability Covenants. The covenant set forth in this Section 8.01(n) shall run with the land and be binding upon any transferee of the Property.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, including specifically but not without limitation, the Affordability Covenants.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to pay outstanding interest and principal on the City Note and to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on 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.

8.06 [Intentionally Omitted].

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and

each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City monthly written progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft 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 Section 8.08.

8.10 Arms-Length Transactions. 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.

8.11 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.

8.12 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.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended 2005 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as

reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 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 on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. If this Agreement is not recorded first, a subordination agreement in form and substance satisfactory to the City shall be executed and recorded with respect to such Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 [Omitted].

8.20 Affordable Housing Covenant.

(a) The Developer agrees and covenants to the City that it shall meet the intent and purpose of the City's Affordable Housing Ordinance, Sec. 2-44-090 of the Municipal Code of Chicago, by undertaking the following:

(i) A total of 6 of the Facility's dwelling units (which number is at least 20% of the dwelling units comprising the Project) will be or have been sold by Developer at initial base purchase prices not greater than those shown in the table below (which prices [TO BE UPDATED AT CLOSING] have already been approved by the City's Department of Housing) to buyers whose annual income does not exceed 100% of the median income of the correspondingly-sized household in the City as determined from time to time by the City's Department of Housing ("Affordable Units"):

Number of Units	Unit	Configuration	Affordable Initial Sale Price
4	_____	2 BR 850 sq. ft.)	[\$157,250]
2	_____	2 BR 900 sq. ft.)	[\$160,200]

(ii) it will ensure that a recapture mortgage running in favor of the City, which instrument includes verbatim the text set forth in the model recapture mortgage form set forth in Exhibit ___ hereto, is recorded in the Office of the Cook County Recorder of Deeds against each Affordable Unit at the time of the Developer's initial sale of each such unit; and

(iii) it will ensure that a photocopy of each of the 6 recorded recapture mortgages is provided to DPD promptly upon the closing of each initial sale of each Affordable Unit.

(b) The proposed Unit Sale Agreement shall include an executed certification from the purchaser or proposed purchasers that it intends to reside in the condominium unit as its primary residence and is purchasing the unit with an intent to resell, which certification Developer, by its delivery to the City, represents and warrants to its knowledge, and to the knowledge of the Project broker or agent, and their respective representatives, in their good faith to be a true and accurate certification.

(c) The Developer acknowledges and agrees that any default under this Section 8.20, in addition to triggering an Event of Default under this Agreement, will also be an event of default under the City's Affordable Housing Ordinance, Sec. 2-44-090 of the Municipal Code of Chicago, and may result in the City's assessment of Affordable Housing Opportunity Fund fees (as defined in that ordinance) of \$100,000 per Affordable Unit not completed as set forth herein and termination or suspension of payments under this Agreement, included but not limited to TIF-Funded Interest Costs and payments under the City Note.

(d) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee.

8.21 Condominium form of Ownership. The Developer shall submit the residential portion of the Facility to the condominium form of ownership as contemplated under the City of Chicago Condominium Ordinance, passed December 21, 1977, amending the municipal Code of Chicago by adding Chapter 100.2 thereto, currently numbered Chapter 12-72 (the "Condominium Ordinance") and shall market, sell and convey the residential units in the Facility in compliance with the Condominium Ordinance and the Illinois Condominium Act and the provisions of this Agreement.

8.22 Public Benefits Program. [Omitted].

8.23 Job Readiness Program. [Omitted].

8.24 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. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 9** or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.*, Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human

Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, 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 (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's

name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. 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 DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by 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 Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports

shall include, inter alia, the name and business address of each MBE and WBE solicited by 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 MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, 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 MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$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, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for

losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

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

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

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

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnities") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by

the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement, including but not limited to the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this

Agreement (including the failure to comply with the Affordable Units covenants set forth in Section 8.20) or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the issuance of the Certificate, the sale or transfer of all of the ownership interests of the Developer, except for the sale of individual residential or [commercial] condominium units, without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of [ten (10%)] of the Developer's issued and outstanding shares of stock.

15.02 Remedies.

(a) 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, including but not limited to injunctive relief or the specific performance of the agreements contained herein, including but not limited to offsetting liquidated damage amounts owed to the City against the principal amount outstanding under the Note and pay back to the City all of the City Funds that the Developer has received upon the occurrence of a default.

(b) Notwithstanding anything to the contrary in the provisions set forth in Section 15.02(a) or Section 15.03, (i) in the event of the Developer's first default of the Affordability Covenants, the City shall suspend payments on the Note until the Developer cures such default; (ii) in the event of the Developer's second default of the Affordability Covenants, the City shall suspend payments on the Note and interest will cease to accrue until the Developer cures the default; (iii) and in the event of the Developer's third default of the Affordability Covenants, the City, at its election may terminate the Redevelopment Agreement, in which event the Note shall be deemed canceled and the City shall have no further obligation to make payments under the Note. Except with respect to Developer's third default of the Affordability Covenants, (which shall have no curative period) a default of the Affordability Covenants shall be deemed a default of a monetary covenant which Developer shall be required to cure within ten (10) days of the receipt of written notice from the City specifying that it has failed to perform such monetary covenant as set forth in Section 15.03.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the

Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party

shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land; provided, however, no mortgagee or other transferee will be entitled to receipt of City Funds without the prior written consent of the City.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD. After issuance of the Certificate prior written consent is not required if Mortgagee accepts an assignment of the Agreement.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, 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:

Asat Investments, Inc.
1516 W. Farwell Avenue
Chicago, Illinois 60626

With Copies To:

Bernard Citron
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601-1102

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with

the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than [ninety (90)] days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 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. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the 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.

18.17 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.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the 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.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether

or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 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.

18.23 Waste. The Developer, in accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, warrants and represents that it, and to the best of its knowledge, its Contractors and Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections): 7-28-390 Dumping on public way; 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge tank and other discharge; 11-4-1450 Gas manufacturing residue; 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements. During the period while this Agreement is executory, Developer, and Developer Contractors' and Subcontractors' violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the Developer, and/or its Contractors' and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as ground for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards with the City.

18.24 Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

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.

DEVELOPER

By: Asat Investments, Inc.

Its: _____

CITY OF CHICAGO

By: _____

Commissioner, Department
of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Asat Investments, Inc., personally known to me to be the _____ of _____, an Illinois corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of 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 _____, _____

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 _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, ____.

Notary Public

My Commission Expires _____

[(Sub)Exhibits "D", "E", "F", "I", "K", "N", "O" and "P" referred to in this
Redevelopment Agreement with ASAT Investments, Inc.
unavailable at time of printing.]

[(Sub)Exhibit "B" referred to in this Redevelopment Agreement with ASAT
Investments, Inc. constitutes Exhibit "D" to ordinance
and printed on pages 71169 through 71170
of this *Journal*.]

[(Sub)Exhibit "M" referred to in this Redevelopment Agreement with ASAT
Investments, Inc. constitutes Exhibit "B" to ordinance and
printed on pages 71163 through 71168 of this *Journal*.]

(Sub)Exhibits "A", "C", "G", "H-1", "H-2", "J", "L", "Q", "R-1", "R-2" and "S" referred
to in this Redevelopment Agreement with ASAT Investments, Inc. read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

Legal Description

That part of the south half of Sections 35 and 36, Township 41 North, Range 13 East of the Third Principal Meridian, the south half of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, that part of Sections 1, 2 and 12, Township 40 North, Range 13 East of the Third Principal Meridian, and that part of Sections 6 and 7, Township 40 North, Range 14 East of the Third Principal Meridian all located in the City of Chicago, Cook County, State of Illinois, described as follows:

beginning at the intersection of the west line of North Kedzie Avenue and the north line of West Devon Avenue, said west line of North Kedzie Avenue being also the west limits of the City of Chicago; thence north along said west line of North Kedzie Avenue to the westerly extension of the south line of Lot 85 in Reinberg's North Channel Subdivision in the southwest quarter of the fractional southwest quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 8630401, said south line of Lot 85 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the westerly extension of the north line of Lot 11 of Block 5 of Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, being Document Number 5305842; thence east along said north line of Lot 11 of Block 5 and its westerly extension to the east line of said Lot 11, said east line being also the west line of the alley east of North Rockwell Street in said Block 5; thence south along said west line of the alley east of North Rockwell Street to the south line of said Lot 11, said south line being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the west line of North Campbell Avenue; thence north along said west line of North Campbell Avenue to the westerly extension of the north line of Lot 11, Block 7 of said Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 7 and its westerly extension to the east line of said Lot 11, being also the west line of the alley east of North Campbell Avenue in said Block 7; thence south along said west line of the alley east of North Campbell Avenue to the westerly extension of the north line of the south 50 feet of Lot 6 of aforesaid Block 7; thence east along said north line of the south 50 feet of Lot 6 and its westerly extension to the west line

of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the north line of Lot 11, Block 8 of aforesaid Wm. L. Wallen's Edgewater Golf Club Addition to Rogers Park; thence east along said north line of Lot 11, Block 8 and its westerly extension 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 Artesian Avenue in said Block 8; thence north along said west line of said alley east of North Artesian Avenue to the north line of West Arthur Avenue; thence east along said north line of West Arthur Avenue to the northerly extension of the west line of Lot 77 of Arthur Avenue Subdivision of 26 acres, being Document Number 7366967, said west line of Lot 77 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 7, Block 8 of Devon/Western Addition to Rogers Park, being a resubdivision of Lots 1 to 24, both inclusive, in Margaret Faber's Subdivision of the south 6 chains of the southwest quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 5525116, said south line of Lot 7, Block 8 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue and its easterly extension to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the south line of Lot 19 in Block 7 of said Devon/Western Addition; said south line of Lot 19 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the east line of North Damen Avenue; thence south along said east line of North Damen Avenue to the south line of Lot 2 of John Becker's Addition to Chicago, being a subdivision in the southwest quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, being Document Number 4020116; thence east along said south line of Lot 2 and its easterly extension to the east line of North Ridge Boulevard; thence northwesterly along said east line of North Ridge Boulevard to the north line of Lot 3 of D. Schreiber's Subdivision of that part of Lots 4 and 5 lying between the Chicago and Northwestern Railway and Ridge Road except the north 50 feet of Lot 4 of Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian being Document Number 4033053; thence east along said north line of Lot 3 to the west line of the alley east of North Ridge Boulevard dedicated on Document Number 4819734; thence northwesterly along said west line of the alley east of North Ridge Boulevard to the westerly extension of the north line of Lot 6 of aforesaid D. Schreiber's Subdivision; thence east along said north line of Lot 6 and its westerly extension to the east line of said Lot 6; thence north along the northerly extension of said east line of Lot 6 of aforesaid D. Schreiber's Subdivision to a line 371 feet north of and parallel with the north line of West Devon Avenue; thence east along said line 371 feet north of and parallel with the north line of West Devon Avenue to the west line of the Chicago and Northwestern Railway; thence south along said west line of the Chicago and Northwestern Railway to the south line of the southeast quarter of Section 31,

Township 41 North, Range 14 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 31 to the east line of the Chicago and Northwestern Railway; thence north along said east line of the Chicago and Northwestern Railway to the westerly extension of the south line of Lot 20 of Schreiber's Subdivision of that part of Lots 2, 3, 4 and 5 in Circuit Court Partition of the south half of the south half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying between the Chicago and Northwestern right-of-way and North Clark Street, being Document Number 2593751, said south line of Lot 20 being also the north line of the alley north of West Devon Avenue; thence east along said north line of the alley north of West Devon Avenue to the northerly extension of the east line of Lot 38 of aforesaid Schreiber's Subdivision, said east line of Lot 38 being also the west line of the alley west of North Clark Street; thence southeasterly along said west line of the alley west of North Clark Street to the north line of West Devon Avenue; thence south to the northeast corner of Lot 1 of the resubdivision of Lots 2, 3 and 4 of Block 1 in Highridge, being Document Number 3304886, the east line of said Lot 1 being also the west line of the alley west of North Clark Street; thence south along said west line of the alley west of North Clark Street to the easterly extension of the north line of Lot 5, Block 1 of Highridge, being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546; thence west along said north line of Lot 5, Block 1 of aforesaid Highridge Subdivision to the east line of North Paulina Street; thence south along said east line of North Paulina Street to the east extension of the north line of Lot 8, Block 2 of aforesaid Highridge Subdivision, said north line of Lot 8 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Ravenswood Avenue; thence south along said east line of North Ravenswood Avenue to a line 284.20 feet south of and parallel with the south line of West Devon Avenue; thence west along said line 284.20 feet south of and parallel with the south line of West Devon Avenue to the west line of the Chicago and Northwest Railway; thence north along said west line of the Chicago and Northwest Railway to the easterly extension of the north line of Lot 9, Block 4 of Highridge, being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 807546, said north line of Lot 9 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northeasterly line of North Ridge Avenue; thence northwesterly along the northeasterly line of said North Ridge Avenue to the south line of Lot 5, Block 4 of aforesaid Highridge Subdivision; thence west along the west extension of said south line of Lot 5, Block 4 to the southwesterly line of North Ridge Avenue; thence northwesterly along said southwesterly line of North Ridge Avenue to the south line of West Devon Avenue; thence west along the south line of West Devon Avenue to the east line of North Hoyne Avenue; thence south along said east line of North Hoyne Avenue to the easterly extension of the north line of

Lots 12 through 20, inclusive, of Block 1 of Weitor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 9230771, said north line of Lots 12 through 20, inclusive, being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue and its easterly extension to the west line of Lot 35 of Devon Ridge, being a resubdivision of the vacated Block 5 in Wm. L. Wallen's Resubdivision of the vacated Wm. L. Wallen's Faber Addition to North Edgewater, being a subdivision in the northwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 6163580, said west line of Lot 35 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Glenlake Avenue; thence south to the northwest corner of Lot 19 of Read and Reynold's North Western Avenue Subdivision of the south half of the west half of the west half of the southwest quarter of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 172190 T.S., the west line of said Lot 19 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the north line of West Peterson Avenue; thence east along said north line of West Peterson Avenue to a line 206 feet east of and parallel with the east line of North Western Avenue; thence south along said line 206 feet east of and parallel with the east line of North Western Avenue to the south line of West Peterson Avenue; thence continuing south 200 feet along said line 206 feet east of and parallel with the east line of North Western Avenue to a line 200 feet south of and parallel with the south line of West Peterson Avenue; thence east 194 feet along said line 200 feet south of and parallel with the south line of West Peterson Avenue to a line 400 feet east of and parallel with the east line of North Western Avenue; thence south 900 feet along said line 400 feet east of and parallel with the east line of North Western Avenue to a line 1,100 feet south of and parallel with the south line of West Peterson Avenue; thence east 200 feet along said line 1,100 feet south of and parallel with the south line of West Peterson Avenue to a line 600 feet east of and parallel with the east line of North Western Avenue; thence south 800 feet along said line 600 feet east of and parallel with the east line of North Western Avenue to a line 1,900 feet south of and parallel with the south line of West Peterson Avenue; thence west 100 feet along said line 1,900 feet south of and parallel with the south line of West Peterson Avenue to a line 500 feet east of and parallel with the east line of North Western Avenue; thence south 400 feet along said line 500 feet east of and parallel with the east line of North Western Avenue to a line 2,300 feet south of and parallel with the south line of West Peterson Avenue; thence west 500 feet along said line 2,300 feet south of and parallel with the south line of West Peterson Avenue to the east line of North Western Avenue; thence south along said east line of North Western Avenue to a point on the east line of said North Western Avenue and north 302 feet measured along said east line from the south line of the northwest quarter of the northwest quarter of Section 6,

Township 40 North, Range 14 East of the Third Principal Meridian; thence east 630 feet along a line perpendicular to the east line of North Western Avenue; thence south 140 feet along a line parallel with the east line of North Western Avenue; thence east 165 feet along a line perpendicular to the east line of North Western Avenue; thence south 68 feet along a line parallel with the east line of North Western Avenue; thence east 398.51 feet on an angle to the right of 89 degrees, 21 minutes, 30 seconds from the last described course; thence southeasterly 141.48 feet on an angle to the right of 241 degrees, 48 minutes, 29 seconds from the last described course to the northwesterly right-of-way line of North Bowmanville Avenue; thence southeasterly along a line perpendicular to said northwest right-of-way of North Bowmanville Avenue to the southeasterly right-of-way of said North Bowmanville Avenue; thence southwesterly along said southeasterly line of North Bowmanville Avenue and its southeasterly extension to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the west line of Lot 22 of O. B. Conklin's Subdivision of part of the west half of the southwest quarter of the northwest quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, being Document Number 3623355, said west line of Lot 22 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue and its southerly extension to the south line of West Farragut Avenue; thence west along said south line of West Farragut Avenue to the west line of Lot 56 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 56 of aforesaid O. B. Conklin's Subdivision to the south line of said Lot 56, said south line of Lot 56 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the northerly extension of the west line of Lot 64 of aforesaid O. B. Conklin's Subdivision; thence south along said west line of Lot 64 of aforesaid O. B. Conklin's Subdivision and its southerly extension to the south line of West Foster Avenue; thence west along said south line of West Foster Avenue to the southerly extension of the west line of Lot 6 of Budlongs Subdivision of the south half of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 2066417; thence north along said west line of Lot 6 and its northerly extension to the south line of Lot 9 of Greenhoff's Resubdivision of Berwyn/Western Subdivision, a subdivision of part of the southeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 14367459, said south line of Lot 9 being also the north line of the alley north of West Foster Avenue; thence east along said north line of the alley north of West Foster Avenue to the west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 15 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision and its northerly extension to the north line of West Farragut Avenue; thence east along said north line of West Farragut Avenue to the west line of Lot 14 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along said west line of Lot 14 of

aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the northwest corner of said Lot 14; thence north to the southwest corner of Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision; thence north along the west line of said Lot 13 of aforesaid Greenhoff's Resubdivision of Berwyn/Western Subdivision to the south line of West Berwyn Avenue; thence west along said south line of West Berwyn Avenue to the southerly extension of the west line of the east 187 feet measured along the south line of Lot 7 of Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170, page 138; thence north along said west line of and its southerly extension of said 187 feet of Lot 7 measured along its south line of aforesaid Assessor's Division recorded September 21, 1869 in book 170, page 138 to the south line of Lot 6 of aforesaid Assessor's Division; thence west along said south line of Lot 6 of aforesaid Assessor's Division and its westerly extension to the east line of Lot 7 of Herbert M. Rosenthal and Roy M. Schoenbrod's Budlong Woods Addition, being a resubdivision of Lots 8 to 13, both inclusive, in Assessor's Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian together with certain strips of land adjoining said Lots 8 to 13 in Assessor's Division aforesaid being Document Number 15659960, said east line of Lot 7 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the westerly extension of the north line of Lot 4 of aforesaid Assessor's Division, recorded September 21, 1869 in book 170, page 138, said north line of Lot 4 being also the south line of West Balmoral Avenue between North Artesian Avenue and North Western Avenue; thence east along said north line of Lot 4 and its westerly extension to the southerly extension of the east line of the west 156 feet of Lots 1 through 3, inclusive, in the Assessors Division of the southeast quarter of the northeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of the northeast quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, recorded September 21, 1869 in book 170, page 138; thence north along said east line of the west 156 feet of Lots 1 through 3, inclusive, of aforesaid Assessors Division to the south line of West Catalpa Avenue; thence west along said south line of West Catalpa Avenue to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Catalpa Avenue; thence east along said north line of West Catalpa Avenue to the east line of Lot 22 in Block 6 of Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision, being a subdivision of the northeast quarter of the northeast quarter of the northeast quarter of Section 12, and that part easterly of Lincoln Avenue of the west half of the east half of the northeast quarter of Section 12 (excepting therefrom that part thereof lying south of a line 200 feet north of the north line of Berwyn Avenue) all in Township 40 North, Range 13 East of the Third

Principal Meridian (except streets heretofore dedicated) being Document Number 7905451, said east line of Lot 22 in Block 6 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue and its northerly extension to the south line of Lots 1 through 9, inclusive, in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision, said south line of Lots 1 through 9 being also the north line of the alley south of West Bryn Mawr Avenue; thence west along said north line of the alley south of West Bryn Mawr Avenue to the west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision; thence north along said west line of the east half of Lot 6 in Block 6 of aforesaid Fred W. Brummel and Company's Lincoln Bryn Mawr/Western Subdivision to the south line of West Bryn Mawr Avenue; thence east along said south line of West Bryn Mawr Avenue to the southerly extension of the east line of Lot 21 in Block 24 of W.F. Kaiser and Company's "Arcadia Terrace", being a subdivision of the north half of the southeast quarter (except the west 33 feet thereof), and the southeast quarter of the southeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 5414538, said east line of Lot 21 in Block 24 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the north line of Lot 30 of E.C. Paschke's Western/Peterson Subdivision in the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 9191017; thence west along said north line of Lot 30 of aforesaid E.C. Paschke's Western/Peterson Subdivision and its westerly extension to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the north line of West Glenlake Avenue; thence east along said north line of West Glenlake Avenue to the east line of Lot 9 in Block 1 of T.J. Gracy's Third Green Briar Addition to North Edgewater in the southeast quarter of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7087512, said east line of Lot 9 in Block 1 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the south line of the alley south of West Devon Avenue, dedicated in Document Number 8254021; thence west along said south line of the dedicated alley south of West Devon Avenue to the east line of North Artesian Avenue; thence south along said east line of North Artesian Avenue to the easterly extension of the north line of Lot 5 of Devon/Artesian Subdivision in the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 165841 T.S., said north line of Lot 5 aforesaid being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North Campbell Avenue; thence south along said east line of North Campbell Avenue to the easterly extension of the south line of the alley opened by resolution of the City Council passed September 25, 1958 (58-25) in Block 1 of Ellis and Morris' Second Addition to North Edgewater, being a subdivision of the north half of the east half of the west half of the east half of the northeast quarter of Section 1,

Township 40 North, Range 13 East of the Third Principal Meridian; thence west along said south line of the alley opened by resolution south of West Devon Avenue and its westerly extension to the west line of North Maplewood Avenue; thence north along said west line of North Maplewood Avenue to the north line of Lot 34, Block 1 of Devon/Maplewood Addition to North Edgewater in the west half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 6008097, said north line of Lot 34 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the east line of North California Avenue; thence south along said east line of North California Avenue to the easterly extension of the north line of Lot 27, Block 1 of T.J. Grady's Sixth Green Briar Addition to North Edgewater in the northeast quarter of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 7585379, said north line of Lot 27 also being the south line of the alley dedicated in Document Number 15703796; thence west along said south line of said dedicated alley and its westerly extension to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the north line of Lot 32, Block 2 of aforesaid T.J. Grady's Sixth Green Briar Addition to North Edgewater, said north line of Lot 32 being also the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the west line of Lot 286 of Krenn and Datos' Devon/Kedzie Addition to North Edgewater, being a subdivision of the northwest quarter of the northwest quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being Document Number 8231543, said west line of Lot 286 being also the east line of the alley west of North Sacramento Avenue; thence south along said east line of the alley west of North Sacramento Avenue to the easterly extension of the south line of Lot 227 of aforesaid Krenn and Datos' Devon/Kedzie Addition to North Edgewater; thence west along said south line of Lot 227 and its westerly extension to the west line of North Whipple Street; thence north along said west line of North Whipple Street to the north line of Lot 224 of aforesaid Krenn and Datos' Devon/Kedzie Addition to North Edgewater, said north line of Lot 224 also being the south line of the alley south of West Devon Avenue; thence west along said south line of the alley south of West Devon Avenue to the northwest corner of Lot 100 of aforesaid Krenn and Datos' Devon/Kedzie Addition to North Edgewater; thence westerly to the northeast corner of Lot 37 of aforesaid Krenn and Datos' Devon/Kedzie Addition to North Edgewater; thence west along the north line of said Lot 37 and its westerly extension to the west line of North Kedzie Avenue; thence north along said west line of North Kedzie Avenue to the centerline of West Devon Avenue, being also the south line of the southeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the southeast quarter of Section 35 to the east line of said southeast quarter of Section 35; thence north along said east line of the southeast quarter of Section 35 to the north line of West Devon Avenue; thence west along said north line of West Devon Avenue to the point of beginning.

(Sub)Exhibit "C".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

T.I.F.-Funded Improvements.

Line Item	Cost*
Interest Cost	\$1,871,982
Infrastructure Improvement (cul-de-sac)	300,000
Construction Interest	95,797
Site Preparation:	1,187,800
TOTAL:	\$3,455,579

Notwithstanding the above, T.I.F.-Funded Improvements shall include only the eligible portion of the Project Costs as determined by D.P.D. as attributable and allocable to that portion of the Project within the Redevelopment Area.

(Sub)Exhibit "G".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

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

[*Estimates: Costs and allocations subject to D.P.D. determination and discretion within the below stated total amount of T.I.F.-funding]

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-1".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

Project Budget.

Site Improvements	\$ 1,015,000
Acquisition	1,530,000
Demolition	100,000
Environmental Remediation	40,000
Public Improvements	300,000
Retail Construction	1,380,000
Garage Construction	4,492,000
Condominium Construction	4,474,260
Contingency	234,000
Architectural/Engineering	480,000
Soil Borings and Civil Engineering	55,000
Insurance and Escrow	69,176
Surveys	21,000
Permits	63,176

Legal/Accounting	\$ 126,353
Development Advertising	126,353
Developer Fee	442,234
Interim Interest	399,153
Loan Fees	238,497
Soft Cost Contingency	379,058
TOTAL USES:	\$15,965,260

(Sub)Exhibit "H-2".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

M.B.E./W.B.E. Project Budget.

Hard Costs of Construction and Related Soft Costs	\$12,236,260

(Sub)Exhibit "J".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

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 _____, an Illinois

corporation _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the ASAT Investments, Inc. 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) ASAT, Inc. 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 Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; 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 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] [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 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 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. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

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.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and Sworn before me this
_____ day of _____, _____.

My commission expires: _____

Agreed and Accepted:

Name: _____

Title: _____

City of Chicago
Department of Planning and Development

(Sub)Exhibit "Q".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

Development And Maintenance Agreement.

This development and maintenance agreement ("Agreement") is made on or as of the ____ day of _____, 2006, 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 ASAT, Inc., an Illinois corporation ("Developer"), having its principal office at [Insert Address]. As used in this Agreement, "Developer" shall also include ASAT, Inc.'s successors and assigns, and any successor in title to the Development Site, including, without limitation, any Condo Association(s) (as such terms are defined herein).

Recitals.

Whereas, The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

Whereas, The City owns real property legally described on (Sub)Exhibit A attached hereto (the "Plaza Parcel"); and

Whereas, Developer owns certain real property to the east of the Plaza Parcel and legally described on (Sub)Exhibit B attached hereto (the "Developer Parcel"); and

Whereas, The City and the Developer have entered into that certain [Insert Name of Redevelopment Agreement] ("Redevelopment Agreement") of even date herewith, which provides for the City to sell the Developer the City-owned parcels immediately to the east of and abutting the Plaza Parcel and commonly known as 6401 -- 6415 North Rockwell Street and legally described on (Sub)Exhibit C attached hereto (the "Parking Lot Parcels" and, together with the Developer Parcels, the "Development Site") to the Developer; and

Whereas, The Developer will construct a mixed-use development, including a residential condominium project, commercial space and public parking, on the Development Site; and

Whereas, The City desires that as part of such mixed-use development, the Plaza Parcel be developed as public open space and used by the public as a park ("Park"), and Developer, pursuant to the terms and conditions of this Agreement, has agreed to redevelop and thereafter maintain the Plaza Parcel as the Park on behalf of and for the benefit of the City and the general public; and

Whereas, City Council of the City, by ordinance adopted _____, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ -- _____ ("Ordinance"), has authorized the execution of this Agreement; and

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenants and agrees with the other as follows:

Section 1. Incorporation Of Recitals.

The recitals set forth above, and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

Section 2. Covenants, Representations And Warranties.

Covenants, Representations And Warranties Of Developer. The Developer's covenants, representations and warranties contained in the Redevelopment Agreement are incorporated herein by reference as if fully set forth herein. In addition, Developer hereby covenants, represents and warrants to the City that: (A) it shall not, without the prior written consent of the City's Department of Planning and Development ("D.P.D."), which consent shall be in D.P.D.'s sole discretion (1) assign its rights under the Agreement, except to one or more condominium associations formed pursuant to the Illinois Condominium Property Act and any Declarations of condominium ownership to be recorded with respect to the Development Site (any such association(s), the "Condo Association(s)"), or

(2) grant, suffer or permit any lien, claim, or encumbrance upon the Plaza Parcel or any portion thereof, other than the liens or encumbrances permitted by the Redevelopment Agreement and exhibits thereto; and (B) it shall develop, construct and maintain or cause to be maintained the Park in accordance with the terms and provisions of this Agreement.

B. Covenants, Representations And Warranties Of The City. The City hereby covenants, represents and warrants to Developer that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, deliver and perform its obligations thereunder.

C. Survival Of Representations And Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters that have been disclosed in writing and approved by the other party.

Section 3.

Development And Construction Of The Park.

A. Title Commitment And Insurance. Developer shall be responsible for obtaining, at Developer's expense, any title commitment or title policy with respect to the Plaza Parcel and the Parking Lot Parcels that it deems necessary.

B. Survey. Developer shall be responsible for obtaining at Developer's expense any survey of the Plaza Parcel or the Parking Lot Parcels that it deems necessary.

C. Construction Documents And Landscape Plan. Developer has developed the construction documents and a landscape plan for the Park listed on (Sub)Exhibit D (the "Drawings"), which have been approved by D.P.D.. No material deviation from the Drawings shall be made without the prior written approval of D.P.D.. The Drawings shall conform with the terms of this Agreement and the Redevelopment Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601, et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq.

(1992), and the Illinois Accessibility Code, 71 Ill. Admin. Code ch. 1, subch. B, sec. 400.100, et seq. (1988).

D. Development Budget For The Park. Developer has prepared the budget describing on a line item basis the various hard and soft construction costs relating to the development of Park set forth on (Sub)Exhibit E (the "Budget") which has been approved by D.P.D.. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by D.P.D.

E. Schedule. Developer has prepared the preliminary schedule for the development and construction of the Park set forth in (Sub)Exhibit F ("Schedule"), which has been approved by D.P.D.. No material deviation from the Schedule shall be made without the prior approval of D.P.D., subject to the permitted delay provisions of Section 10.B of this Agreement.

F. Construction Funds. The Developer shall pay for the costs of the development and construction of the Park. Any costs exceeding the Budget amount, unless attributable to a modification to the Drawings or a change order requested by the City as approved by D.P.D., shall also be paid for by Developer.

G. Selection Of General Contractor; Bonding Requirements. D.P.D. has previously approved Developer's retention of [Insert Name] as the general contractor ("General Contractor") for the development and construction of the Park. The General Contractor shall be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form Number 311 or its equivalent. The City shall be named as an obligee or co-obligee on such bond. In addition, prior to the commencement of the work relating to the development of the Park, the General Contractor and any subcontractor shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Municipal Code of Chicago and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements. In addition, Developer or the General Contractor shall be obligated to provide the insurance coverage as described on (Sub)Exhibit G attached hereto.

H. Disbursement Of City Funds. Upon the substantial completion of the Park (as evidenced by the issuance of the Certificate as described in Section 6), the Developer and General Contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and Developer and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Park, Developer shall deliver to the City a sworn statement from Developer and the general contractor, a general waiver of lien from Developer and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Park. In addition, Developer shall deliver to the City copies of any manufacturer's or

other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Condo Association(s).

I. Permits. Developer, at Developer's expense, shall apply for and maintain any and all governmental permits and approvals relating to the development and construction of the Park, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits.

Section 4.

Limited Applicability.

The approval of the Drawings by the D.P.D. are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Park. The approval given by the D.P.D. shall be only for the benefit of Developer.

Section 5.

Commencement And Completion Of The Park.

Subject to permitted delays as described in Section 10, Developer shall commence constructing the Park within sixty (60) days of the start date set forth in the Schedule. Developer shall thereafter diligently proceed with such work and shall complete the Park within six (6) months of such start date, subject to such permitted delays, or upon such later date as D.P.D. may consent to, in its sole discretion.

Section 6.

Certification Of Completion.

Upon completion of construction of the Park in accordance with the Drawings, the City, upon written request by Developer, shall furnish Developer with a certificate

of completion ("Certificate") evidencing that Developer has satisfactorily completed the Park. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Park, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Park.

Upon written request by Developer for the Certificate, D.P.D. shall promptly undertake an inspection of the Park and thereafter provide Developer either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as D.P.D. may consent to, in its sole discretion. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

Section 7.

Continuing Obligations Of Developer.

After the issuance of the Certificate by the City, Developer shall comply with the covenants set forth in this Section 7, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Park, all of which shall run with the Development Site as obligations binding upon the Developer, and all successors in title thereto, including any Condominium Association(s) as permitted hereunder. At the time Developer assigns its entire interest under this Agreement to any such Condominium Association(s) (which assignment shall not occur prior to the initial election of an independent board of managers), the Developer shall thereafter no longer have any obligation under this Section 7.

A. Maintenance Of The Park. Developer, shall: (a) maintain the trees, plants, and vegetation (including planting annual flower beds); (b) provide trash pickup and disposal services; and (c) arrange for the removal of leaves, litter, debris and other waste materials.

B. Use Of The Park.

- (1) Generally. The Park shall be utilized as open space for use by the public for and on behalf of the City. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Plaza Parcel by Developer or the Condominium Association(s) without the prior written approval of D.P.D.

- (2) No Rights Of Use For Private Purposes Conferred. This Agreement does not confer any special rights upon Developer, any owner of the Development Site, the Condo Association(s), or any resident of the Developer's mixed-use project, or any other person or entity to use the Park for private parties or events. The use of alcohol on the Plaza Parcel by any person or entity is strictly prohibited.
- (3) Injury To Persons And Property; Insurance And Indemnity. Developer agrees that it shall at all times maintain and provide evidence that the general liability insurance it maintains, or which any Condo Association(s) maintains, with respect to the Development Site and the Developer's mixed-use project, shall be extended to cover Developer's or the Condominium Association's negligent use or misuse of the Plaza Parcel arising from its maintenance activities under Section 7.A above. The City shall be named as an additional insured on said general liability insurance. Furthermore, 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 (excepting that caused by the negligence of the City) arising from or in connection with Developer negligence in: (a) developing the Park, including, without limitation, the failure of Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Park; or (b) the failure of Developer to perform its obligations under this Agreement to maintain the Park pursuant to Section 7.A. This indemnification shall survive any termination of this Agreement.

Section 9.

Term Of The Agreement.

The term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, shall run in perpetuity.

Section 10.

Performance, Evaluation And Breach; Remedies.

A. Time Of The Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or

holiday, the deadline for compliance shall not occur until the next regular business day.

B. Permitted Delays. Developer shall not be in breach of its obligation to construct the Park in the event of a delay in the performance of such obligations due to unforeseeable causes beyond Developer control and without Developer fault or negligence, including but not limited to, delays or halts in construction of the Park 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, inability to obtain certain necessary materials 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 Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach. 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 ten (10) days after receipt of such notice. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance. The City shall also have the right to perform any of the Developer's unperformed maintenance obligations, to receive prompt reimbursement from the Developer for any City monies expended and, in the absence of such prompt reimbursement, to offset such expended amounts against any amounts payable to the Developer under the Redevelopment Agreement or any tax increment revenue obligation issued pursuant thereto.

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 Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

E. Access To The Property. Until the expiration of the Term of the Agreement, any duly authorized representative of the City shall have access to the Plaza Parcel at all reasonable times for the purpose of confirming Developer's compliance with its obligations under this Agreement.

F. City's Right To Inspect Records. Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer books and records solely relating to the Park and the Plaza Parcel, including, without limitation, general contractor's sworn statements, the contract with the General Contractor and subcontracts, purchase orders, waivers of lien, paid receipts and

invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the D.P.D. upon prior reasonable notice to Developer and at D.P.D.'s sole cost and expense.

G. Enforcement And Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

Section 11.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Plaza Parcel or the suitability of the Plaza Parcel for any purpose whatsoever.

Section 12.

*M.B.E./W.B.E. Commitment; City Resident
Hiring; Prevailing Wage.*

In constructing the Plaza Parcel improvements, the Developer shall comply with the M.B.E./W.B.E. City resident hiring and prevailing wage requirements set forth in the Redevelopment Agreement.

Section 13.

Miscellaneous.

A. 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.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

C. 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.

D. 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.

E. Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in to the addresses and in the manner set forth in the Redevelopment Agreement.

F. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

G. Successors And Assigns. Developer acknowledges and agrees that it has no legal right, title or interest in the Park, nor shall it have any authority or right to assign, transfer or convey any right, title or interest in the Park or the Plaza Parcel. The Developer shall have no right to assign, transfer or convey any of its duties or obligations under this Agreement as related to the Park, the Plaza Parcel, or either one, except to one or more Condominium Association(s). Subject to the foregoing, and 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.

H. Amendment. This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. The Commissioner of D.P.D. shall have authority and discretion to amend this Agreement as reasonably necessary to obtain the objectives of this Agreement and the Park's successful operation.

I. Further Assurances. Developer and the City agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of the Agreement.

J. Survival. All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

K. Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

L. Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the 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.

M. Venue And Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

In Witness Whereof, The parties have executed this Agreement as of the day and year first above written.

City of Chicago, an Illinois municipal
corporation, acting by and through
its Department of Planning and
Development

By: _____
Lori T. Healey,
Commissioner

ASAT, Inc., an Illinois corporation

By: _____

Name: _____

Its: _____

3/1/2006

REPORTS OF COMMITTEES

71137

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 _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to
in this Development and Maintenance Agreement
with ASAT Investments, Inc. unavailable
at time of printing.]

(Sub)Exhibit "G" referred to in this Development and Maintenance Agreement with
ASAT Investments, Inc. reads as follows:

(Sub)Exhibit "G".
(To Development And Maintenance Agreement
With ASAT Investments, Inc.)

Insurance Requirements.

During the Staging Period and during the construction of the Park, Developer or
its General Contractor shall be required to obtain the following types of insurance:

(i) Workers' Compensation And Employer's Liability Insurance.

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

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance with limits of not less than Two
Million Dollars (\$2,000,000) per occurrence for bodily injury, personal
injury and property damage liability. Coverages shall include the
following: all premises and operations, products/completed operations
(for a minimum of two (2) years following the completion of the Park),
explosion, collapse, underground, independent contractors, separation of
insureds, defense and contractual liability (with no limitation
endorsement). The City is to be named as an additional insured on a
primary, noncontributory basis for any liability arising directly or
indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the General Contractor shall provide above-said insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, noncontributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, the General Contractor shall provide, or cause to be provided with respect to the operations that the General Contractor performs, the above-stated insurance in the name of the railroad or transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of the property, including the loss of use thereof.

(v) Builders Risk Insurance.

When the General Contractor undertakes any construction, including improvements, betterments and/or repairs, the General Contractor shall provide, or cause to be provided, All Risk Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery, if applicable. The City is to be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the execution date of the Agreement and the commencement of the Park.

(vii) Contractors Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with, or precede, the execution date of the Agreement and the commencement of the Park. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City is to be named as an additional insured on a primary, noncontributory basis.

Developer will furnish the D.P.D. original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement (including, without limitation, Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance (Primary and Umbrella), Automobile Liability Insurance (Primary and Umbrella), Railroad Protective Liability Insurance, Builders Risk Insurance, Contractors Pollution Liability Insurance, and All Risk Property Insurance) and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. 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 shall not be deemed to be a waiver by the City. Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall 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 or suspend the Agreement until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) 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 Developer.

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

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

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

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Developer shall require the General Contractor and all Subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor and the Subcontractors. The General Contractor, other contractors, and Subcontractors shall be subject to the same insurance requirements of Developer unless otherwise specified herein.

The City of Chicago Risk Management Department, in its discretion reasonably exercised, maintains the right to modify, delete, alter or change these requirements; provided, however, the parties agree that the City cannot change the insurance requirements as described in this (Sub)Exhibit G by requiring additional evidence of insurance from Developer or by specifying the type of insurance other than that described herein.

(Sub)Exhibit "R-1".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

Architect's Opening Certificate.

Date: _____

The undersigned, Hanna Architects, Inc. ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 200__, by and between the City and ASAT Investments, Inc. ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. Architect has prepared the Plans and Specifications, to the best of the Architect's professional knowledge, the same are, and the Project will be

when completed in accordance therewith, in full compliance with all applicable building, zoning and other laws, statutes, codes, regulations and ordinances (collectively, "Laws"), including, without limitation, all applicable pollution control and environmental protection regulations.

3. The Facility, when completed in accordance with the Plans and Specifications, will not encroach upon any recorded or visible easement in effect with respect to the Property.
4. The Plans and Specifications are complete in all respects and were prepared in accordance with accepted architectural practices, containing all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for occupancy.
5. In the aggregate, the construction contract and the existing subcontracts contain all detail necessary to provide for all labor, material and equipment required by the Plans and Specifications.
6. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate or, if not so obtained, the Architect has no reason to believe same will not be obtained as and when so required. Such permits and other necessary governmental approvals are described in (Sub)Exhibit 1 attached to this Certificate.
7. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Facility.

Adequate ingress and egress to the Project over public streets and rights-of-way will be available during the period of construction of the Facility and thereafter.
8. All existing foundation and subsurface work conforms to the Plans and Specifications and all portions of the Project consisting of the subsurface work has been completed.
9. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.
10. The Architect has executed and delivered to the City the Statement of Compliance in the form attached hereto as (Sub)Exhibit 2.

Architect:

Hanna Architects

By: _____

Its: _____

By: _____

Its: _____

[(Sub)Exhibits 1 and 2 referred to in this Architect's
Opening Certificate unavailable at time of printing.]

(Sub)Exhibit "R-2".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

Architect's Completion Certificate.

Date: _____

The undersigned, Hanna Architects, Inc. ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 200__, by and between the City and ASAT Investments, Inc. ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. The construction of the Facility has been "substantially completed" as of the date of this Certificate in accordance with the approved Plans and Specifications. For purposes hereof, the Project being "substantially

completed" means that the Facility is usable in its present condition for its intended purpose. The Architect's determination of the total cost to complete the construction of such portion of the Facility as may be unfinished is \$_____.

3. Neither the Property nor the construction of the Facility violates or will violate any existing applicable zoning, building, environmental protection or other statutes, ordinances, laws or regulations (collectively, "Laws").
4. All permits and other governmental approvals necessary for the construction of the Facility and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate. Such permits and other necessary governmental approvals are described in (Sub)Exhibit 1 attached to this Certificate.
5. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Facility) any Laws, permits or other necessary governmental approvals relating to the Property or the Facility.
6. This Certificate is made with the intent that it may be relied upon by the City as a condition of payment under the Redevelopment Agreement.

Hanna Architects

By: _____

Its: _____

By: _____

Its: _____

[(Sub)Exhibit 1 referred to in this Architect's Completion
Certificate unavailable at time of printing.]

(Sub)Exhibit "S".
(To Redevelopment Agreement With
ASAT Investments, Inc.)

*Mortgage, Security And Recapture Agreement, Including
Residency, Transfer, Financing And
Affordability Covenants.*

(Compliant With The Owner-Occupied Housing Features
Of The Affordable Housing Ordinance Of 2003)

City Affordability Amount Affordability Period

\$_____ [Fill In Here And In Article I] 30 Years

This Mortgage, Security and Recapture Agreement, including Residency, Transfer, Financing and Affordability Covenants (the "Mortgage") is made as of this ___ day of _____, 200__ from [Insert Name(s) And Describe Marital Status] _____ [If Recipient Is One Person: (the "Mortgagor")], [If Recipient Is More Than One Person: (collectively, jointly and severally referred to herein as the "Mortgagor"),] to the City of Chicago an Illinois municipal corporation, acting by and through its Department of Planning and Development, and having its principal office at City Hall, 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602 (the "City" or "Mortgagee"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.

Recitals.

A. On April 9, 2003, the City Council of the City adopted the Affordable Housing Ordinance, codified at Chapter 2-44-090 of the Municipal Code of the City, which obligates the City to impose certain affordability and recapture requirements upon developers who undertake residential development projects that receive City assistance either in the form of the sale of City land at less than fair market value or in the form of financial assistance.

B. The City and ASAT Investments, Inc., an Illinois corporation ("Developer"), have executed that certain ASAT Investments, Inc. Redevelopment Agreement dated [_____, 200__] and recorded in the Office of the Recorder of Deeds of Cook County as Document Number _____ (the "Redevelopment Agreement"). Pursuant to the Redevelopment Agreement, the Developer has constructed a mixed-

use retail/commercial/residential-condominium facility, including certain units affordable to households earning no more than one hundred percent (100%) of A.M.I. consistent with the affordability guidelines established by the Chicago Department of Housing (the "Affordability Covenants") on the real property legally described on (Sub)Exhibit A (such real property, the "Property" and such project, the "Project"). As part of the Project, the Developer has constructed on the real property legally described on (Sub)Exhibit B attached hereto (the "Land") a condominium unit, Unit [Number _____] (the "Home").

C. Pursuant to the Redevelopment Agreement, the City sold and conveyed a portion of the Property to the Developer for a price that is less than the fair market value of that portion of the Property and provided a grant of City funds to the Developer in an amount of not to exceed Three Million Four Hundred Fifty-five Thousand Five Hundred Seventy-nine Dollars (\$3,455,579).

D. Pursuant to the Affordability Housing Ordinance, the Developer acknowledges that it is required to sell the Mortgaged Property to Mortgagor for the Base Purchase Price, plus upgrades, subject to Mortgagor's execution of this Mortgage in favor of Mortgagee, which Mortgage secures the residency, transfer, financing and affordability covenants set forth in Section 3 of this Mortgage (such covenants, the "Affordability Covenants"), which covenants shall run with the Land and are intended to assure that the City achieves the affordable housing objectives of the Affordability Housing Ordinance and complies with the affordability and recapture provisions of the Affordability Housing Ordinance.

E. The Affordability Covenants require that, among other things, with respect to the initial sale of the Mortgaged Property (in connection with which this Mortgage is being granted), and with respect to each resale of the Mortgaged Property during the Affordability Period (unless Mortgagor is permitted and elects to repay to the City the Recapture Amount), such Mortgaged Property may only be sold to a Qualified Household for an Affordable Price.

F. Mortgagor has covenanted to Mortgagee herein that it is a Qualified Household and that the Base Purchase Price is an Affordable Price.

G. Mortgagor acknowledges and agrees that, as of the Purchase Date, the Base Purchase Price is less than the fair market price for the Mortgaged Property by an amount equal to the City Affordability Amount, as evidenced by contemporaneous or projected sales of comparable homes.

H. Mortgagor acknowledges and agrees that, but for the City's imposition of the Affordability Covenants, Mortgagor would have been unable to purchase the Mortgaged Property for an Affordable Price.

I. The City has required Mortgagor to execute this Mortgage in order to both (a) impose the Affordability Covenants upon the Mortgaged Property and give notice of

the Affordability Covenants to Mortgagor, to any subsequent purchaser of the Mortgaged Property, and to any lender having a mortgage secured by the Mortgaged Property, and (b) to secure the payment of the Recapture Amount described in Section 4.02 hereof and Mortgagor's other obligations under this Mortgage.

J. In consideration of the benefits accruing to Mortgagor as a result of its purchase of the Mortgaged Property for an Affordable Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has executed and delivered to the City this Mortgage.

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of Mortgagor's right, title and interest in the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) the Land and, if such Land constitutes a common element under applicable condominium property law, Mortgagor's undivided interest therein and in any common elements and limited common elements associated therewith;

(B) the Home and all easements, rights, interests and appurtenances thereto, including, without limitation, any deeded, reserved or assigned parking area or storage space and any interest in common elements and limited common elements associated therewith;

(C) all structures and improvements of every nature whatsoever now or hereafter located on the Land or situated within or comprising a part of the Home, including, without limitation, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements"); and

(D) all rents and issues of the Land, Home and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

To Have And To Hold the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

Without limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

This Mortgage Is Given To Secure (a) payment of all Recapture Amounts described herein, (b) performance of the Affordability Covenants, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

Article I.

Incorporation Of Recitals; Definitions.

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as the agreement of the Mortgagor.

As used herein, the following capitalized terms shall be defined as follows:

"Affordability Covenants" shall mean the affordability covenants and requirements contained in Section 3 hereof and (Sub)Exhibit C hereto.

"Affordability Period" shall mean the thirty (30) year period commencing on the Purchase Date.

"Affordable Price" shall mean an amount less than or equal to the price at which Monthly Homeownership Costs for the Mortgaged Property would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Mortgaged Property whose income is the maximum amount allowable for such household to qualify as a Qualified Household.

"Base Purchase Price" shall mean \$_____, which is the base purchase price the Mortgagor paid the Developer for the Mortgaged Property pursuant to the requirements of the Redevelopment Agreement.

"City Affordability Amount" shall mean \$_____, constituting the dollar difference between the market value of the Mortgaged Property at the time of its purchase from Developer (based on appraisals, comparable sales or similar

evidence reasonably acceptable to the City's Department of Planning and Development) and the Base Purchase Price.

"Monthly Homeownership Costs" shall mean the sum of the following estimated amounts:

(i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price of the Mortgaged Property, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* (or posted on the internet website maintained by the *Chicago Tribune*) as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent (1/4%);

(ii) annual estimated real property taxes for the Mortgaged Property (based upon the most recently issued real estate tax bill), divided by twelve (12);

(iii) annual insurance premiums for the Mortgaged Property, divided by twelve (12), for homeowners' insurance in the amount of the replacement value of the Mortgaged Property; and

(iv) monthly condominium assessment payments or similar homeowners' association payments for the Mortgaged Property, if applicable.

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

"Purchase Price" shall mean \$ _____, being the sum of the Base Purchase Price plus upgrades.

"Qualified Household" shall mean a single person, family or unrelated persons living together whose adjusted income is not more than one hundred percent (100%) of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937. As of the Purchase Date, such income limitations are as follows [Current Information Must Be Obtained From H.U.D. Just Prior To Closing Date]:

Number Of Persons In Household	100% Of A.M.I.
1	\$52,800
2	60,300
3	67,900
4	75,400
5	81,400
6	87,500

"Recapture Amount" shall mean an amount, determined as of any applicable determination date, equal to the City Affordability Amount plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (assuming twelve (12) thirty (30) day months) calculated from the Purchase Date to the date of the Recapture Default. For example, if (a) this Mortgage was recorded January 1, 2005, (b) the date of the Recapture Default was July 1, 2011, and (c) the City Affordability Amount was Twenty Thousand Dollars (\$20,000), then (i) the interest on the City Affordability Amount would be Three Thousand Nine Hundred Dollars (\$3,900) (Six Hundred Dollars (\$600)/year for six (6) years, plus Three Hundred Dollars (\$300) for one half (½) year), and (ii) the Recapture Amount would be Twenty-three Thousand Nine Hundred Dollars (\$23,900) (Twenty Thousand Dollars (\$20,000) plus Three Thousand Nine Hundred Dollars (\$3,900)).

Article II.

Covenants, Representations And Warranties.

Mortgagor covenants and agrees with Mortgagee that, at all times during the Affordability Period:

2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments (including, without limitation, any condominium or homeowners' association assessments,

if applicable), special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured (or shall use reasonable efforts to cause the condominium or homeowners' association, as applicable, to keep insured such parts of the Mortgaged Property as may be required to be insured by such association under the applicable declaration) in such amounts and against such risks as required of Mortgagor by the Senior Lender, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance Of The Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged

Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor (subject to the rights of the Board of Managers of the condominium or homeowners' association, if applicable, with respect to any proceeds applicable to common elements or limited common elements), will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200__, between Mortgagor and _____ (the "Senior Lender"), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 200__ as Document Number _____ (the "Senior Mortgage"), to secure indebtedness in the original principal amount not to exceed the Base Purchase Price. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an amount greater than the Base Purchase Price.

2.05 Income Eligibility.

Mortgagor represents and warrants to Mortgagee that, based on Mortgagor's household income, as of the time of Mortgagor's execution of its purchase contract for the Mortgaged Property, Mortgagor's household was a Qualified Household as of such date.

2.06 Foreclosure Of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagee acknowledges and agrees that the Affordability Covenants and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the Affordability Housing Ordinance shall be released and shall have no further force or effect; provided, however, that all such Affordability Covenants and restrictions shall be revived according to the original terms if, during the Affordability Period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns

of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms; (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

Article III.

Residency, Transfer, Financing And Affordability Covenants.

Mortgagor covenants to comply with the residency, transfer, financing and affordability covenants set forth in (Sub)Exhibit C, which covenants are materially related to the City's affordable housing objectives of the Affordability Housing Ordinance.

Article IV.

Default.

4.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) a failure by Mortgagor to comply with any of the Affordability Covenants set forth in (Sub)Exhibit C;

(b) failure by Mortgagor to duly observe or perform any other material term, covenant, condition or agreement in the Mortgage after the expiration of the applicable cure periods provided in Section 4.02; or

(c) a default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

4.02 City Remedies.

The City shall have the following remedies, depending on the nature and timing of the Event of Default:

(a) Recapture Defaults. If an Event of Default arising from a breach of one or more of the covenants set forth in (Sub)Exhibit C occurs, (such a default, a "Recapture Default"), the City may seek specific enforcement of the Affordability Covenants and any other remedies available under this Mortgage. The City, in its sole discretion, and in lieu of its specific enforcement of the Affordability Covenants, may elect to require payment of the Recapture Amount in the event that the City determines that specific enforcement of the Affordability Covenants is impractical or inappropriate. If Mortgagor pays to the City the Recapture Amount pursuant to an election by the City to accept same, then the City shall have no other remedy with respect to such Event of Default and shall be obligated to execute and deliver a release of this Mortgage in recordable form and any subsequent transferee shall not be bound by any Affordability Covenants or otherwise required to execute and deliver any mortgage in favor of the City.

(b) Other Mortgage Defaults. If an Event of Default occurs that is not a Recapture Default, and such default involves a failure to make timely payment of any amount due and secured by this Mortgage or the Senior Mortgage and such failure is not cured within ten (10) days of the Mortgagee's delivery of written notice of such failure to Mortgagor (a "Monetary Event of Default"), then Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such Monetary Event of Default date being also being deemed the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand.

(c) If an Event of Default occurs by Mortgagor failing to perform any other non-monetary obligation required under this Mortgage that is not described in Section 4.02(a) or (b) and such failure is not cured within sixty (60) days of the Mortgagee's delivery of written notice of such failure to Mortgagor, Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such non-monetary Event of Default date being also being deemed

the Recapture Default date for purposes of computing such amount); and (ii) exercise any other remedies available under this Mortgage (including, without limitation, specific enforcement of the Affordability Covenants any time prior to the end of the Affordability Period of this Mortgage), in either instance without further notice or demand. In the event such default cannot reasonably be cured within such sixty (60) day period, however, and if Mortgagor has commenced efforts to cure such default, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) If an Event of Default occurs under the Senior Lender's security documents (after the giving of any applicable notice and lapse of any applicable cure period, if any) and the Senior Lender commences efforts to foreclose its mortgage (or obtain a deed-in-lieu-of-foreclosure), obtain appointment of a receiver for the Mortgaged Property, or obtain possession of the Mortgaged Property, such event of default shall (notwithstanding anything in this Section 4.02 to the contrary) constitute an immediate Event of Default under this Mortgage and the Mortgagee shall be entitled to immediately: (i) declare the Recapture Amount immediately due and payable (with such commencement date being also deemed the Recapture Default date for purposes of computing the Recapture Amount); and (ii) exercise any other remedies available under this Mortgage, in either instance without further notice or demand.

4.03 Other Remedies.

(a) If any amounts due under and secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be

distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of the indebtedness owed to the Senior Lender, subject to the limitation in Section 2.04; (iii) repayment of any other amounts due under this Mortgage; and (iv) payment of any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on such Mortgagor's behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder to the payment

of amounts due under this Mortgage. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

(d) Mortgagee may also seek specific performance or injunctive relief in order to enforce the provisions of this Mortgage.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Recapture Amount and other amounts due under and secured by this Mortgage as a credit to the purchase price.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations

of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

Article V.

Miscellaneous Provisions.

5.01 Successors And Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and its respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

5.03 Severability.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as

adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Mortgaged Property into a land trust without obtaining the prior written consent of the City.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois, without regard to its conflict of laws principles.

5.08 Administration.

All consents, approvals, modifications, waivers, adjustments or other actions of the City described herein shall be made in writing by the City, acting through its Department of Planning and Development, or any successor department thereto. All notices, requests, or other communications to the City hereunder shall be made to the Department of Planning and Development at the following address: 121 North LaSalle Street -- Room 1000, Chicago, Illinois 60602, Attention: Commissioner.

In Witness Whereof, The undersigned has caused this Mortgage to be executed as of the day and year first above written.

Mortgagor(s):

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ [and _____] to me as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 200____.

Notary Public

My commission expires _____.

[(Sub)Exhibit "A" referred to in this Mortgage, Security and Recapture Agreement constitutes Exhibit "D" to ordinance and printed on pages 71169 through 71170 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Mortgage, Security and Recapture Agreement unavailable at time of printing.]

(Sub)Exhibit "C" referred to in this Mortgage, Security and Recapture Agreement reads as follows:

*(Sub)Exhibit "C".
(To Mortgage, Security And
Recapture Agreement)*

*Residency, Transfer, Financing And
Affordability Covenants.*

In consideration of the requirements of the Affordability Housing Ordinance that apply to the Developer and that have enabled the Mortgagor to Purchase the Mortgaged Property for the Base Purchase Price, Mortgagor covenants to Mortgagee that:

(a) Mortgagor meets the income eligibility requirements established under the Affordability Housing Ordinance in order to qualify as a Qualified Household under such ordinance;

(b) during the Affordability Period, Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property, shall use the Mortgaged Property as its primary residence (and the primary residence of Mortgagor's Qualified Household), and will not let any other person occupy or use the property without the prior written consent of the City, which shall be in the City's reasonable discretion, and which, if granted, will require that the total amount payable by any tenant household not exceed the amount set forth to qualify such housing as "affordable housing" as defined in the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq;

(c) during the Affordability Period, Mortgagor shall not sell or otherwise directly or indirectly transfer ownership of the Mortgaged Property, except (i) to a Qualified Household, (ii) for an Affordable Price, and provided that (iii) the transferee Qualified Household executes a mortgage, security and recapture agreement in similar form to this Mortgage. Mortgagor shall confer with the City's Department of Planning and Development before entering into a sale contract involving the Mortgaged Property for assistance in determining the qualifications of any proposed transferee and the eligible resale price of the Mortgaged Property. Any transfer of ownership (x) resulting from Mortgagor's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, (y) to a spouse of member of Mortgagor's Qualified Household, or (z) that simply consists of Mortgagor's transfer (with the prior written consent of the City to such transfer) of the Mortgaged Property into a land trust or personal

trust of which Mortgagor is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however, that the transferee in any such transfer shall be bound by all of the affordable housing covenants contained in this Mortgage. If Mortgagor attempts or purports to transfer the Mortgaged Property to a transferee in violation of any one or more of the conditions in clauses (i), (ii) and (iii), such attempted or purported transfer shall constitute an immediate Event of Default under Section 4.01(a);

(d) during the Affordability Period, it shall not encumber the Mortgaged Property with any one or more mortgages which, individually or in aggregate, secures initial principal indebtedness in excess of the Base Purchase Price.

The Affordability Covenants in this (Sub)Exhibit C may be waived or modified in writing by the City, upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical, as determined by the City in its sole discretion.

Upon either a permitted transfer described in clause (c)(iii) above or a transfer accompanied by a repayment of the Recapture Amount in accordance with the terms of this Mortgage, the City will, upon ten (10) business days prior written notice, execute and deliver a "Certificate of Transfer" confirming that such transfer is a permitted transfer hereunder and effective to deliver legal title to the transferee. In addition, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

Mortgagor Acknowledges And Agrees That, To The Extent The Affordability Covenants, Anything In This (Sub)Exhibit C, Or Any Other Provision In This Mortgage Could Be Deemed A Restraint On Alienation, That Any Such Restraint (A) Is Reasonable, (B) Is, As Explained In The Recitals Hereto, Supported By Adequate Consideration, (C) Is Necessary To Implement The City's Public Policy Objective Of Developing And Maintaining Affordable Housing, (D) Should Be Enforced As Written, And (E) Was A Material Inducement To The City's Decision To Provide The Land Or The Property And The Financial Subsidy To The Developer, Which Decision Has Implemented The Affordability Covenants Required By Law And Has Enabled Mortgagor To Buy The Mortgaged Property For The Purchase Price, Which Price Is Materially Less Than The Fair Market Value Price. Mortgagor, Therefore, Knowingly And Voluntarily, To The Fullest Extent Permitted By Law, Waives The Right To Raise Any Defense To The Enforcement Of The Affordability Covenants, Whether At Law Or In Equity.

Exhibit "B".
(To Ordinance)

Form Of Note.

Registered Maximum Amount

Number R-1 \$1,187,800⁽¹⁾

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Devon And Western Redevelopment Project),
Taxable Series A.

Registered Owner: ASAT Investments, Inc.

Interest Rate: Not to exceed nine (9%) per annum [to be determined at issuance of Certificate.] (Tied to ten percent (10%) year Treasury Constant Maturities as published in the current Federal Reserve Statistical Release H-15 upon the Issuance Date Plus, two hundred seventy-five (275) Basis Points)

Maturity Date: _____, ____ [twenty (20) years from issuance date]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as

⁽¹⁾ Maximum amount to be finally established on the Completion Date, but not to exceed One Million One Hundred Eighty-seven Thousand Eight Hundred Dollars (\$1,187,800), per Section 4.03 of the Redevelopment Agreement.

hereinafter provided, on or before the Maturity Date identified above, but solely from the Sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner (as evidenced by the Certificate of Expenditures executed by the City with respect to such amount) to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$[Insert amount upon issuance of Certificate], or such lesser amount as remains outstanding from time to time (the "Indebtedness") and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above beginning on the date the initial payment of costs of the Project can be made under Section 4.03(a) of the Redevelopment Agreement. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid Interest on this Note shall also accrue at the Interest Rate per year until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to the maximum amount of \$[Insert amount upon issuance of the Certificate], such actual amount to be determined on the Completion Date, for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer (the "Project"), in connection with the development of an approximately one hundred twenty-seven thousand (127,000) square foot mixed-use retail/commercial/residential-condominium facility on the Property (the "Project"), which will include six (6) condominium units earning no more than one hundred percent (100%) of A.M.I. consistent with the affordability guidelines established by the Chicago Department of Housing, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS, et seq.) and an ordinance adopted by the City Council of the City on _____, ____ (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. The Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of _____, _____ between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to acquire and construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the

City. The cost of such acquisition and construction in the amount not to exceed \$[Insert amount upon issuance of Certificate] shall be deemed to be a disbursement of the proceeds of this Note, subject, however, to the maximum amount payable to Developer under the Redevelopment Agreement.

Pursuant to Section 15.01 and Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend and/or terminate payments of principal and of interest on this Note upon the occurrence of certain conditions, and the City has reserved the right to offset liquidated damage amounts owed to the City against the principal amount outstanding under this Note. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar 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 for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of

Mayor

[Seal]

Attest:

City Clerk

3/1/2006

REPORTS OF COMMITTEES

71167

_____, 200__

Certificate
Of
Authentication

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Devon and Western Redevelopment Project), Taxable Series A, of the City of Chicago, Cook County, Illinois.

City Comptroller

Date: _____

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note 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 of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

City of Chicago
Department of Planning and Development

By: _____

Its: _____

Exhibit "C".
(To Ordinance)

Certification Of Expenditure.

(Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$_____ Tax Increment Allocation Revenue
Note (Devon and Western Redevelopment Project,
Taxable Series A) (the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the ordinance of the City authorizing the execution of the

Redevelopment Note adopted by the City Council of the City on _____, _____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$_____ including the amount of this Certificate and less payment made on the Note.

In Witness Whereof, The City has caused this Certification to be signed on its behalf as of _____, 200____.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

Exhibit "D".
(To Ordinance)

Legal Description Of Property.

Disposition Parcels:

Lots 10 and 11 in Block 5 in William L. Wallen's Edgewater Golf Club Addition to Rogers Park, a subdivision in the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6401 -- 6415 North Rockwell Street.

Permanent Index Numbers:

10-36-428-033-8001; and

10-36-428-033-8002.

Vacated Property [subject to plat of vacation]:

That part of the east/west 16 foot public alley in Block 5 of William L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of part of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, lying between the south line of Lot 11 and the north line of Lots 9 and 10, all in said Block 5, and bounded to the east by the west line of the north/south 16 foot alley extended south in said Block 5 and bounded to the west by the east right-of-way line of North Rockwell Street, all in Cook County, Illinois.

Developer Owned Parcel:

Address:

6425 North Rockwell Street
Chicago, Illinois 60645.

Permanent Index Number:

10-36-428-009-000.

The south half of Lot 12 in Block 5 in William L. Wallen's Edgewater Golf Club Addition to Rogers Park, being a subdivision of the southeast quarter of the southeast quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian (except therefrom any portion of said south half of Lot 13 falling within the north 37½ feet of said Lot 13) in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF CITY PROPERTY TO,
PURCHASE OF PROPERTY ON BEHALF OF AND
EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK
DISTRICT FOR EXPANSION
OF CLARK PARK.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the Chicago Park District regarding the expansion of Clark 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, BT Property, L.L.C., a Delaware limited liability company (the "Owner") owns two (2) parcels of real property which are located at 3400 and 3555 North Rockwell Street, in Chicago, Illinois (together, the "Property"), which are identified on Exhibit A attached hereto and incorporated herein; and

WHEREAS, The Park District wishes to purchase the Property (the "Purchase") from the Owner for an amount not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000) (the "Purchase Price"); and

WHEREAS, The Park District currently owns and operates a public park known as Clark Park on real property owned by the Park District adjoining the Property (the "Park"); and

WHEREAS, The Park District wishes to expand the Park onto the Property (the purchase of the Property for the expansion of the Park shall be known as the "Project"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on July 19, 2000 (the "Bond Ordinance"), on August 22, 2000, the City issued its City of Chicago One Hundred Eighty-two Million Seven Hundred Thousand Dollar (\$182,700,000) General Obligation Bonds, Project and Refunding Series 2000C (the "Bonds"); and

WHEREAS, The Bond Ordinance authorized the issuance of the Bonds to finance, among other things, grants to assist other municipal corporations or units of local government; and

WHEREAS, The Bond Ordinance authorized the Chief Financial Officer and the City Comptroller, among others, to execute and deliver grant agreements to assist other municipal corporations or units of local government; and

WHEREAS, The Park District is a unit of local government; 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, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Western Avenue South Redevelopment Project Area" (as amended, pursuant to an ordinance adopted by the City Council on May 17, 2000); "An Ordinance of the City of Chicago, Illinois Designating the Western Avenue South Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Western Avenue South Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue South T.I.F. Ordinances", the Redevelopment Plan approved by the T.I.F. Ordinances, as amended, is referred to herein as the "Western Avenue South Plan" and the redevelopment project area created by the T.I.F. Ordinances is referred to herein as the "Western Avenue South Redevelopment Area"); and

WHEREAS, All of the Property lies wholly within the boundaries of the Western Avenue South Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(2), 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 the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project, including, without limitation, property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein (Increment collected from the Western Avenue South Redevelopment Area shall be known as the "Western Avenue South Increment"); and

WHEREAS, The Western Avenue South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western Avenue South Redevelopment Area; and

WHEREAS, Pursuant to Board Report 00-1115-OP1 approved by the Board of Education of the City of Chicago (the "Board") on November 15, 2000, the Board granted Six Hundred Nine Thousand Three Hundred Dollars (\$609,300) (the "Board Funds") to the City for the purchase of the Property by the Park District; and

WHEREAS, Pursuant to an ordinance adopted by the City Council, the City ratified the acceptance of the grant of the Board Funds and appropriated the Board Funds for the purchase of the Property by the Park District; and

WHEREAS, The City wishes to grant not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000) (the "Purchase Assistance") to the Park District for the payment of the Purchase Price; and

WHEREAS, The Purchase Assistance shall consist of: (1) a portion of the proceeds of the Bonds in an amount not to exceed Nine Hundred Fourteen Thousand Dollars (\$914,000); (2) Western Avenue South Increment in an amount not to exceed Five Million Six Hundred Seventy-six Thousand Seven Hundred Dollars (\$5,676,700); and (3) not to exceed the Six Hundred Nine Thousand Three Hundred Dollars (\$609,300) in Board Funds; and

WHEREAS, The City owns an approximately three and twenty-nine hundredths (3.29) acre parcel of real property adjacent to the Park located at approximately 2600 West Belmont Avenue/3400 North Rockwell Street in Chicago, Illinois (the "City Parcel", which is described on Exhibit B attached hereto and hereby made a part hereof); and

WHEREAS, The City Parcel lies along the east bank of the north branch of the Chicago River and is improved with a so-called "riverwalk"; and

WHEREAS, The City Parcel and the improvements thereon are currently maintained by the Park District; and

WHEREAS, The City wishes to convey the City Parcel to the Park District for incorporation into the Park; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement whereby the City shall: (1) disburse the Purchase Assistance to the Park District to pay for or reimburse the Park District for the acquisition of the Property; and (2) convey the City Parcel to the Park District; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The acceptance of the grant of the Board Funds is hereby ratified and the Board Funds are hereby appropriated for purposes of providing the Purchase Assistance.

SECTION 3. 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 Chief Financial Officer or the City Comptroller and the Commissioner of the Department of Planning and Development are authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as Exhibit C, and such other documents as are necessary, between the City of Chicago and the Chicago Park District, which Agreement may contain such other

terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. Subject to the terms and conditions of the Agreement, the City is hereby authorized to sell and convey to the Chicago Park District the City Parcel listed on Exhibit B for the consideration set forth in the Agreement. The City Parcel shall be conveyed to the Chicago Park District subject to the Chicago Park District's execution of and in accordance with the terms and conditions of the Agreement. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, from time to time, one or more quitclaim deeds conveying the City Parcel to the Chicago Park District.

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

SECTION 6. This ordinance takes effect upon passage and approval.

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

Exhibit "A".
(To Ordinance)

Property.

Address:

3400 North Rockwell Street
Chicago, Illinois 60618.

Permanent Index Number:

13-24-402-027.

Address:

3555 North Rockwell Street
Chicago, Illinois 60618.

Permanent Index Number:

13-24-402-026.

Exhibit "B".
(To Ordinance)

City Parcel.

Legal Description:

That part of Lots 2, 3, 4, 7, 8, 12 and 13 in County Clerk's Division of unsubdivided lands in the southeast quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1907, as Document Number 4075557, in Book 97 of Plats, page 20, lying easterly of and adjoining the easterly line of the North Branch of the Chicago River described as follows:

commencing at the point of intersection of the south line of West Addison Street (66 feet wide) with the easterly line of the north branch of the Chicago River as established by the Sanitary District of Chicago by deed; thence south 08 degrees, 47 minutes, 19 seconds east along said easterly line of the north branch of the Chicago River 153.23 feet to the southwest corner of land conveyed to the Commonwealth Edison Company by deed recorded July 31, 1969, as Document Number 20916094, and the point of beginning of land herein described; thence north 46 degrees, 06 minutes, 34 seconds east along the southeasterly line of said Commonwealth Edison Company land 61.11 feet to its intersection with a line 50.0 feet easterly of (as measured at right angles) and parallel with the aforesaid easterly line of the north branch of the Chicago River; thence south 8 degrees, 47 minutes, 19 seconds east along said parallel line, also being the westerly line of a tract of land conveyed to the State Farm Mutual Automobile Insurance Company by deed recorded September 28, 1970, as Document Number 21276064, a distance of 72.77 feet to the southwest corner of said State Farm Mutual Automobile Insurance Company tract; thence north 00 degrees, 00 minutes, 00 seconds east along the south line of said State Farm Tract 338.38 feet to the west line of North Rockwell Street, as established by plat of dedication recorded July 16, 1970, as Document Number 21212294; thence south 00 degrees, 00 minutes, 00 seconds east along the west line of

North Rockwell Street 30.0 feet; thence south 90 degrees, 00 minutes, 00 seconds west parallel with the aforesaid south line of the State Farm Tract 333.74 feet to its intersection with the aforesaid line 50.0 feet easterly of the easterly line of the north branch of the Chicago River; thence south 08 degrees, 47 minutes, 19 seconds east parallel with the easterly line of the north branch of the Chicago River 853.35 feet to an angle point; thence south 06 degrees, 37 minutes, 19 seconds east along a line 50 feet easterly of (as measured at right angles) and parallel with the easterly line of the north branch of the Chicago River 352.66 feet to an angle point; thence south 25 degrees, 51 minutes, 19 seconds east along a line 50.0 feet northeasterly of (as measured at right angles) and parallel with the northeasterly line of the north branch of the Chicago River a distance of 806.97 feet to an angle point; thence south 39 degrees, 31 minutes, 59 seconds east along a line 50.0 feet northeasterly of (as measured at right angles) and parallel with the northeasterly line of the north branch of the Chicago River 613.10 feet to the north line of West Belmont Avenue (66 feet wide); thence north 89 degrees, 15 minutes, 10 seconds west along the north line of West Belmont Avenue 65.54 feet to its intersection with the northeasterly line of the aforesaid north branch of the Chicago River; thence north 39 degrees, 31 minutes, 59 seconds west along the northeasterly line of the north branch of the Chicago River 576.73 feet to an angle point; thence north 25 degrees, 51 minutes, 19 seconds west along the northeasterly line of the north branch of the Chicago River 821.44 feet to an angle point; thence north 06 degrees, 37 minutes, 19 seconds west along the easterly line of the north branch of the Chicago River 360.18 feet to an angle point; thence north 08 degrees, 47 minutes, 19 seconds west along the easterly line of the north branch of the Chicago River 920.40 feet to the point of beginning (excepting therefrom a 30 foot wide public way dedicated as per Document number 21649274), all in Cook County, Illinois.

Address:

2600 West Belmont Avenue/3400 North Rockwell Street
Chicago, Illinois 60618.

Permanent Index Numbers:

13-24-402-002; and

13-24-402-013.

*Exhibit "C".
(To Ordinance)*

Agreement Between

The City Of Chicago

And

The Chicago Park District

Regarding Clark Park.

This agreement (the "Agreement") is made and entered into this _____ day of _____, 2006 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Department of Planning and Development (the "Department"), and the Chicago Park District ("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, BT Property, L.L.C., a Delaware limited liability company (the "Owner") owns two (2) parcels of real property which are located at 3400 and 3555 North Rockwell Street, in Chicago, Illinois (together, the "Property"), which, together with any necessary easements for ingress and egress, are legally described on (Sub)Exhibit A attached hereto and incorporated herein; and

Whereas, The Park District wishes to purchase the Property (the "Purchase") from the Owner for an amount not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000) (the "Purchase Price"); and

Whereas, The Park District currently owns and operates a public park known as Clark Park on real property owned by the Park District adjoining the Property (the "Park"); and

Whereas, The Park District wishes to expand the Park onto the Property (the purchase of the Property for the expansion of the Park shall be known as the "Project"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on July 19, 2000 (the "Bond Ordinance"), on August 22, 2000, the City issued its City of Chicago One Hundred Eighty-two Million Seven Hundred Thousand Dollar (\$182,700,000) General Obligation Bonds, Project and Refunding Series 2000C (the "Bonds"); and

Whereas, The Bond Ordinance authorized the issuance of the Bonds to finance, among other things, grants to assist other municipal corporations or units of local government; and

Whereas, The Bond Ordinance authorized the [Chief Financial Officer] [City Comptroller], among others, to execute and deliver grant agreements to assist other municipal corporations or units of local government; and

Whereas, The Park District is a unit of local government; 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, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Western Avenue South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on May 17, 2000); "An Ordinance of the City of Chicago, Illinois Designating the Western Avenue South Redevelopment Project Area as a Tax Increment Financing District"; and "An ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Western Avenue South Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue South T.I.F. Ordinances", the Redevelopment Plan approved by the T.I.F. Ordinances, as amended, is referred to herein as the "Western Avenue South Plan" and the redevelopment project area created by the T.I.F. Ordinances is referred to herein as the "Western Avenue South Redevelopment Area"); and

Whereas, All of the Property lies wholly within the boundaries of the Western Avenue South Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(2), 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 the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project, including , without limitation,

property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein (Increment collected from the Western Avenue South Redevelopment Area shall be known as the "Western Avenue South Increment"); and

Whereas, The Western Avenue South Redevelopment Plan, a copy of which is attached hereto as (Sub)Exhibit B, contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western Avenue South Redevelopment Area; and

Whereas, Pursuant to Board Report 00-1115-OP1 approved by the Board of Education of the City of Chicago (the "Board") on November 15, 2000, the Board granted Six Hundred Nine Thousand Three Hundred Dollars (\$609,300) (the "Board Funds") to the City for the purchase of the Property by the Park District; and

Whereas, Pursuant to an ordinance adopted by the City Council on [_____], the City ratified the acceptance of the grant of the Board Funds and appropriated the Board Funds for the purchase of the Property by the Park District; and

Whereas, The City wishes to grant not to exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000) (the "Purchase Assistance") to the Park District for the payment of the Purchase Price; and

Whereas, The Purchase Assistance shall consist of: (1) a portion of the proceeds of the Bonds in an amount not to exceed Nine Hundred Fourteen Thousand Dollars (\$914,000); (2) Western Avenue South Increment in an amount not to exceed Five Million Six Hundred Seventy-six Thousand Seven Hundred Dollars (\$5,676,700); and (3) not to exceed the Six Hundred Nine Thousand Three Hundred Dollars (\$609,300) in Board Funds; and

Whereas, The City owns an approximately three and twenty-nine hundredths (3.29) acre parcel of real property adjacent to the Park located at approximately 2600 West Belmont Avenue/3400 North Rockwell Street in Chicago, Illinois (the "City Parcel", which is described on (Sub)Exhibit C attached hereto and hereby made a part hereof); and

Whereas, The City Parcel lies along the east bank of the north branch of the Chicago River and is improved with a so-called "riverwalk"; and

Whereas, The City Parcel and the improvements thereon are currently maintained by the Park District; and

Whereas, The City wishes to convey the City Parcel to the Park District for incorporation into the Park,

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:

Terms And Conditions.

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Purchase And The Project.

1. Within ninety (90) days after execution of this Agreement, the Park District shall purchase the Property. The Park District shall purchase the Property 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 Purchase or the Park District as related thereto, including but not limited to 70 ILCS 1505/0.01, et seq.. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

2. If the Park District, without the City's written consent, transfers title to the Property to a third party after 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 return to and/or reimburse the City for the full amount of the Purchase Assistance; in such instance, and contingent upon the Park District returning to and/or reimbursing the City for the full amount of the Purchase Assistance, the City shall, at the Board's written request, return to and/or reimburse the Board for the full amount of the Board Funds.

Article Three.

Funding.

1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in the following paragraph and such other

conditions contained in this Agreement, disburse the Purchase Assistance to the Park District. The Park District shall keep the Purchase Assistance in a segregated account to be used only for the Purchase.

Within fifteen (15) days after execution of this Agreement or such longer period of time as agreed to by the City, but in no event later than ninety (90) days after execution of the Agreement and in no event later than the date of the Purchase (the "Closing Date") (such period of time shall be known as the "Satisfaction Period"), the Park District shall satisfy, to the reasonable satisfaction of the City, the following conditions precedent for disbursement prior to the City's disbursement of the Purchase Assistance to the Park District as provided in the previous paragraph:

(a) the Owner has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy) comprising the Park, subject only to those title exceptions acceptable to the City and the Park District; and

(b) the Park District shall provide the City with:

(i) copies of all easements and encumbrances of record (other than those arising from the Purchase) with respect to the Property;

(ii) two (2) copies of a Class A plat of 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 as identified by the Federal Emergency Management Agency as having special flood hazards;

(iii) an appraisal prepared by an appraiser who is approved by the City evidencing that the Property will have, after completion of the Project, a fair market value acceptable to the City, in its sole discretion;

(iv) 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, bankruptcies or federal or state tax liens on the Property or affecting the Owner, if any;

(v) evidence of the Purchase Price of the Property in the form of a real estate sales contract or a deed and closing statement, certified by the Park District;

(vi) a copy of the most recent real estate tax bill with respect to the Property, to the extent available; and

(vii) 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 the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City and the Board to rely on such audits.

If the Park District is unable to satisfy these conditions within the Satisfaction Period, either party may, by providing notice to the other party prior to satisfaction of such conditions and after the Satisfaction Period, terminate the Agreement.

2. If the Park District does not have satisfactory title to the Property within thirty (30) days after the date of execution of this Agreement, 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 return to and/or reimburse the City for the full amount of the Purchase Assistance; in such instance, and contingent upon the Park District returning to and/or reimbursing the City for the full amount of the Purchase Assistance, the City shall, at the Board's written request, return to and/or reimburse the Board for the full amount of the Board Funds.

3. The Purchase Price shall not exceed Seven Million Two Hundred Thousand Dollars (\$7,200,000). The Park District agrees that, prior to expending any of the Purchase Assistance, the Purchase Assistance along with other funds (if necessary) irrevocably committed to the Purchase by the Park District in an estimated amount not less than Seven Million Two Hundred Thousand Dollars (\$7,200,000) (the "Park District Purchase Funds") will be sufficient to purchase the Property. The Park District agrees that the City will contribute only the Purchase Assistance towards the Purchase and that all costs of the Purchase over the Purchase Assistance (if any) shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds (whether the Park District Purchase Funds or otherwise) to purchase the Property, the Park District shall so notify the City in writing, and the Park District shall return to and/or reimburse the City for the full amount of the Purchase Assistance; in such instance, and contingent upon the Park District returning to and/or reimbursing the City for the full amount of the Purchase Assistance, the City shall, at the Board's written request, return to and/or reimburse the Board for the full amount of the Board Funds.

4. The Park District shall provide to the City and the Board reasonable access to its books and records relating to the Purchase.

Article Four.

Term.

The Term of the Agreement shall commence on the date of its execution and shall expire on the date on which the Western Avenue South Redevelopment Area is no longer in effect (through and including December 31, 2024).

Article Five.

Indemnity.

The Park District agrees to indemnify, defend and hold the City and the Board 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 or the Board arising from or in connection with the Park District's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

Article Six.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice to Park District shall be addressed to:

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

Notice to the City shall be addressed to:

[Chief Financial Officer] [City Comptroller]
[Office of the Chief Financial Officer] [Department of Finance]
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602

and

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

and

Corporation Counsel
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addressed set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Park District and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven.

Governing Law And Severability.

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

*Article Twelve.**Counterparts.*

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original.

*Article Thirteen.**Entire Agreement.*

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

*Article Fourteen.**Authority.*

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2006. Execution of this Agreement by the Park District is authorized by order of the Chicago Park District Board of Commissioners on December 14, 2005. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

*Article Fifteen.**Headings.*

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

*Article Sixteen.**Disclaimer Of Relationship.*

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 and the Park District. Notwithstanding the foregoing, the Board shall be a third party beneficiary of this Agreement for purposes of the following provisions hereof: Article Two, Section 2; Article Three, Sections 1(b)(vii), 2, 3 and 4; and Article Five.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No member, official, employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

Article Nineteen.

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 Park District:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago
Department of Planning and
Development
City Hall, Room _____
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

Article Twenty.

The City Parcel.

On the Closing Date, the City shall convey to the Park District the City Parcel by quitclaim deed. Without limiting the generality of the quitclaim nature of the City's deed, all such conveyances and title shall, in addition to the provisions of this Agreement, be subject to:

1. general real estate taxes;
2. special assessments or other taxes, if any;
3. easements, encroachments, covenants and restrictions of record;
4. any liens thereon;
5. such other title defects as may exist; and
6. the Western Avenue South Redevelopment Plan.

In addition, the City Parcel shall be conveyed to the Park District in its "as is, where is" condition, with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of the Park District, at its sole expense, to investigate

and determine the soil and environmental condition of the City Parcel. If the soil conditions are not in all respects entirely suitable for the use or uses to which the City Parcel is intended to be utilized for under this Agreement, then it shall be the sole responsibility and obligation of the Park District to take such action as may be necessary to place the soil and environmental condition of the City Parcel in a condition entirely suitable for the intended uses under this Agreement. After the Closing Date, the Park District shall have no recourse whatsoever against the City under any Environmental Laws or any other laws, rules or regulations for the environmental, soil or other condition of the City Parcel. For purposes of the foregoing, "Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.) (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code, including but not limited to Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 thereof, whether or not in the performance of this Agreement.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois

By: _____
[Chief Financial Officer]
[City Comptroller]

By: _____
Commissioner, Department of
Planning and Development

Chicago Park District

By: _____
General Superintendent

[(Sub)Exhibit "B" referred to in this Intergovernmental
Agreement with Chicago Park District
unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Intergovernmental
Agreement with Chicago Park District constitutes
Exhibit "A" to ordinance and printed
on pages 71175 through 71176
of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Intergovernmental
Agreement with Chicago Park District constitutes
Exhibit "B" to ordinance and printed on pages
71176 through 71177 of this *Journal*.]

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
SEWER SERVICE AGREEMENT WITH
CITY OF BLUE ISLAND.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the City of Blue Island, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 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 the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System"); and

WHEREAS, The City provides sewer services to certain nonresident users at premises located outside of the corporate limits of the City and has the authority to charge such nonresidents for the use of the City's Sewer System; and

WHEREAS, The City Council revised the schedule of service charges for sewer connections for premises outside the corporate limits of the City pursuant to an ordinance enacted on December 15, 2004 and published at pages 39833 to 39839 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*"), which schedule was established by the City Council pursuant to an

ordinance (the "Initial Rate Ordinance") enacted on August 21, 1945 and published at pages 3903 -- 3904 of the *Journal* for such date; and

WHEREAS, The City of Blue Island ("Blue Island") desires to install a new sewer (the "New Sewer") to alleviate a drainage problem which has been deteriorating the pavement at the intersection of West 119th Street and New Division Street and has requested that the City allow Blue Island to connect the New Sewer to the City's Sewer System at a sewer located generally at West 119th Street, Chicago, Illinois; and

WHEREAS, The Department of Water Management recommends to City Council the connection of the New Sewer to the City Sewer System because it will reduce the current flooding at the intersection making it safer for commuter traffic and extending the life of the pavement at West 119th Street; and

WHEREAS, Blue Island and the City have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement") in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the City providing sewer services to Blue Island; 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. Blue Island shall pay the City annually for the sewer connection described in the Agreement at the City's sewer rate set forth in the Agreement.

SECTION 3. The Mayor and City Clerk are authorized to execute the Agreement, and such other documents as are necessary, between the City and Blue Island, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the Commissioner of the Department of Water Management, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. Nothing contained in this ordinance shall be deemed to limit the authority of the City of Chicago to negotiate or fix rates, by contract, with other municipalities for users of the City's Sewer System residing in such municipalities.

SECTION 5. To the extent that any ordinance (including the Initial Rate Ordinance), resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this

ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit "A".
(To Ordinance)

Agreement Number _____.

*Sewer Service Agreement Between
The City Of Chicago, Illinois, And
The City Of Blue Island, Illinois.*

This sewer service agreement (this "Agreement") is made and entered into as of this ____ day of _____, 200__ (the "Closing Date") and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, an Illinois municipal corporation (the "City") and the City of Blue Island, an Illinois municipal corporation (the "Blue Island"), located within the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.G.C."). The City and Blue Island are referred to herein from time to time each as a "Party" and collectively as the "Parties".

Recitals.

Whereas, City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System" as more particularly described below); and

Whereas, Blue Island is the owner of certain properties comprising a sewer system which serves primarily residents of Blue Island ("Blue Island's Sewer System" as more particularly described below); and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of Blue Island currently have access to and use the City's Sewer System; and

Whereas, Certain property owners and sewer service users located within the municipal boundaries of Blue Island are indebted to the City for past sewer service provided by the City; and

Whereas, Blue Island, on behalf of said property owners and sewer service users, desires to settle all said claims due and owing the City to the Closing Date; and

Whereas, Blue Island on behalf of said property owners and sewer service users desires to enter into a contract with the City for sewer service; and

Whereas, _____, the City Council of the City (the "City Council") adopted an ordinance 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 _____ through _____, among other things, authorizing the execution of this Agreement (the "City's Authorizing Ordinance"); and the Board of Trustees of Blue Island adopted an ordinance on _____ among other things, authorizing the execution of this Agreement ("Blue Island's Authorizing Ordinance", and collectively with the City's Authorizing Ordinance, the "Authorizing Ordinances");

Now, Therefore, In consideration of the above recitals which are made a contractual part of this Agreement and the mutual covenants and agreements hereinafter contained, the City and Blue Island agree as follows:

Terms And Conditions.

Section 1.

Definitions.

The following terms as used in this Agreement shall have the meanings set forth below unless the context indicates a different meaning:

"Alteration" means any change in the piping configuration or in any of the facilities, including construction of new facilities or changes or additions to existing facilities, comprising Blue Island's Sewer System when such change, as reasonably determined by the Commissioner, would (i) materially increase the flow rate of Sewage through a Connection into the City's Sewer System, or (ii) would materially impact the City's Sewer System.

"ASTM" means ASTM International or a successor to such voluntary standards development organization.

"A.W.W.A." means the American Water Works Association or a successor to such organization.

"Blue Island's Sewer System" means the pipes, conduits, manholes, junction structures and all other equipment and/or facilities installed to convey or carry Sewage which are owned and maintained by Blue Island.

"Business Day" means a day on which banks in the City or Blue Island are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City or Blue Island.

"Charge" means the fees paid by Blue Island to the City on behalf of the Nonresident Users or Owners for the use of the City's Sewer System.

"City's Sewer System" means the pipes, conduits, Manholes, Junction Structures and all other equipment and/or facilities owned and maintained by the City and installed to convey or carry Sewage.

"Commissioner" means the Commissioner of the City's Department of Water Management or a successor City department.

"Connection" means a Direct and/or an Indirect Connection.

"County" means the County of Cook, Illinois.

"Department" means the City's Department of Water Management or a successor City department.

"Direct Connection" means (i) each connection between Blue Island's Sewer System and the City's Sewer System; and (ii) each connection between an Owner's Sewer Line and the City's Sewer System. The Direct Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto.

"Indirect Connection" means each connection between an Owner's Sewer Line and Blue Island's Sewer System which allows Sewage to be conveyed or discharged into the City's Sewer System. The Indirect Connections permitted and governed by this Agreement are described in (Sub)Exhibit A attached hereto, as amended from time to time pursuant to the provisions of this Agreement.

"Junction Structure" means a facility owned and operated by the City and installed at the intersection of two (2) or more converging sewer pipes larger than twenty-four (24) inches in diameter as they join a sewer pipe or conduit of at least thirty (30) inches in diameter to allow a change in direction, grade, material and size of sewer pipes and provide access to continuous sewer lines for the purpose of inspection and maintenance.

"Manhole" means a structure, other than a Junction Structure, owned and operated by the City and used to facilitate a change in direction, grade, material and size of sewer pipes, and to provide access to continuous sewer lines for the purpose of inspection and maintenance.

"Nonresident User" means any person, firm, association, corporation, governmental agency or other entity or organization which receives Sewage Discharge Services from the City and on whose behalf Blue Island has entered into this Agreement.

"Owner" means any person, firm, association, corporation, governmental agency or other entity or organization that owns in fee simple or a lesser estate land and/or buildings located within the municipal boundaries of Blue Island which receives Sewage Discharge Services from the City and on whose behalf Blue Island has entered into this Agreement.

"Owner's Sewer Line" means the service piping, stubs, and any other facility owned or maintained by Blue Island, Owners or Nonresident Users which carry or convey Sewage from the Premises into the City's Sewer System through a Connection.

"Premises" means any building or parcel of real estate located within the municipal boundaries of Blue Island either (i) owned in fee simple or a lesser estate by an Owner; or (ii) used by a Nonresident User where Sewage is produced and carried to the City's Sewer System through a Connection.

"Sewage" means a combination of water-carried wastes from residences, business buildings, institutional and industrial establishments, together with such ground surface and storm waters as may be present.

"Sewage Discharge Service" means the receipt of Sewage into the City's Sewer System at the Direct Connections.

"State" means the State of Illinois.

Section 2.

Service To Be Provided.

A. The City agrees to allow Blue Island to maintain the existing Direct and Indirect Connections at the locations shown in (Sub)Exhibit A.

B. The City shall supply Blue Island with Sewage Discharge Services of a quality commensurate with the sewer discharge services furnished to the City's consumers within the City limits subject to limitations upon the City's ability to do so caused by: (i) sewer treatment capacity and collection line capacity available to the City, (ii) lack of discharge capacity, (iii) obligation of the City to provide sewer services to others, (iv) the capacity of the City's Sewer System, (v) completion of any improvements the City elects to make to provide sewer services to others.

C. Nothing in this Agreement shall obligate the City to provide Sewage Discharge Service if the provision thereof will result in the City being in violation of any applicable laws or other governmental regulations or result in a material breach of any agreements to which the City is a party.

D. The City shall not be considered in breach of or in default of its obligations under this Agreement in the event of any interruption or decrease of Sewage Discharge Service 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, acts of war or terrorism, and other events or conditions beyond the reasonable control of the City which in fact interferes with the City's ability to provide Sewage Discharge Service through the Direct Connections. Upon the occurrence of the event causing such interruption or decrease, the City shall, promptly give written notice to Blue Island.

E. Subject to Sections 2B, 2C and 2D of this Agreement, the City shall not be responsible in damages for any failure to provide the Sewage Discharge Service hereunder or for any interruption of the Sewage Discharge Service furnished hereunder unless such failure or interruption shall result from the City's wilful breach of this Agreement. The City shall, upon notice, restore services to Blue Island within a reasonable time.

Section 3

Charges.

A. The fee for each Connection shall be calculated using the rate schedule for Sewage Discharge Services provided to users beyond the City's limits, as established by City ordinance, from time to time, according to the size of the pipe at each Connection.

B. In the case of a single Connection serving two (2) or more Premises, the fee shall be the product of the applicable rate for the size of the pipe at the Connection

multiplied by the number of individual Premises discharging through the single Connection into the City's Sewer System.

C. Charges shall be assessed annually following the schedule of rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance setting the sewer rate schedule for Sewage Discharge Service provided to users beyond the City's limits (the "Annual Charge"). For each calendar year of Sewage Discharge Service provided by the City, the Annual Charge shall be paid in four (4) quarterly installments as billed by the City.

D. The Annual Charge shall be subject to any changes as directed from time to time by City ordinances setting the sewer rate schedule for Sewage Discharge Services, applicable to users beyond the City limits (each a "Rate Ordinance"). Notice of any change in the Annual Charge shall be communicated by the City to Blue Island no later than the first day of December of the year prior to the date on which such Annual Charge change takes effect. (Sub)Exhibit B contains the rate schedule for Sewage Discharge Service provided to users beyond the City's limits adopted by the City Council on December 15, 2004 and contained in Sections 3-12-060 through 3-12-080 of the Municipal Code of Chicago. The Commissioner may amend (Sub)Exhibit B from time to time to update the rate schedule as provided in this Section 3.D. Amendments pursuant to this Section 3.D shall be effective and binding on the City and Blue Island on the first day of January following the date of adoption of the applicable Rate Ordinance without the need for further action by the City Council or the governing body of Blue Island.

E. Blue Island shall be charged a penalty for late payment of the Charges similar to that charged to customers inside the City as described in Section 6.D.. Such late penalty shall be established by City ordinance from time to time. The late penalty described in Section 6.D is authorized by Section 3-12-070 of the Municipal Code of Chicago.

F. Blue Island agrees to exercise best efforts to appropriate annually sufficient funds to provide for the payment to the City of the Charges.

Section 4.

Operation And Maintenance.

A. The Direct Connection shall mark the limit of the City's responsibility for maintenance of the City's Sewer System. Blue Island bears the responsibility for maintaining the quality of sewer services at any point within Blue Island's Sewer System up to and including the Direct Connection. Each Direct Connection and any future Direct Connection shall be equipped with a Junction Structure or Manhole

located within the City limits and under the sole and complete control of the City. The City shall bear the cost and responsibility of maintaining or replacing Junction Structures or Manholes.

B. Plans, drawings and specifications of Blue Island's Sewer System must be submitted to the Commissioner as a precondition to the execution of this Agreement.

C. The rate of discharge from Blue Island's Sewer System into the City's Sewer System shall be limited to a maximum value as determined by the Commissioner. As such, Blue Island must install and maintain within its Sewer System, an in-line flow restrictor device along with adequate upstream storm water storage capacity in its roadside ditches, sewers and/or appurtenant sewer structures.

D. Blue Island shall cooperate with the City in implementing measures to limit the amount of flow entering the City's Sewer System at the Connections during rain storms. These measures include, but are not limited to establishing a program to educate any residents of Blue Island within the drainage area of the Direct Connection on (i) the advantages of disconnecting downspouts, (ii) establishing incentives for residents to disconnect downspouts, and (iii) installing and maintaining restrictors in catch basins to prevent excess flow from entering Blue Island's Sewer System.

E. Blue Island shall not make or allow any additional Direct Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner and the City Council.

F. Blue Island may authorize the disconnection of an Indirect Connection at any time and must notify the Commissioner of such decrease in the number of Indirect Connections promptly. The Parties may amend (Sub)Exhibit A to reflect a decrease in the number of Indirect Connections. Amendments pursuant to this Section 4.F shall be effective and binding on the City and Blue Island on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of Blue Island. Blue Island may authorize rehabilitation or construction of the Premises served by a six (6) inch Indirect Connection and the temporary interruption of up to twelve (12) months of Sewer Discharge Service through such Indirect Connection by giving forty-five (45) days prior written notice to the City as long as such rehabilitation or construction does not require (i) a zoning change, (ii) change in the use of the Premises for commercial, industrial, residential or other purpose, (iii) changes the use of the Premises from single-family to multi-family use; (iv) the resurfacing, grading, filling or excavating of fifteen thousand (15,000) square feet or more of contiguous area; (v) construction of parking lots or other contiguous impervious areas measuring more than seven thousand five hundred (7,500) square feet; (vi) construction or rehabilitation of over

fifteen thousand (15,000) square feet of new roof area; or (vii) any change which may materially alter the rate of flow, amount or quality of Sewage discharge through such Indirect Connection as reasonably determined by the Commissioner.

G. Blue Island shall not overburden the Connections by letting any consumer of services provided by Blue Island's Sewer System (other than Owners or Nonresident Users) discharge Sewage into or through a Connection. Blue Island shall not allow Owners and Nonresident Users to overburden the Connection and the City's Sewer System by permitting discharge through a Connection not produced within the Premises served by such Connection.

H. Blue Island agrees to comply with and shall cause Nonresident Users and Owners to comply with any and all present and future (i) sanitary and storm regulations of the City affecting sewer services, (ii) regulations and directives of the Department, including but not limited to the Storm Water Detention Requirements set forth in the then current Sewer Permit Requirements and Fees Booklet issued by the Department, (iii) rules and regulations of the M.W.R.D.G.C., and (iv) regulations and directives of the environmental protection agencies of the City, the State and the United States applicable to Sewage disposal as are in force in the City.

I. Blue Island agrees to keep Blue Island's Sewer System of similar efficiency as and operational with the City's Sewer System. Blue Island agrees that duly authorized engineers and inspectors of the City, in collaboration with representatives of Blue Island, shall be allowed to make inspections and tests upon due notice to Blue Island to determine whether Blue Island's Sewer System is operating properly and complies with all State and Federal laws and regulations, City ordinances and other rules and regulations set forth in Sections 4.H and 4.G. If as a result of any such inspection or test, the City shall determine that Blue Island's Sewer System, a portion thereof or any facility thereof is out of compliance with any such law, rule, regulation or ordinance (each a "Noncompliance Event"), the City shall give Blue Island notice thereof. Such notice shall specify (i) what portion or facility of Blue Island's Sewer System is out of compliance, (ii) what Alteration the City deems necessary to bring Blue Island's Sewer System in compliance with such laws and regulations, and (iii) a reasonable time to complete the requested Alteration. Thereafter, Blue Island shall have a reasonable time within which to make such Alteration. The Commissioner shall determine what shall be a reasonable time for Blue Island to make such Alteration with regard to the following: (i) the nature and extent of the Noncompliance Event; (ii) the effect, if any, of the Noncompliance Event upon the operation or efficiency of the City's Sewer System; and (iii) the difficulty, time and cost of bringing Blue Island's Sewer System into compliance. The failure, neglect or refusal of Blue Island to make said repairs, installations or changes as required by this Section 4.I upon notice in writing so to do from the Commissioner within the time periods specified shall furnish sufficient grounds for the City to interrupt, limit or terminate Sewage Discharge Services through the Direct Connections.

J. If Blue Island desires to make any Alterations, all drawings, plans and specifications for such Alterations, which shall be prepared by a professional engineer licensed to practice in the State of Illinois and shall include profiles showing United States Geological Survey elevations and the location of each affected Connection, must be submitted to the Commissioner and approved by the Commissioner prior to the start of any construction, installation or change. All equipment installed or used in connection with the Alteration shall comply with all applicable laws and regulations and shall be of a manufacture and type meeting City standards for comparable equipment as adopted by the City by ordinance, as set forth in the Municipal Code of Chicago, or as set forth in regulations issued by the Department consistent with standards adopted by ASTM, A.W.W.A. or other broadly recognized standards for sewer equipment. All Alteration work shall be performed by a qualified sewer contractor licensed and bonded in the State of Illinois. Blue Island shall not make or allow any additional Indirect Connections other than those shown on (Sub)Exhibit A, without the approval of the Commissioner. If an Alteration adds an Indirect Connection or changes the location or size of Indirect Connections and such Alteration is approved by the Commissioner pursuant to authority granted under the Chicago Municipal Code or the City's Authorizing Ordinance, the Parties may amend (Sub)Exhibit A to reflect the change in the number or size of Indirect Connections. Amendments pursuant to this Section 4.J shall be effective and binding on the City and Blue Island on the date set forth in the applicable amendment without the need for further action by the City Council or the governing body of Blue Island.

Section 5.

Emergency.

A. Blue Island shall not permit any Sewage discharge through a Connection furnished hereunder by any party outside the municipal boundaries of Blue Island, except that it may allow such use in an emergency to other users if it provides notice to the Commissioner within one (1) Business Day of such emergency discharge.

B. The Parties agree to notify one another as promptly as possible of all emergency and other conditions which may directly or indirectly affect the Connections, Blue Island's Sewer System or the City's Sewer System, or which may affect the quality of sewer services in either Party's Sewer System.

C. Blue Island shall allow duly authorized engineers and inspectors of the City to make inspections of any condition identified under Section 5.B hereof. This inspection shall include any tests required at the City's discretion.

*Section 6.**Remedies.*

A. If Blue Island fails to comply with or perform any of the conditions or obligations on its part which may materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify Blue Island in writing of its intention to terminate, limit or interrupt Sewage Discharge Services (the "Emergency Notice") on account of such failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ten (10) days after the giving of such notice and to terminate this Agreement unless within this ten (10) day period Blue Island makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of Blue Island delivered to the City no less than three (3) Business Days prior to the expiration of the ten (10) period as set forth in the notice issued by the City under this Section 6.A, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide Blue Island an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.A shall limit the right of the City to reduce or limit Sewage Discharge Service under the provisions of Section 2 of this Agreement.

B. If Blue Island fails to comply with or perform any of the conditions or obligations on its part which do not materially affect the health and safety of the residents of the City of Chicago or the integrity of the City's Sewer System, and if after such failure the City shall notify Blue Island in writing of its intention to terminate, limit or interrupt Sewage Discharge Service on account of such failure, refusal or neglect, then the City shall have a right to terminate, limit or interrupt Sewage Discharge Service at the expiration of ninety (90) days after the giving of such notice and to terminate this Agreement unless within this ninety (90) day period Blue Island makes repairs or performs the conditions or obligations requested by the Commissioner. At the written request of Blue Island delivered to the City no less than ten (10) Business Days after receipt of the City's notice issued under this Section 6.B, the Commissioner or a designee of the Commissioner shall meet with Village representatives to provide Blue Island an opportunity to contest the grounds for termination, interruption or limitation of the Sewer Discharge Service. Nothing in this Section 6.B shall reduce the grace periods and provisions specified in Section 4.I of this Agreement.

C. The limitation, termination or interruption of Sewage Discharge Services and/or the disconnection of a Connection under Section 6.A or 6.B shall not release Blue Island from its obligation to make payments on past due services rendered under this Agreement. The City reserves the right to initiate actions to recover charges as permitted by 65 ILCS 5/11-141-7.

D. An accrued past due sewer service liability in excess of Ten Thousand Dollars (\$10,000) may subject the Owner or the Nonresident User of the subject Premises to an additional penalty, to be imposed in a separate hearing, in an amount not less than Fifty Dollars (\$50) and not more than Five Hundred Dollars (\$500) for the delinquency. Each day that a past due service liability exceeds Ten Thousand Dollars (\$10,000) shall constitute a separate delinquency. In determining whether to impose this additional penalty, the hearing officer may consider all reasons for the failure to make timely payment. The amount of this additional penalty does not include the delinquent amount owed for sewer service and any applicable late payment penalties, nor does it affect any other remedies of the City pursuant to the provisions of the Municipal Code of Chicago, including right to a lien on the subject Premises.

E. Charges for sewer service hereunder shall be a lien upon the Premises served pursuant to the law thereto pertaining. When such charges have been delinquent for a period of sixty (60) days, the superintendent of water collections shall cause a statement of lien to be recorded against the Premises served and delinquent in the form and manner provided by law. The failure to record such a lien or to mail notice thereof shall not affect the right of the City to foreclose or adjudicate such lien, by an equitable action in accordance with the statutory requirements therefor and in the same manner as provided for water service in Section 11-12-490, et seq. of the Municipal Code of Chicago. The superintendent of water collections shall execute releases of such liens on behalf of the City upon receipt of payment thereof.

Section 7.

Indemnity.

A. Blue Island agrees to indemnify the City, its officials, agents and employees (collectively, the "Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' and expert witnesses' fees and court costs for such Indemnitees in connection with any investigative, administrative or judicial proceeding before an agency or court of competent jurisdiction, whether or not such Indemnitees shall be designated as parties thereto) (each a "Loss" and collectively the "Losses") that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

- (i) Blue Island's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) the existence of any material misrepresentation or omission in this Agreement, or any other document related to this Agreement that is the result of

information supplied or omitted by Blue Island or any agents, employees, contractors or persons acting under the control or at the request of Blue Island; or

(iii) Blue Island's failure to cure any misrepresentation in this Agreement;

provided, however, that Blue Island shall have no obligation to an Indemnitee arising from any wrongful act of the Indemnitee. The provisions of the undertakings and indemnification set out in this Section 7 shall survive the termination of this Agreement.

B. To the extent permissible by law, Blue Island waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by any employee of Blue Island that may be subject to the Workers' Compensation Act, 820 ILCS 305/1, et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

C. If a connection is lawfully disconnected by the City, Blue Island hereby releases and forever discharges the City from any loss it may sustain or claim to sustain by reason of such service being disconnected.

Section 8.

No Personal Liability.

No elected or appointed official or member or employee or agent of the City or Blue Island shall be individually or personally liable in connection with this Agreement.

Section 9.

Term.

Subject to the survival and early termination provisions herein, this Agreement shall be in force and effect for a period starting on the Closing Date and ending on December 31, 20 __; provided, however, that the City and Blue Island may agree to

renew this Agreement (without the need for further action by the City Council or the governing body of Blue Island) for three (3) successive ten (10) year terms, not to exceed in the aggregate forty (40) years from January 1, 20___. If either Party shall desire to renew this Agreement, such Party shall provide written notice thereof to the other Party by June 1 of the year on which said ten (10) year term expires. This Agreement shall be a continuing valid and binding obligation of Blue Island as hereinafter provided for the term and each separate renewal term thereof (each such renewal term to be treated as the term of a new agreement).

Section 10.

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 and Blue Island is authorized by the Authorizing Ordinances. 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. 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.

E. 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.

F. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

G. 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.

H. 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.

I. Integration. This Agreement contains the entire agreement between the Parties.

J. Modification. No officer, official or agent of either Party has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind that Party by making any promise or representation not contained herein, provided however, that (i) the Parties may modify (Sub)Exhibit A according to the procedures described in Section 4.F hereof, (ii) upon a request by Blue Island, the Commissioner has the right to approve modifications to (Sub)Exhibit A and the information referenced therein pertaining to Indirect Connections according to the procedures described in Section 4.J hereof, (iii) the Commissioner may modify and amend (Sub)Exhibit B and the information referenced therein according to the procedures described in Section 3.D hereof; (iv) the Parties may extend the term of this Agreement pursuant to Section 9 hereof; and (v) that all references in this Agreement to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

K. 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, first class mail, return receipt requested.

If To The City:

Commissioner
Department of Water Management
City of Chicago
Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
Phone: (Omitted for printed purposes)

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

In An Emergency
By Telephone:

Commissioner
Department of Water Management
City of Chicago
Phone: (Omitted for printed purposes)
Weekdays from 8:30 A.M. to 4:30 P.M.
Phone: (Omitted for printed purposes)
Weekdays from 4:30 P.M. to 8:30 A.M.
and weekends and holidays

If To Blue Island:

City of Blue Island
Attention: Mayor
Address: _____
Phone: _____

In An Emergency
By Telephone:

City of Blue Island
Attention: City Engineer
Address: _____
Phone: _____

Such addresses may be changed by notice to the other Party given in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) hereof shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (c) hereof shall be deemed received two (2) days following deposit in the mail.

Blue Island shall notify the City in writing and keep the City informed of the responsible individual in charge of operations of Blue Island's Sewer System.

L. No Severability. This Agreement shall be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's or Blue Island's rights to contract for the provision of sewer services.

M. No Third Party Beneficiaries. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than the City and Blue Island. 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 Blue Island, 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 Blue Island.

N. 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.

O. Time. Time is of the essence in the performance of this Agreement.

In Witness Whereof, The City has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and Blue Island has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and its Corporate Seal to be hereto affixed, duly attested by its City Clerk, all as of the date first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved:

By: _____
Commissioner

Approved as to Form and Legality:

By: _____
Assistant Corporation Counsel

City of Blue Island, Illinois

By: _____
Mayor

Attest:

By: _____ [Seal]
City Clerk

(Sub)Exhibits "A" and "B" referred to in this Sewer Service Agreement with City of Blue Island read as follows:

(Sub)Exhibit "A".
(To Sewer Service Agreement With
City Of Blue Island)

City Of Blue Island, Illinois

Authorized Connections.

Direct Connection:	One 12 inch with 2.25 inch upstream Restrictor Plate located generally at West 119 th Street, Chicago, Illinois
Total Annual Charge:	\$1,062.84
Itemized list of Indirect Connections:	None.

(Sub)Exhibit "B".
(To Sewer Service Agreement With
City Of Blue Island)

*Rate Schedule For
Sewage Discharge Service For Nonresident Users.*

Adopted By The City Council On December 15, 2004.

Monthly Charges.

Size Of Connection	Monthly Rate
6 inches or less	\$ 10.65
8 inches	39.86
10 inches	62.00
12 inches	88.57
15 inches	139.50
18 inches	199.28
21 inches	272.36
24 inches	354.29
27 inches	449.50
30 inches	553.57
33 inches	670.93
36 inches	797.15
42 inches	1,085.00
48 inches	1,417.15

Size Of Connection	Monthly Rate
54 inches	\$1,793.58
60 inches	2,214.29
66 inches	2,679.30
72 inches	3,188.58

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS AND
CANCELLATION OF WATER/SEWER ASSESSMENTS,
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred November 1, 2005 and February 8, 2006, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits and cancellation of water/sewer assessments, 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 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 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

FREE PERMITS.

The Art Institute Of Chicago.

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 Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to The Art Institute of Chicago, 111 South Michigan Avenue, for the construction modification on the 12th floor, mechanical penthouse and roof of the Sullivan Center at 36 South Wabash Avenue, 12th floor and 33 South State Street, 12th floor.

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.

Brother Rice High School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Construction and Permits and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Brother Rice High School, 10001 South Pulaski Road, for installation of bleachers and press box.

Said site 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.

The Chicago Academy High School.

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

SECTION 1. That the Executive Director of Construction and Permits, the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water Management and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Chicago Academy High School, 3400 North Austin Avenue, for the redevelopment of an existing parking into an athletic field, rehabilitate the pavement of the remaining parking lot, adding a twenty (20) parking stall lot to the north end, landscaping improvements and tree planting on the premises known as 3400 North Austin Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Commuter Rail Division Of The Regional
Transportation Authority (Metra).
(7512 South Exchange Avenue)*

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, the Zoning Administrator and the Commissioner of Water Management are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Commuter Rail Division of the Regional Transportation Authority (known as "Metra"), 547 West Jackson Boulevard, for the construction, renovation and maintenance of the Windsor Park commuter rail station, 7512 South Exchange Avenue, on the South Chicago Branch of the Metra Electric Line.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Commuter Rail Division Of The Regional
Transportation Authority (Metra).
(7864 South Exchange Avenue)*

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, the Zoning Administrator and the Commissioner of Water Management are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Commuter Rail Division of the Regional Transportation Authority (known as "Metra"), 547 West Jackson Boulevard, for the construction, renovation and maintenance of the Cheltenham commuter rail station, 7864 South Exchange Avenue, on the South Chicago Branch of the Metra Electric Line.

Said building and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Erie Neighborhood House.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of the Department 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 the Department of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinance of the City of Chicago to the contrary, to Erie Neighborhood House, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 2510 West Cortez Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Greater State Street Council.

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 issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Greater State Street Council, 27 East Monroe Street, for State Street planter maintenance and watering of landscaped areas on the premises known as 300 North State Street through 500 South State Street (on both sides of the street).

The work thereon shall not be done with a view to profit and 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. The work thereon shall not be done with a view to profit and shall be constructed and maintained so that it 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.

SECTION 2. This ordinance shall take effect and be in force for the period of February 16, 2006 through October 15, 2007.

*Lubavitch Chabad Of The Loop,
Goldcoast And Lincoln Park.*

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 Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the Lubavitch Chabad of the Loop, Goldcoast and Lincoln Park, 111 West Chestnut Street, for new construction for Jewish community center interior/exterior Center for Jewish Life at the premises known as 111 West Chestnut 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.

Marist High School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Construction and Permits and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinance of the City of Chicago to the contrary, to Marist High School, 4200 West 115th Street, for gymnasium addition and remodeling.

Said site 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.

New Dimensions Christian Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of

Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to New Dimensions Christian Center, 6101 West Fullerton Avenue for the construction of addition on the church on the premises known as 6101 West Fullerton Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Northern Indiana Commuter Transportation District (N.I.C.T.D.).

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northern Indiana Commuter Transportation District (N.I.C.T.D.), 33 East U.S. Highway 12, Chesterton, Indiana 46304-3514 for N.I.C.T.D. South Shore Rail Station new platform (public benefit) 13730 South Brainard Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

*Christ The Redeemer/Saints Paul And
Peter Romanian Catholic Mission.*

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Christ the Redeemer (Saints Paul and Peter Romanian Catholic Mission) 3109 West Fullerton Avenue (Account Number 441660).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Corpus Christi.

(4920 -- 4922 South Dr. Martin Luther King, Jr. Drive)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Corpus Christi, 4920 -- 4922 South Dr. Martin Luther King, Jr. Drive (Account Number 428080).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Corpus Christi.

(4926 South Dr. Martin Luther King, Jr. Drive)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed

against Corpus Christi, 4926 South Dr. Martin Luther King, Jr. Drive (Account Number 439996).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Defenders Of The Christian Faith Church.
(1701 -- 1703 North Tripp Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$528.58, against the Defenders of the Christian Faith Church, for their premises located at 1701 -- 1703 North Tripp Avenue (Account Number 716285-310315).

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Defenders Of The Christian Faith Church.
(4218 West Wabansia Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$197.15, against the Defenders of the Christian Faith Church, for their premises located at 4218 West Wabansia Avenue (Account Number 725718-309032).

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Immaculate Conception.
(7205 West Talcott Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Conception, 7205 West Talcott Avenue (Account Number 440718).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Immaculate Conception.
(7273 West Talcott Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Immaculate Conception, 7273 West Talcott Avenue (Account Number 440716).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association.
(3337 West Division Street)

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

assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$3,631.80, against the Latin United Community Housing Association for their premises located at 3337 West Division Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association.
(1414 -- 1418 North Washtenaw Avenue)

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 assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$163.32, against the Latin United Community Housing Association for their premises located at 1414 -- 1418 North Washtenaw Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association.
(1451 North Washtenaw Avenue)

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 assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$259.92, against the Latin United Community Housing Association for their premises located at 1451 North Washtenaw Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Mission Cristiana.

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Mission Cristiana, 1905 West Schiller Street (Account Number 428569).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Norwegian American Hospital.

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 assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$2,056.84, against the Norwegian American Hospital for their premises located at 1044 North Francisco Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Sacred Heart Mission.

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary,

assessed against Sacred Heart Mission, 11652 South Church Street (Account Number 428355).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Angela.

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Angela, 1326 North Massasoit Avenue (Account Number 441902).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Bartholomew.
(4914 West Addison Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4914 West Addison Street (Account Number 441175).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Bartholomew.
(4956 West Addison Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4956 West Addison Street (Account Number 441190).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Bartholomew.
(4933 West Patterson Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4933 West Patterson Avenue (Account Number 428715).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Bartholomew.
(4947 West Patterson Avenue)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4947 West Patterson Avenue (Account Number 441185).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Bartholomew.
(4949 West Patterson Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Bartholomew, 4949 West Patterson Avenue (Account Number 441191).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ethelreda.
(8722 South Paulina Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ethelreda, 8722 South Paulina Street (Account Number 438988).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ethelreda.
(8726 -- 8728 South Paulina Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ethelreda, 8726 -- 8728 South Paulina Street (Account Number 599031-478339).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ethelreda.
(8747 South Paulina Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ethelreda, 8747 South Paulina Street (Account Number 438989).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ethelreda.
(8756 South Paulina Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ethelreda, 8756 South Paulina Street (Account Number 438980).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Eugene.

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Eugene, 5240 West Canfield Avenue (Account Number 440729).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Fidelis.
(1406 North Washtenaw Avenue)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1406 North Washtenaw Avenue (Account Number 442105).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Fidelis.
(1412 North Washtenaw Avenue)
(Account Number 442153)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1412 North Washtenaw Avenue (Account Number 442153).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Fidelis.
(1412 North Washtenaw Avenue)
(Account Number 442156)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Fidelis, 1412 North Washtenaw Avenue (Account Number 442156).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint John Bosco.
(6035 West Belden Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 6035 West Belden Avenue (Account Number 441817).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint John Bosco.
(2253 North McVicker Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 2253 North McVicker Avenue (Account Number 441819).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint John Bosco.
(2308 North McVicker Avenue)
(Account Number 441816)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 2308 North McVicker Avenue (Account Number 441816).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint John Bosco.
(2308 North McVicker Avenue)
(Account Number 441820)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint John Bosco, 2308 North McVicker Avenue (Account Number 441820).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Juliana.
(7211 North Oketo Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Juliana, 7211 North Oketo Avenue (Account Number 440678).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Juliana.
(7140 North Osceola Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Juliana, 7140 North Osceola Avenue (Account Number 428747).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Juliana.
(7142 -- 7150 North Osceola Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Juliana, 7142 -- 7150 North Osceola Avenue (Account Number 428746).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Juliana.
(7424 West Touhy Avenue)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Juliana, 7424 West Touhy Avenue (Account Number 440679).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Juliana
(7440 West Touhy Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Juliana, 7440 West Touhy Avenue (Account Number 440680).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Killian.
(8732 South Aberdeen Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Killian, 8732 South Aberdeen Street (Account Number 428337).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Killian.
(8736 South Aberdeen Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Killian, 8736 South Aberdeen Street (Account Number 438825).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Killian.
(8750 South Aberdeen Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Killian, 8750 South Aberdeen Street (Account Number 438826).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Killian.
(1125 West 87th Street)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Killian, 1125 West 87th Street (Account Number 438828).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ladislaus.
(3343 North Long Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 3343 North Long Avenue (Account Number 441182).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ladislaus.
(5301 West Roscoe Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 5301 West Roscoe Street (Account Number 441188).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Ladislaus.
(5345 West Roscoe Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Ladislaus, 5345 West Roscoe Street (Account Number 441172).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Margaret Of Scotland.
(9835 South Throop Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Margaret of Scotland, 9835 South Throop Street (Account Number 438846).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Margaret Of Scotland.
(9837 South Throop Street)
(Account Number 428346)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Margaret of Scotland, 9837 South Throop Street (Account Number 428346).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Margaret Of Scotland.
(9837 South Throop Street)
(Account Number 696425-600912)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Margaret of Scotland, 9837 South Throop Street (Account Number 696425-600912).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Margaret Of Scotland.
(1246 -- 1258 West 99th Place)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Margaret of Scotland, 1246 -- 1258 West 99th Place (Account Number 428345).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Monica.

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Monica, 5159 North Mont Clare Avenue (Account Number 443653).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Pascal.
(6105 West Irving Park Road)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6105 West Irving Park Road (Account Number 441192).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Pascal.
(6123 West Irving Park Road)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6123 West Irving Park Road (Account Number 441179).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Pascal.
(6159 West Irving Park Road)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Pascal, 6159 West Irving Park Road (Account Number 441193).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Robert Bellarmine.
(4646 North Austin Avenue)
(Account Number 441173)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Robert Bellarmine, 4646 North Austin Avenue (Account Number 441173).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Robert Bellarmine.
(4646 North Austin Avenue)
(Account Number 441178)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Robert Bellarmine, 4646 North Austin Avenue (Account Number 441178).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Robert Bellarmine.
(6026 West Eastwood Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Robert Bellarmine, 6026 West Eastwood Avenue (Account Number 441195).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thaddeus.
(9530 South Harvard Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thaddeus, 9530 South Harvard Avenue (Account Number 438808).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thaddeus.
(9540 South Harvard Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thaddeus, 9540 South Harvard Avenue (Account Number 438844).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thaddeus.
(9558 South Harvard Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thaddeus, 9558 South Harvard Avenue (Account Number 438809).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thecla.
(6301 -- 6323 North Newcastle Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thecla, 6301 -- 6323 North Newcastle Avenue (Account Number 428744).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thecla.
(6333 North Newcastle Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thecla, 6333 North Newcastle Avenue (Account Number 428750).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thecla.
(6323 North Oak Park Avenue)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thecla, 6323 North Oak Park Avenue (Account Number 455720).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Thecla.
(6350 North Oak Park Avenue)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Thecla, 6350 North Oak Park Avenue (Account Number 440673).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Viator.
(4146 West Addison Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Viator, 4146 West Addison Street (Account Number 441223).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Viator.
(4156 West Addison Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Viator, 4156 West Addison Street (Account Number 441224).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Viator.
(4170 West Addison Street)

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 the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Viator, 4170 West Addison Street (Account Number 441225).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Viator.
(3656 North Kedvale Avenue)

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 the Department of Water Management is hereby authorized

and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Viator, 3656 North Kedvale Avenue (Account Number 441243).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

EXEMPTION OF ADVOCATE ILLINOIS MASONIC MEDICAL CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting Advocate Illinois Masonic Medical Center, 2321 North Wolcott Avenue, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Director of Revenue, the Commissioner of Water Management 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 Advocate Illinois Masonic Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2321 North Wolcott 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. Advocate Illinois Masonic Medical Center, a not-for-profit Illinois corporation located at 2321 North Wolcott 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. Advocate Illinois Masonic Medical Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2007.

EXEMPTION OF THE ART INSTITUTE OF CHICAGO FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 16, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Cárdenas (12th Ward) exempting The Art Institute of Chicago, 1919 West 43rd Street, from payment of all city permit, license and inspection fees for the period ending February 16, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, 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 The Art Institute of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 1919 West 43rd Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Art Institute of Chicago, a not-for-profit Illinois corporation located at 1919 West 43rd Street, also doing business engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Art Institute of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 16, 2007.

EXEMPTION OF CHICAGO HOUSE & SOCIAL SERVICE AGENCY, INC.
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 8, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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 Chicago House & Social Service Agency, Inc., 5036 North Kenmore Avenue, from payment of all city permit, license and inspection fees for the period ending February 8, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 the Office of Emergency Management and Communications, 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 Chicago House & Social Service Agency, Inc., 1925 North Clybourn Avenue, Suite 401, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5036 North Kenmore 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. Chicago House & Social Service Agency, Inc., a not-for-profit Illinois corporation, 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. Chicago House & Social Service Agency, Inc. shall be entitled to a refund of city fees which it has paid and from 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 February 9, 2006 through February 8, 2007.

EXEMPTION OF CUYLER COVENANT CHURCH FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING AUGUST 15, 2006.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schalter (47th Ward) exempting Cuyler Covenant Church, 3901 North Marshfield Avenue, from payment of all city permit, license and inspection fees for the period ending August 15, 2006, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Construction and Permits, the Director of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management 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 Cuyler Covenant Church,

a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 3901 North Marshfield 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. Cuyler Covenant Church, a not-for-profit Illinois corporation located at 3901 North Marshfield Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Cuyler Covenant Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from August 15, 2005 and ending August 15, 2006.

EXEMPTION OF EVANGELICAL LUTHERAN SAINT PHILIP CHILD
CARE CENTER FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting Evangelical

Lutheran Saint Philip Child Care Center, 2444 West Bryn Mawr Avenue, 1st floor, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the 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 Evangelical Lutheran Saint Philip Child Care Center, a not-for-profit Illinois corporation, related to the erection and maintenance of buildings and fuel storage facilities at 2444 West Bryn Mawr Avenue, 1st Floor.

Said building 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 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. Evangelical Lutheran Saint Philip Child Care Center, a not-for-profit Illinois corporation located at the above-captioned locations, 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. Evangelical Lutheran Saint Philip Child Care Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from February 16, 2006 to February 15, 2007.

EXEMPTION OF HUBBARD STREET DANCE CHICAGO FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING MARCH 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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 Hubbard Street Dance Chicago, 1147 West Jackson Boulevard, from payment of all city permit, license and inspection fees for the period ending March 31, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Director of Revenue, the Commissioner of Water Management 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 Hubbard Street Dance Chicago, a not-for-profit Illinois corporation at 1147 West Jackson Boulevard.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted

and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(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. Hubbard Street Dance Chicago, a not-for-profit Illinois corporation located at 1147 West Jackson Boulevard, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Hubbard Street Dance Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond March 31, 2007.

EXEMPTION OF LUBAVITCH CHABAD OF THE LOOP GOLDCOAST
AND LINCOLN PARK FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 2006.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Lubavitch Chabad of the Loop Goldcoast and Lincoln Park, 111 West Chestnut Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2006, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solís, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levár, Shiller, Schulter, M. Smith, Moore, Stone -- 49.

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 Sewers, the Commissioner of Water Management 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 Lubavitch Chabad of the Loop Goldcoast and Lincoln Park, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities located at 111 West Chestnut Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Lubavitch Chabad of the Loop Goldcoast and Lincoln Park, a not-for-profit Illinois corporation also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Lubavitch Chabad of the Loop Goldcoast and Lincoln Park shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2006.

EXEMPTION OF ROGERS PARK FAMILY HEALTH CENTER FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Moore (49th Ward) exempting Rogers Park Family Health Center, 1555 West Howard Street, from payment of all city permit, license and inspection fees for period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Rogers Park Family Health Center, 1555 West Howard Street, for the erection and maintenance of the building on the premises known as 1555 West Howard Street.

Said building 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 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. Rogers Park Family Health Center, a not-for-profit Illinois corporation located at 1555 West Howard Street, 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. Rogers Park Family Health Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2007.

EXEMPTION OF RUSH UNIVERSITY MEDICAL CENTER AND
RUSH CHILDREN'S SERVICES, DOING BUSINESS AS
RUSH CHILDREN'S SERVICES FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING
NOVEMBER 15, 2006.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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 Rush University Medical Center and Rush Children's Services, doing business as Rush Children's Services, various locations, from payment of all city permit, license and inspection fees for the period ending November 15, 2006, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Director of Revenue, the Commissioner of Water Management 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 Rush University Medical Center and Rush Children's Services (doing business as Rush Children's Services), a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at various locations in Chicago, Illinois as set forth on Exhibit A attached hereto and made a part hereof.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(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. Rush University Medical Center and Rush Children's Services (doing business as Rush Children's Services), a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Rush University Medical Center and Rush Children's Services (doing business as Rush Children's Services) shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond November 15, 2006.

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

Exhibit "A".

*Rush University Medical Center And Rush Children's Services
(Doing Business As Rush Children's Services).*

Atrium Building
1653 West Congress Parkway

Professional Buildings I, II, III
1725 West Harrison Street

Marshall Field IV Building
1720 West Harrison Street

1700 West Van Buren Buildings A and B
1700 West Van Buren Street

Kellogg Pavilion
1717 West Congress Parkway

Kidston House
630 South Hermitage Avenue

Pavilion Building
1733 West Congress Parkway

Laundry Building
4310 South Shields Avenue

Jones Building
1753 West Congress Parkway

Polk/Paulina Chiller Plant
738 South Paulina Street

Murdock Building
517 South Wood Street

Human Resources Building
729 South Paulina Street

Annex Building
707 South Wood Street

Laurence Armor Day School
630 South Ashland Avenue

Senn Building
1744 West Harrison Street

Parking Structure
1641 West Harrison Street

Rawson Building
1758 West Harrison Street

Rush Research Building
1735 West Harrison Street

Johnson R. Bowman Building
700 South Paulina Street

Cohn Building
1743 West Harrison Street

Armor Academic Center
600 South Paulina Street

Cancer Treatment Center
1650 West Harrison Street

Jelke/Jelke Southcenter
1750 West Harrison Street

EXEMPTION OF SACRED HEART SCHOOLS FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING FEBRUARY 8, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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 Sacred Heart Schools, 6221 North Kenmore Avenue and 6250 North Sheridan Road, from payment of all city permit, license and inspection fees for the period ending February 8, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 the Office of Emergency Management and Communications, 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 Sacred Heart Schools, 6250 North Sheridan Road, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6221 North Kenmore Avenue and 6250 North Sheridan Road.

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. Sacred Heart Schools, a not-for-profit Illinois corporation, 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. Sacred Heart Schools shall be entitled to a refund of city fees which it has paid and from 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 February 9, 2006 through February 8, 2007.

EXEMPTION OF SAINT VIATOR PARISH FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING MAY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Allen (38th Ward) exempting Saint Viator Parish, 4170 West Addison Street, from payment of all city permit, license and inspection fees for the period ending May 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, 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 Saint Viator Parish, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 4170 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate

provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Viator Parish, a not-for-profit Illinois corporation, also doing business in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Viator Parish shall be entitled to a refund of city fees which it has paid and from 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 May 16, 2006 to May 15, 2007.

EXEMPTION OF SHRINERS HOSPITAL FOR CHILDREN FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Shriners Hospital for Children, 2211 North Oak Park Avenue, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Director of Revenue, the Commissioner of Water Management 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 Shriners Hospital for Children, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2211 North Oak Park 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. Shriners Hospital for Children, a not-for-profit Illinois corporation located at 2211 North Oak Park Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Shriners Hospital for Children shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year, from February 16, 2006 to February 15, 2007.

EXEMPTION OF SISTERS OF THE RESURRECTION FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING JANUARY 1, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Doherty (41st Ward) exempting Sisters of the Resurrection, 7432 West Talcott Avenue, from payment of all city permit, license and inspection fees for the period ending January 1, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 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 Sisters of the Resurrection, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7432 West Talcott 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. The Sisters of the Resurrection, 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. Sisters of the Resurrection shall be entitled to a refund of city fees which it has paid and from 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 January 1, 2006 through January 1, 2007.

EXEMPTION OF WEST DIVISION FAMILY HEALTH CENTER FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Mitts (37th Ward) exempting West Division Family Health Center, 4401 West Division Street, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 West Division Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4401 West Division Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. West Division Family Health Center, a not-for-profit Illinois corporation located at 4401 West Division Street, 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. West Division Family Health Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2007.

EXEMPTION OF WESTSIDE FAMILY HEALTH CENTER FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING FEBRUARY 15, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Chandler (24th Ward) exempting Westside Family Health Center, 3752 West 16th Street, from payment of all city permit, license and inspection fees for the period ending February 15, 2007, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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. Westside Family Health Center located at 3752 West 16th Street, 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.

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. Westside Family Health Center located at 3752 West 16th Street shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of February 15, 2006 through February 15, 2007.

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT LICENSES
AND PERMITS, FREE OF CHARGE, FOR CONDUCT OF
HOLY INNOCENTS CHURCH UNITY CARNIVAL.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of all necessary licenses and/or permits, free of charge, in conjunction with Holy Innocents Church Unity Carnival, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary Special Event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Holy Innocents Church (all festival participants and applicants) for Holy Innocents Church Unity Carnival to be held May 31, 2006 through June 4, 2006 on the premises known as 743 North Armour Street and 1448 West Superior Street. Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Or Invoice Number And Type Of Inspection	Amount
Chicago Christian Center 10747 South Halsted Street	058451261136873 (Drwy.)	\$ 648.00
Community Learning Center 10612 South Wentworth Avenue	885071 (Mech. Vent.)	50.00
	1048582 (Sign)	40.00
Valentine Boys and Girls Club 3400 South Emerald Avenue	827350 (Pub. Place of Assemb.)	1,200.00

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, March 1, 2006.

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 firefighters 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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:

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	WILKINSON TOTAL
ABDULLAH	POLICE OFFICER	TWENTY THIRD DISTRICT	7/22/2005	547.20
ACOSTA	POLICE OFFICER	ELEVENTH DISTRICT	3/15/2005	245.00
ADAMS	POLICE OFFICER	TWENTY SECOND DISTRICT	11/05/2005	1747.25
ADAMS	POLICE OFFICER	THIRD DISTRICT	7/02/2005	610.03
ALCALA	POLICE OFFICER	TENTH DISTRICT	7/20/2005	202.00
ALDRICH	POLICE OFFICER	UNKNOWN	7/03/2004	40.00
ALI	POLICE OFFICER	FOURTH DISTRICT	10/16/1770	3255.53
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	10/13/2000	117.00
ALVARADO	POLICE OFFICER	TENTH DISTRICT	1/13/2006	129.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	7/03/2005	1232.00
ANDERSON	POLICE OFFICER	FIRST DISTRICT	2/10/2005	50.00
ANDREWS-QUARTERMAN	POLICE OFFICER	TWENTY FIRST DISTRICT	11/17/2004	1304.00
ANTONIAZZI	POLICE OFFICER	FIFTH DISTRICT	1/07/2006	374.00
APACIBLE	POLICE OFFICER	FIFTEENTH DISTRICT	6/28/2005	571.00
AVILA	POLICE OFFICER	EIGHTH DISTRICT	7/05/2005	421.40
BADICZ	POLICE OFFICER	TWELFTH DISTRICT	4/20/2005	53.00
BAKPOULOS	POLICE OFFICER	SECOND DISTRICT	3/17/2005	53.00
BALACHUNSKI	POLICE OFFICER	THIRTEENTH DISTRICT	7/11/2004	2432.70
BALICKI	POLICE OFFICER	UNKNOWN	7/31/2005	2403.50
BALLADIER	POLICE OFFICER	SIXTH DISTRICT	1/08/2006	136.00
BANICH	POLICE OFFICER	TWENTY THIRD DISTRICT	1/15/2005	1347.37
BANSLEY	POLICE OFFICER	EIGHTH DISTRICT	3/31/2005	132.00
BANSLEY	POLICE OFFICER	EIGHTH DISTRICT	11/14/2005	1063.25
BARNER	POLICE OFFICER	SIXTH DISTRICT	1/24/2005	2337.00
BARTH-FLYNN	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/2004	26670.52
BATTISTE	POLICE OFFICER	SECOND DISTRICT	3/24/2004	32.00
BATTAGLIA	POLICE OFFICER	EIGHTH DISTRICT	7/05/2005	421.40
BEAMON	POLICE OFFICER	EIGHTH DISTRICT	11/05/2005	274.10
BEASLEY	POLICE OFFICER	TWELFTH DISTRICT	10/10/2004	303.00
BENNETT	POLICE OFFICER	THIRD DISTRICT	5/15/2004	65.00
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/1787	734.53
BINFA	POLICE OFFICER	THIRTEENTH DISTRICT	5/22/2005	210.00
BLAKE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/24/2005	214.00
BLACK	POLICE OFFICER	FOURTH DISTRICT	10/03/2004	211.00
BOCARDU	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	11/21/2005	151.50
BOCCONCELLI	POLICE OFFICER	TWENTY THIRD DISTRICT	1/10/1995	415.00
BOYLE	POLICE OFFICER	TWENTY FIFTH DISTRICT	3/03/2000	215.00
BOYLE	POLICE OFFICER	SEVENTH DISTRICT	5/08/2005	113.52
BRADFELD 10VF	POLICE OFFICER	RECRUIT TRAINING	5/02/2004	150.00
BRADFELD 10VF	POLICE OFFICER	FOURTEENTH DISTRICT	12/12/2005	32.00
BRANDON	POLICE OFFICER	SECOND DISTRICT	12/20/2005	1130.57
BRIGGS	POLICE OFFICER	UNKNOWN	7/25/2005	242.73
BROPHY	POLICE OFFICER	TRAINING DIVISION	9/09/2005	1575.77
BROWN	POLICE OFFICER	SIXTH DISTRICT	12/10/2005	114.00
BROWN-JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/05/2005	582.70
BROWNSTEIN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/03/2005	304.00
BRYANT	POLICE OFFICER	SEVENTH DISTRICT	11/11/2005	33.00
BRYNKAUS	POLICE OFFICER	RECRUIT TRAINING	12/14/2005	13131.72
BUCKLEY	POLICE OFFICER	NINETEENTH DISTRICT	5/13/2005	147.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CARUE	POLICE OFFICER	TENTH DISTRICT	1/13/2004	382.71
CALDWELL	POLICE OFFICER	FOURTEENTH DISTRICT	10/04/2003	1456.01
CAMPBELL JR	POLICE OFFICER	FOURTH DISTRICT	9/11/2003	363.00
CAMPBELL	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	11/04/2003	631.43
CAMPBELL	POLICE OFFICER	SEVENTH DISTRICT	12/30/2003	181.00
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	11/13/2003	1354.40
CAMPBELL	POLICE OFFICER	SEVENTH DISTRICT	4/11/2003	191.40
CANNON	POLICE OFFICER	FIFTH DISTRICT	11/06/2003	449.30
CANTURE	POLICE OFFICER	SEVENTEENTH DISTRICT	10/05/2003	135.00
CAREY	POLICE OFFICER	EIGHTH DISTRICT	9/11/2003	83.00
CATALAGNA	POLICE OFFICER	THIRTEENTH DISTRICT	9/04/2003	734.00
CATALAN	POLICE OFFICER	PENNY FIFTH DISTRICT	1/01/2004	114.00
CHAPPELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	8/30/2003	743.80
CHERRY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	2/19/2003	64.00
CHICAGO-KUHN (S)	POLICE OFFICER	UNKNOWN	5/21/2003	11.00
CHUCH	POLICE OFFICER	GENERAL DEFENSE SECTION	1/13/2003	1991.20
CLEARY	POLICE OFFICER	SEVENTH DISTRICT	11/16/2003	1134.49
CLEVELAND	POLICE OFFICER	THIRD DISTRICT	8/24/2003	334.40
CLINTON	POLICE OFFICER	SEVENTH DISTRICT	8/26/2003	74.30
CLYNE	POLICE OFFICER	TWENTY-FOUR DISTRICT	11/13/2003	903.30
COHEN	POLICE OFFICER	EIGHTH DISTRICT	10/10/2003	223.73
COLON	POLICE OFFICER	TENTH DISTRICT	7/29/2003	332.00
COLON	POLICE OFFICER	FOURTEENTH DISTRICT	12/24/2003	34.00
CUNCIALDO	POLICE OFFICER	FOURTH DISTRICT	3/27/2003	64.00
CONLAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/29/2003	381.00
CONTRERAS	POLICE OFFICER	EIGHTH DISTRICT	3/11/2003	949.43
COOPER	POLICE OFFICER	UNKNOWN	12/19/2003	230.00
CORNEJO-NALLEN	POLICE OFFICER	RESEARCH AND DEVELOPMENT	11/03/2003	174.00
CORNELIUS	POLICE OFFICER	FIFTH DISTRICT	2/02/2001	73.00
CORTES	POLICE OFFICER	SEVENTH DISTRICT	12/14/2003	300.00
CORTES	POLICE OFFICER	RECORDS DISTRICT	9/13/2003	137.08
CORTEZ	POLICE OFFICER	RECORDS TRAINING	7/12/2003	64.00
COSTELLO-CUBERNAT	POLICE OFFICER	SEVENTH DISTRICT	4/14/1994	314.00
COUGHLIN	POLICE OFFICER	THIRD DISTRICT	4/24/2001	341.00
COUNTS	POLICE OFFICER	UNKNOWN	7/11/2003	1445.00
COX	POLICE OFFICER	FOURTH DISTRICT	9/04/2003	121.10
CRADICK	POLICE OFFICER	THIRTEENTH DISTRICT	12/11/2003	471.34
CREETH	POLICE OFFICER	FIRST DISTRICT	12/16/2003	444.45
CRESPO	POLICE OFFICER	DETECTIVE DIVISION - AREA D	11/17/2003	503.30
CRUMP	POLICE OFFICER	FIFTH DISTRICT	6/13/2003	424.93
CRUZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/22/2003	141.00
CUATCHUN	POLICE OFFICER	TENTH DISTRICT	1/13/2006	257.71
CALCASON	POLICE OFFICER	SEVENTH DISTRICT	9/13/2003	131.14
DALTO	POLICE OFFICER	EIGHTH DISTRICT	2/24/1985	634.00
DANGLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/17/2003	519.40
DAVID	POLICE OFFICER	NINTH DISTRICT	3/26/2003	394.00
DAVIS	POLICE OFFICER	FOURTH DISTRICT	8/23/2003	139.00
DAVIS-ELLAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/14/2003	434.40
DAWSON	POLICE OFFICER	HOME AND ARSON SECTION	5/16/2003	34.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
DEAVILA	POLICE OFFICER	FIRST DISTRICT	7/20/2005	91.00
DEFREN	POLICE OFFICER	TENTH DISTRICT	0/22/2005	375.00
DEFERVILLE	POLICE OFFICER	TWENTY FIFTH DISTRICT	7/30/2005	180.00
DEJA	POLICE OFFICER	TWENTY FIRST DISTRICT	5/20/2005	40.00
DELAGRUZ	POLICE OFFICER	SECOND DISTRICT	11/04/2004	1702.00
DELANANTY	POLICE OFFICER	NINETEENTH DISTRICT	7/28/2005	732.70
DELANEY	POLICE OFFICER	TWENTY SECOND DISTRICT	10/05/2004	91.00
DELANEY	POLICE OFFICER	TWENTY SECOND DISTRICT	0/03/2005	370.20
DELFABERO	POLICE OFFICER	PUBLIC HOUSING UNIT SOUTH	0/05/2003	95.00
DIEHL	POLICE OFFICER	TWENTY THIRD DISTRICT	2/27/2005	547.00
DIFRANCO	POLICE OFFICER	FIFTEENTH DISTRICT	7/11/2005	102.00
DINWIDDIE	POLICE OFFICER	TWENTY SECOND DISTRICT	1/04/2005	173.00
DOHERTY	POLICE OFFICER	SECOND DISTRICT	3/25/2005	205.00
DOHERTY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/2005	510.00
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/1980	100.15
DOMICO	POLICE OFFICER	ELEVENTH DISTRICT	12/02/2005	204.33
DOYLE	POLICE OFFICER	ELEVENTH DISTRICT	3/02/2005	82.00
DREPS	POLICE OFFICER	EIGHTH DISTRICT	4/27/2005	595.00
DREW	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/2005	377.27
DUNCKER	POLICE OFFICER	NAVALY UNIT	11/25/2005	977.50
DUNN	POLICE OFFICER	ELEVENTH DISTRICT	11/21/2004	150.00
DUNN	POLICE OFFICER	SIXTEENTH DISTRICT	11/12/2005	177.00
EAINESI	POLICE OFFICER	SIXTEENTH DISTRICT	7/11/2005	957.50
ECTOR	POLICE OFFICER	TWENTY FIRST DISTRICT	7/30/2005	202.57
EDENS	POLICE OFFICER	FOURTEENTH DISTRICT	10/13/2005	317.10
EDWARDS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/27/2005	507.00
EDWARDS	POLICE OFFICER	FIFTEENTH DISTRICT	3/27/2005	160.00
EDWARDS	POLICE OFFICER	SIXTH DISTRICT	1/03/2005	170.00
ELLISON	POLICE OFFICER	SIXTH DISTRICT	11/11/2005	847.07
ELLISTON	POLICE OFFICER	THIRD DISTRICT	12/08/2005	907.70
ENRIQUEZ	POLICE OFFICER	NINETEENTH DISTRICT	10/14/2005	82.00
ERVIN	POLICE OFFICER	FIRST DISTRICT	11/15/2005	330.40
ESPINOSA	POLICE OFFICER	SECOND DISTRICT	7/20/2005	230.97
EVANS	POLICE OFFICER	TWENTY THIRD DISTRICT	5/14/2005	560.00
EVANS	POLICE OFFICER	EIGHTH DISTRICT	12/27/2005	24.52
FENNER	POLICE OFFICER	SIXTH DISTRICT	10/15/2004	211.00
FIESER	POLICE OFFICER	UNKNOWN	12/01/1979	1565.10
FILICE	POLICE OFFICER	UNKNOWN	7/20/2005	580.00
FINLEY	POLICE OFFICER	NINTH DISTRICT	7/30/2005	710.00
FINNEGAN	POLICE OFFICER	TENTH DISTRICT	7/03/2005	7245.13
FITZPATRICK	POLICE OFFICER	NINETEENTH DISTRICT	7/02/2005	317.00
FLECK	POLICE OFFICER	ELEVENTH DISTRICT	11/01/2005	287.10
FLEMING	POLICE OFFICER	RECRUIT TRAINING	10/12/2005	1010.00
FLEPS	POLICE OFFICER	PUBLIC HOUSING UNIT SOUTH	11/07/2004	191.00
FLORES	POLICE OFFICER	EIGHTEENTH DISTRICT	1/04/2006	500.00
FORD	POLICE OFFICER	VICE CONTROL SECTION	3/11/2005	150.00
FOSTER	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	12/07/2005	420.00
FRANKLIN	POLICE OFFICER	NINETEENTH DISTRICT	7/31/2005	517.00
FRANKLIN	POLICE OFFICER	THIRD DISTRICT	7/25/2005	730.00

3/1/2006

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2005

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRAZIER-MCCANNERY	POLICE OFFICER	SIXTH DISTRICT	8/06/2003	503.40
FREBAU	POLICE OFFICER	FIFTH DISTRICT	8/07/2003	1243.13
FREITAG	POLICE OFFICER	TRAINING DIVISION	2/23/2003	0434.40
FREUND	POLICE OFFICER	THIRD DISTRICT	10/28/2004	1324.00
FUENTES	POLICE OFFICER	SEVENTH DISTRICT	8/19/2003	304.00
FURMANEK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/30/2003	149.00
GAINES	POLICE OFFICER	FOURTH DISTRICT	9/04/2003	817.36
GAJE	POLICE OFFICER	FIFTH DISTRICT	12/28/2003	241.00
GALE	POLICE OFFICER	THIRD DISTRICT	4/16/2003	574.00
GALLARDU	POLICE OFFICER	SECOND DISTRICT	4/14/2003	593.00
GALLARDU	POLICE OFFICER	EIGHTH DISTRICT	11/17/2003	1631.34
GALLARDU	POLICE OFFICER	EIGHTH DISTRICT	8/29/2003	504.00
GALLEUS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/18/2003	1333.00
GANCARCZYK	POLICE OFFICER	SIXTH DISTRICT	10/23/2003	383.25
GANT	POLICE OFFICER	SEVENTH DISTRICT	4/21/2003	104.00
GARAY	POLICE OFFICER	SEVENTH DISTRICT	9/24/2003	274.60
GARCIA	POLICE OFFICER	SEVENTH DISTRICT	9/04/2003	449.44
GARCIA	POLICE OFFICER	NINTH DISTRICT	11/10/2003	291.44
GARCIA	POLICE OFFICER	SIXTH DISTRICT	1/10/2004	197.00
GARCIA	POLICE OFFICER	SEVENTH DISTRICT	10/03/2003	4432.00
GARDNER	POLICE OFFICER	SEVENTH DISTRICT	12/10/2004	136.00
GARRITY	POLICE OFFICER	ELEVENTH DISTRICT	10/26/2003	283.40
GARZA	POLICE OFFICER	DEFENSIVE DIVISION - AREA B	8/26/2003	134.46
GAS	POLICE OFFICER	THIRTEENTH DISTRICT	12/28/2003	183.00
GAJLONSKI	POLICE OFFICER	SIXTH DISTRICT	6/14/2003	183.00
GAURTSCH	POLICE OFFICER	THIRD DISTRICT	10/30/2003	1467.54
GAYNOR	POLICE OFFICER	EIGHTH DISTRICT	6/24/2003	509.00
GLEASON-GALLICH	POLICE OFFICER	SEVENTH DISTRICT	11/21/2003	401.39
GLIVER	POLICE OFFICER	SEVENTH DISTRICT	6/04/2001	1173.00
GOGGIN	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2003	4081.24
GOMEZ	POLICE OFFICER	EIGHTH DISTRICT	4/03/1994	1640.00
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/09/2003	103.00
GONZALEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/04/2003	49.00
GONZALEZ	POLICE OFFICER	TENTH DISTRICT	8/19/1994	404.00
GONZALEZ	POLICE OFFICER	SEVENTH DISTRICT	9/27/2004	837.00
GONZALEZ	POLICE OFFICER	ELEVENTH DISTRICT	8/19/2003	310.00
GONZALEZ	POLICE OFFICER	UNARMED	6/17/2003	301.10
GONZALEZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/04/2003	367.00
GONZALEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	10/13/2003	619.34
GONZALEZ	POLICE OFFICER	NINTH DISTRICT	8/23/2003	836.83
GORMAN	POLICE OFFICER	SEVENTH DISTRICT	10/19/2003	173.00
GRABOWSKI	POLICE OFFICER	FOURTH DISTRICT	1/13/2005	241.00
GRIFFIN-LADENBY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/26/2003	1814.40
GRIMM	POLICE OFFICER	EIGHTH DISTRICT	7/03/2003	913.00
GRIZOFF	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	11/22/2003	481.60
GRUBE	POLICE OFFICER	RECRUIT TRAINING	12/13/2003	13293.00
GUSHNIERE	POLICE OFFICER	FIRST DISTRICT	11/21/2003	760.00
GUTIERREZ	POLICE OFFICER	SIXTEENTH DISTRICT	7/14/2003	208.60
GUZMAN	POLICE OFFICER	TENTH DISTRICT	5/31/2003	66.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VARIABLE INJURY
***** EMPLOYEE *****				
HADDON	POLICE OFFICER	PUBLIC HOUSING UNIT SOUTH	8/10/2004	1322.72
HAIDARI	POLICE OFFICER	ELLENTH DISTRICT	7/28/2005	247.00
HAJDU	POLICE OFFICER	TWENTY FOURTH DISTRICT	5/01/2004	735.03
HAJEM	POLICE OFFICER	FIFTH DISTRICT	5/11/2005	114.00
HALLINAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	712.00
HARDY	POLICE OFFICER	NINTH DISTRICT	5/20/2005	894.00
HARRIS	POLICE OFFICER	SIXTH DISTRICT	7/15/2005	303.00
HARTFORD-PARKER	POLICE OFFICER	TWENTY FIFTH DISTRICT	5/27/2005	208.00
HATCH	POLICE OFFICER	RECRUIT TRAINING	7/24/2005	121.10
HATTER	POLICE OFFICER	ELLENTH DISTRICT	4/26/2005	447.17
HAUGHEY	POLICE OFFICER	SIXTEENTH DISTRICT	5/20/2005	4147.00
HAUGHEY	POLICE OFFICER	SIXTEENTH DISTRICT	5/12/2005	1172.00
HAYES	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/2005	1096.00
HAYMAN	POLICE OFFICER	THIRD DISTRICT	1/07/2006	593.00
HEALY	POLICE OFFICER	EIGHTH DISTRICT	1/17/2006	82.00
HENEGHAN	POLICE OFFICER	NINE TEENTH DISTRICT	7/20/2005	790.00
HENRY	POLICE OFFICER	NINTH DISTRICT	3/11/2004	1201.17
HENRY	POLICE OFFICER	FOURTH DISTRICT	7/21/2005	66.00
HENRY-PHELPS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/21/2005	66.00
HERRON-ULAKELY	POLICE OFFICER	UNKNOWN	3/13/1997	742.77
HESPE	POLICE OFFICER	TWENTY THIRD DISTRICT	11/23/2005	1077.70
HESPEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/1996	704.74
HILL	POLICE OFFICER	TWENTY THIRD DISTRICT	5/07/2005	526.00
HILL	POLICE OFFICER	TWENTY THIRD DISTRICT	5/20/2004	2652.70
HITZ	POLICE OFFICER	SIXTH DISTRICT	4/02/2005	672.00
HLAVATY	POLICE OFFICER	FOURTH DISTRICT	2/18/2004	195.00
HU	POLICE OFFICER	ELLENTH DISTRICT	11/01/2005	1570.31
HOLLIDAY	POLICE OFFICER	RECRUIT TRAINING	3/07/2005	272.25
HOLMES	POLICE OFFICER	SIXTH DISTRICT	12/07/2005	24.52
HONDA	POLICE OFFICER	TWELFTH DISTRICT	1/28/2005	1280.75
HUYAS	POLICE OFFICER	SIXTEENTH DISTRICT	5/12/2005	220.30
HUDSON	POLICE OFFICER	FOURTEENTH DISTRICT	4/06/2005	172.70
INFELTSE	POLICE OFFICER	FOURTEENTH DISTRICT	4/01/2005	102.00
INGRAM	POLICE OFFICER	EIGHTEENTH DISTRICT	11/02/2005	438.40
IVY	POLICE OFFICER	THIRD DISTRICT	7/31/2005	530.00
JACKOVAC	POLICE OFFICER	SECOND DISTRICT	3/28/2005	1215.83
JACKOWIAK	POLICE OFFICER	TWENTY SECOND DISTRICT	1/11/2005	5513.04
JACKSON	POLICE OFFICER	TWELFTH DISTRICT	1/04/2006	170.00
JACKSON	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	11/28/2005	970.70
JACKSON	POLICE OFFICER	NINTH DISTRICT	11/27/1998	287.00
JACKSON	POLICE OFFICER	TWENTY FIFTH DISTRICT	3/13/2005	537.00
JACOB	POLICE OFFICER	THIRD DISTRICT	7/10/1994	1851.71
JANKAUSKIS	POLICE OFFICER	FIFTH DISTRICT	10/13/2002	3050.00
JAROCKI	POLICE OFFICER	FOURTH DISTRICT	7/07/2004	2328.80
JARZCZOR	POLICE OFFICER	NINTH DISTRICT	12/24/2005	32.00
JENKINS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/01/2005	1676.00
JOHNSON	POLICE OFFICER	TWENTY FIFTH DISTRICT	10/31/2005	894.34
JOHNSON	POLICE OFFICER	TWENTY FIFTH DISTRICT	1/01/2006	44.00
JOHNSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/24/2005	570.50

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JOHNSON JAMES	POLICE OFFICER	EIGHTH DISTRICT	12/10/2004	390.00
JOHNSON LLOYD E.	POLICE OFFICER	SEVENTH DISTRICT	10/10/2004	35.00
JOHNSON PERCY	POLICE OFFICER	FOURTH DISTRICT	8/23/2003	1048.30
JOHNS KATH W.	POLICE OFFICER	TWENTY SECOND DISTRICT	10/13/2003	1901.10
JOHNS ROY	POLICE OFFICER	TWENTY THIRD DISTRICT	12/11/2003	37.00
JOHNS TYRONNE	POLICE OFFICER	FIFTEENTH DISTRICT	7/04/2005	103.00
JONES YVETTE A.	POLICE OFFICER	TWENTY FIRST DISTRICT	4/29/2003	317.71
JOSEPH PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	9/02/2003	77.70
JUGO STEVEN H.	POLICE OFFICER	TENTH DISTRICT	3/06/2003	240.00
KANE JASON	POLICE OFFICER	FOURTH DISTRICT	9/23/2003	152.00
KANE BRIAN P.	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2005	1226.00
KANE-FLOQUENIA PATRICIA L.	POLICE OFFICER	SEVENTH DISTRICT	7/11/1999	3421.30
KAPRIN MARY J.	POLICE OFFICER	ALPINE LAW ENFORCEMENT NORTH	7/04/2003	644.08
KASPER DANIEL M.	POLICE OFFICER	SEVENTH DISTRICT	11/21/2003	626.32
KATALINIC CHRISTOPHER M.	POLICE OFFICER	FOURTH DISTRICT	11/22/2003	1607.14
KAZMI SYED S.	POLICE OFFICER	NINETEENTH DISTRICT	11/14/2003	191.34
KEENE JOHN A.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/19/2003	93.00
KELLY KELVIN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/13/2003	14879.88
KELLY PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	4/13/2003	81.00
KENNELLY MICHAEL V.	POLICE OFFICER	NINE-TEENTH DISTRICT	3/22/2003	1400.00
KIM ALEXANDER H.	POLICE OFFICER	EIGHTH DISTRICT	11/13/2003	41.00
KING CURNES JR.	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/13/2003	144.00
KINZIE SCOTT J.	POLICE OFFICER	FIFTH DISTRICT	12/14/2003	774.94
KLM(MASZENSKI) GREGORY	POLICE OFFICER	FIRST DISTRICT	12/08/2003	322.00
KNIX RONNIE A.	POLICE OFFICER	SEVENTH DISTRICT	1/13/2004	70.34
KUCHANNY PETER	POLICE OFFICER	RECRUIT TRAINING	10/11/2003	3475.27
KOKIC MARK A.	POLICE OFFICER	RECRUIT TRAINING	10/13/2003	391.00
KONIAKSKI MONTHER L.	POLICE OFFICER	SIXTEENTH DISTRICT	4/28/2003	344.00
KOUZOUKAS MARIA S.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/21/2003	74.00
KOVAC ANDREW	POLICE OFFICER	RECRUIT TRAINING	8/30/2003	44.00
KRAWCZYK TOM G.	POLICE OFFICER	SEVENTH DISTRICT	12/21/2003	24.62
KROB THOMAS J.	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/03/1993	4211.73
KROFEL KENNETH	POLICE OFFICER	NINE-TEENTH DISTRICT	4/09/2003	3244.83
KUSH GERALD J.	POLICE OFFICER	NINETEENTH DISTRICT	10/03/2000	234.00
KUZNIAR MICHAEL J.	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/2003	3274.00
LABERN WILLIAM C.	POLICE OFFICER	SEVENTH DISTRICT	11/02/2003	122.20
LACHANCE MICHAEL J.	POLICE OFFICER	ELEVENTH DISTRICT	11/04/2003	243.00
LACNY VINCENT M.	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	644.64
LANDRUM CRAIG S.	POLICE OFFICER	SEVENTH DISTRICT	9/11/2003	479.10
LANGE JIMMIE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/2003	232.00
LANGE TIMOTHY K.	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/1988	180.00
LANZA OSCAR F.	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/13/2004	1059.00
LAPPE MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/18/2004	13371.95
LAUDER PAUL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/2003	329.10
LEE DEWEY L.	POLICE OFFICER	NINTH DISTRICT	10/21/2003	451.30
LEE JADEL	POLICE OFFICER	EIGHTH DISTRICT	1/01/2004	241.00
LEE JOHN V.	POLICE OFFICER	CLERK DEFENTION SECTION	9/11/2003	1413.42
LIBBY NORELL G.	POLICE OFFICER			
LIGHTFORD-DRAVER MAMIE F.	POLICE OFFICER			

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOLUNTARY PUNISH
LOPEZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/25/2005	3715.50
LUZANO	POLICE OFFICER	TWENTY THIRD DISTRICT	10/04/2005	3712.55
LUERA	FRANCISCO J	DETECTIVE DIVISION MISCELLANEOUS	3/10/2005	274.00
LUTZOW	ARTHUR J	NINETEENTH DISTRICT	3/17/2005	594.11
MAAS	MICHAEL J	RECRUIT TRAINING	10/17/2005	330.20
MACLAREN	JOHN	NINETEENTH DISTRICT	5/22/2005	3110.50
MALDY	DRIAN R	EIGHTEENTH DISTRICT	11/22/2005	57.30
MARTIN	ANTHONY	SPECIAL OPERATIONS SECTION	7/01/2005	271.00
MARTINEZ	ALEXANDRA	EIGHTH DISTRICT	5/03/2005	392.00
MARTINEZ	ANTHONY	NINETEENTH DISTRICT	3/31/2004	1403.34
MARTINEZ	MATTHEW	SIXTEENTH DISTRICT	10/10/2005	151.20
MASEY	JAY E	TENTH DISTRICT	3/07/2005	561.07
MASTERSON	JERRY P	ELEVENTH DISTRICT	11/04/2005	755.27
MASTERSON	THOMAS P	UNKNOWN	11/13/2005	394.10
MATTHEWS	VINCENT	ELEVENTH DISTRICT	7/23/2005	473.00
MAYHEW	MICHAEL R	EIGHTH DISTRICT	11/21/2005	542.02
MCCANN	RAYMOND	THIRD DISTRICT	11/03/2005	34591.57
MCDONALD	DEATRA	THIRD DISTRICT	7/21/2003	36.00
MCDONALD	DANIEL J	EIGHTEENTH DISTRICT	12/15/2004	73.50
MCFADDEN	JASON E	THIRD DISTRICT	3/27/2005	774.32
MCHEE	ROBIN J	THIRD DISTRICT	5/10/2005	414.00
MCKAY	CHARLTON A	NARCOTICS SECTION	2/23/2005	1757.47
MCKENNA	WILLIAM	NARCOTICS SECTION	5/04/2004	841.00
MCMAHON	NICHELE	FIRST DISTRICT	7/17/2005	4464.32
MCMEEL	MARTIN A	TENTH DISTRICT	11/24/2003	553.27
MCNEEL	KEISHA Y	FIFTH DISTRICT	5/20/2003	693.00
MCNICHOLS	THOMAS D	FOURTEENTH DISTRICT	3/31/2005	241.00
MEDINA	DEBI	ORGANIZED CRIME DIVISION ADMIN	12/12/2000	13757.53
MEDOW	BRANDON	TWENTY THIRD DISTRICT	11/23/2005	50.00
MEEHAN	JOHN T	FIFTH DISTRICT	5/10/2005	216.00
MEEHAN	JOHN T	FIFTH DISTRICT	11/01/2005	274.01
MEROLA	DOMINIC R	FOURTH DISTRICT	4/23/2005	135.00
MESSINO	WILLIAM	TWENTYTHIRD DISTRICT	10/14/2005	811.46
MICHALEK	MICHAEL	TWENTYTHIRD DISTRICT	7/04/2005	1020.50
MICHALEK	MICHAEL F	NAVY UNIT	3/22/2005	1034.53
MICKENS	MELVIN R	THIRD DISTRICT	7/03/2005	137.60
MILLER	PETROS	SPECIAL OPERATIONS SECTION	11/23/2005	2213.72
MILLER	DANIEL	TWENTY THIRD DISTRICT	3/25/2005	160.00
MILLER	EUGENIA	TWENTYTHIRD DISTRICT	7/14/2005	237.95
MILLER	STEPHEN	TWENTYTHIRD DISTRICT	7/02/2005	277.76
MINT	RICHARD R	AIRPORT LAW ENFORCEMENT NORTH	1/25/2005	87.00
MIRO	LUIGI B	RECRUIT TRAINING	7/03/2005	300.37
MITCHELL	MIREYA	ELEVENTH DISTRICT	3/24/2005	351.00
MOORE	ARCHIE	PUBLIC HOUSING UNIT - NORTH	5/22/2005	2201.10
MOORE	CHAUNCEY H	SEVENTH DISTRICT	4/22/2005	475.20
MOORE	LOUIS C	FIFTH DISTRICT	7/31/2005	547.50
MORA	ABRAHAM	FOURTEENTH DISTRICT	7/27/2005	192.00
MORALES	HECTOR	TENTH DISTRICT	7/29/2005	400.00
MORALES	LEOPOLDO	TWELFTH DISTRICT	10/17/2005	121.10

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***** EMPLOYEE NAME *****	***** RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MOSTOWSKI	POLICE OFFICER	REGULATORY TRAINING	10/26/2005	1849.09
MUELLER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/01/2005	126.09
MULLEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/16/1996	44712.01
MURPHY	POLICE OFFICER	FIFTH DISTRICT	11/14/2005	833.90
MURRAY	POLICE OFFICER	FIFTH DISTRICT	4/30/2005	2543.24
MUSIAFA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/25/2005	769.60
MYSLWIEC	POLICE OFFICER	FIFTH DISTRICT	11/26/2005	114.09
NAGY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/18/2005	112.00
NASH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/13/2006	121.00
NASZKE	POLICE OFFICER	SECOND DISTRICT	12/24/2005	294.00
NELSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/04/2004	260.00
NELSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/14/2005	217.71
NEWELL	POLICE OFFICER	SECOND DISTRICT	4/23/2005	140.00
NOLAN	POLICE OFFICER	FIFTH DISTRICT	4/04/2005	135.00
NORRIS	POLICE OFFICER	NINTH DISTRICT	11/07/2005	407.92
NUWACZYK	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/05/2005	694.20
NUWEZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/07/2005	329.00
NYKIEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/17/2005	192.71
O'BRIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/02/2004	67.00
O'CONNOR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/26/2005	994.00
OCALLAGHAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/31/2005	350.00
OCASIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/2004	634.00
O'CONNOR	POLICE OFFICER	FIFTH DISTRICT	8/22/2005	419.30
OLICHER	POLICE OFFICER	FIFTH DISTRICT	2/24/2005	462.31
OLSON	POLICE OFFICER	REGULATORY TRAINING	11/13/2005	307.79
ORRUND	POLICE OFFICER	REGULATORY TRAINING	4/14/2005	1366.93
OSBORN	POLICE OFFICER	REGULATORY TRAINING	10/09/2005	604.90
OSHAUGHNESSY	POLICE OFFICER	REGULATORY TRAINING	12/12/2005	13.00
OSHEA	POLICE OFFICER	REGULATORY TRAINING	7/24/2005	7926.20
OSWALD	POLICE OFFICER	REGULATORY TRAINING	4/24/2005	676.00
OWENS	POLICE OFFICER	REGULATORY TRAINING	8/12/2005	1033.00
OWSTANIAK	POLICE OFFICER	REGULATORY TRAINING	10/16/2005	163.40
PABON	POLICE OFFICER	REGULATORY TRAINING	9/09/2005	119.00
PADJUNSKI	POLICE OFFICER	REGULATORY TRAINING	1/04/2006	330.32
PALIKU	POLICE OFFICER	REGULATORY TRAINING	8/24/2005	243.00
PALMER	POLICE OFFICER	REGULATORY TRAINING	10/27/2005	334.59
PALUCH	POLICE OFFICER	REGULATORY TRAINING	3/11/2004	3699.75
PANAGAS	POLICE OFFICER	REGULATORY TRAINING	6/23/1994	224.00
PANEX	POLICE OFFICER	REGULATORY TRAINING	7/28/2005	1332.94
PAPASTEFAN	POLICE OFFICER	REGULATORY TRAINING	10/21/2005	121.10
PAPASTEFAN	POLICE OFFICER	REGULATORY TRAINING	11/12/2005	481.60
PARKER	POLICE OFFICER	REGULATORY TRAINING	10/13/2005	242.40
PARUS	POLICE OFFICER	REGULATORY TRAINING	7/30/2005	693.00
PASIEWICZ	POLICE OFFICER	REGULATORY TRAINING	12/31/1994	219.00
PASZOWSKI	POLICE OFFICER	REGULATORY TRAINING	4/04/1997	4761.15
PATTERSON	POLICE OFFICER	REGULATORY TRAINING	9/24/2005	40.00
PATTISON	POLICE OFFICER	REGULATORY TRAINING	3/16/2005	202.00
PAYNE	POLICE OFFICER	REGULATORY TRAINING	10/26/2005	967.92

CITY OF CHICAGO

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***** EMPLOYEE NAME *****	***** BANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	NUMBER TOTAL
PAZ	FRANKLIN	TENTH DISTRICT	7/15/2003	1474.75
PRANDY	ROBERT J	ELEVENTH DISTRICT	12/10/2003	31.00
PENA	CHRISTINA	NINTH DISTRICT	11/30/2003	7.00
PENA	LILLIAN	TWENTY FIRST DISTRICT	7/23/2003	2380.00
PETTY	VERLON	FOURTH DISTRICT	1/05/2003	1505.50
PIETRZAK	STEPHEN	NINTH DISTRICT	7/24/2003	640.00
PIER	PETER J	TWENTYTHIRD DISTRICT	6/24/2003	2677.00
PISCITELLI	DURTHY J	EIGHTH DISTRICT	7/27/2003	35.00
PITROWSKI	DAVID	ELEVENTH DISTRICT	8/01/2003	1250.00
PLEBANICKI	MICHAEL	FOURTH DISTRICT	7/27/2003	1007.27
POKUTA	MARK S	EIGHTEENTH DISTRICT	7/30/2004	225.00
POME	ALBERT D	TWENTYTHIRD DISTRICT	8/22/2003	816.00
POME	KIMBERLEE	FIFTH DISTRICT	10/14/2003	772.20
PRADO	JUAN	FIFTH DISTRICT	11/21/2003	181.50
PRATISHER	BRIAN C	FOURTEENTH DISTRICT	3/13/2003	4070.30
PRICE	MATTHEW	SPECIAL OPERATIONS SECTION	6/27/2003	1156.00
PRICE	TURLEY	FIRST DISTRICT	7/20/2003	102.00
PRILL	JOSEPH	TWENTY SECOND DISTRICT	3/14/2003	1356.00
PURKISS	JOSHUA I	EIGHTEENTH DISTRICT	3/22/2003	113.00
PURLOW	MICHAEL	FIFTEENTH DISTRICT	11/14/2004	15.00
QUALLS	STEVEN F	NINTH DISTRICT	1/17/2003	447.10
QUINN	JOSEPH E	TWENTY THIRD DISTRICT	8/20/2003	127.00
QUINN	PATRICK	TENTH DISTRICT	1/15/2004	454.50
QUINN	TIMOTHY I	SPECIAL OPERATIONS SECTION	11/11/2003	220.56
RAK	JOHN	EIGHTEENTH DISTRICT	8/27/2004	1027.00
RAMAGLIA	FRANK V	EIGHTEENTH DISTRICT	10/21/1972	2133.00
RAMIREZ	EDWARD M	TENTH DISTRICT	12/25/2003	520.00
RAMIREZ	EDWARD M	FOURTH DISTRICT	10/10/2003	180.00
RAMIREZ	ROBERT	FOURTH DISTRICT	1/08/2004	352.00
RANGEL	LOUIS A	TENTH DISTRICT	7/06/2003	132.00
RAY	CLAUSSELL	TWENTY FIFTH DISTRICT	1/10/2004	207.00
RAYMOND	MARSHALL	TWENTY SECOND DISTRICT	10/25/2003	118.07
REHLEN	DAVID E	TWENTY SECOND DISTRICT	3/17/2003	1441.40
RICHARD-KAMALU	JANICE I	TWENTY FOURTH DISTRICT	5/25/2003	4730.51
RICHARDSON	JUANITA	PUBLIC HOUSING UNIT-SOUTH	7/27/2001	135.75
RICKEN	ERIK M	TWENTYTHIRD DISTRICT	1/27/2003	3527.50
RINGELL	CALVIN E	FOURTEENTH DISTRICT	6/12/2003	56.00
RIVERA	RICARDO	PUBLIC HOUSING UNIT-NORTH	5/10/2003	1615.00
RITZO	PAUL M	FIRST DISTRICT	7/17/2003	324.57
ROBERTS	SYLVIA	UNKNOWN	7/31/2003	2266.00
RODGERS	SUSAN	TWENTY FIRST DISTRICT	7/23/2003	222.00
RODRIGUEZ	MARIAN	SEVENTEENTH DISTRICT	11/06/2003	37.00
RODRIGUEZ	MARICOL J	RECRUIT TRAINING	7/07/2003	2124.42
RODRIGUEZ	RONALD J	THIRTEENTH DISTRICT	5/01/2003	1021.74
ROLDAN	GIOVANNI A	SEVENTEENTH DISTRICT	7/23/2003	294.00
ROELLING	TERENCE K	NINETEENTH DISTRICT	7/04/2003	430.70
ROLSTON	LEONARD T	TWENTYTHIRD DISTRICT	10/12/2003	192.00
ROMAKHA	MICHAEL	IN-ELCOT DIVISION - AREA 1	7/20/2003	20.37
		THIRTEENTH DISTRICT	10/21/2003	307.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROMANSKI	POLICE OFFICER	NORTH DISTRICT	1/01/2006	382.40
RUMERO	POLICE OFFICER	ROBERT TRAINING	3/08/2005	1009.00
RUBAS	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	10/29/2003	457.50
ROSENTHAL	POLICE OFFICER	FIFTEENTH DISTRICT	7/14/2005	4114.79
RUBUS	POLICE OFFICER	ROBERT TRAINING	12/01/2004	474.00
RUTH	POLICE OFFICER	CLARENCE DISTRICT	1/01/2006	294.00
ROWAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/13/2003	1143.31
RUBALD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/03/2003	277.00
RUCKER	POLICE OFFICER	TWENTY SECOND DISTRICT	7/30/2003	66.00
RUHL	POLICE OFFICER	TWENTY SECOND DISTRICT	7/04/2003	1419.00
RUSCH	POLICE OFFICER	TWENTY THIRD DISTRICT	4/24/2003	473.48
RUZAK	POLICE OFFICER	CLARENCE DISTRICT	11/04/2003	381.00
SAKALAS	POLICE OFFICER	CLARENCE DISTRICT	8/25/2003	1737.00
SALGADO	POLICE OFFICER	ROBERT TRAINING	1/04/2006	633.00
SALINAS	POLICE OFFICER	PURCH DISTRICT	4/23/2003	30.00
SALLUSTIO	POLICE OFFICER	PURCH DISTRICT	7/31/2003	3483.00
SALLUSTIO	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/2006	924.00
SAMPIN	POLICE OFFICER	FIFTEENTH DISTRICT	8/06/2003	1034.00
SANCHEZ	POLICE OFFICER	CLARENCE DISTRICT	10/14/2003	484.70
SANCHEZ	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/03/2003	22.00
SANTAGO	POLICE OFFICER	NINE-TEENTH DISTRICT	11/16/2003	1401.40
SAUCED	POLICE OFFICER	PURCH DISTRICT	7/16/2003	64.00
SCHERR	POLICE OFFICER	BURNS AND ARSON SECTION	3/03/2002	1083.30
SCHMITT	POLICE OFFICER	TWENTY THIRD DISTRICT	10/14/2003	227.70
SEDMITZ	POLICE OFFICER	SEVENTEENTH DISTRICT	11/27/2003	289.00
SEGOVIA	POLICE OFFICER	SECOND DISTRICT	7/31/2003	319.00
SEYFERT	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/1991	1776.75
SHAMAH	POLICE OFFICER	SEVENTH DISTRICT	12/29/2003	1577.70
SHAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/22/2003	1485.30
SHEPLER	POLICE OFFICER	ROBERT TRAINING	1/04/2006	297.00
SHERMAN	POLICE OFFICER	FIFTEENTH DISTRICT	4/16/2003	41.00
SHIELDS	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/2003	2096.19
STEDERT	POLICE OFFICER	TWENTY SECOND DISTRICT	8/18/2003	132.00
SILAPADUR	POLICE OFFICER	ROBERT TRAINING	6/03/2003	284.70
SYTC	POLICE OFFICER	TWENTY THIRD DISTRICT	10/24/2003	1983.49
STUDUT	POLICE OFFICER	TWENTY THIRD DISTRICT	1/04/2006	239.00
SLUDGE	POLICE OFFICER	CLARENCE DISTRICT	11/02/2003	196.40
SMITH	POLICE OFFICER	ROBERT TRAINING	10/14/2003	432.30
SOSTERAJ	POLICE OFFICER	SIXTEENTH DISTRICT	3/20/2003	123.00
SOLAVA	POLICE OFFICER	NORTH DISTRICT	1/12/2006	1630.18
SUNLEY	POLICE OFFICER	SECOND DISTRICT	8/23/2004	13.00
SURAGHAN	POLICE OFFICER	TWENTY SECOND DISTRICT	10/28/2003	190.15
STRES	POLICE OFFICER	SIXTH DISTRICT	11/04/2004	1164.00
STANCESCU-JOHN	POLICE OFFICER	SIXTH DISTRICT	7/26/2003	44.33
STANKOWSKI	POLICE OFFICER	FIFTEENTH DISTRICT	10/04/2003	330.72
STARLING	POLICE OFFICER	SIXTH DISTRICT	11/11/2003	272.75
STASKIEWICZ	POLICE OFFICER	ROBERT TRAINING	1/31/2003	384.00
STEWART	POLICE OFFICER	THIRD DISTRICT	4/03/2004	1434.00
STOKES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2003	1454.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
STRON	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	5/22/2005	755.00
SVEC	POLICE OFFICER	NINTH DISTRICT	7/10/2005	445.20
SVJHULA	POLICE OFFICER	NINTH DISTRICT	7/14/2005	45.00
SHAIN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	11/03/2005	1230.94
SMENLEY	POLICE OFFICER	FOURTEENTH DISTRICT	10/22/2005	457.76
SZPARKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/25/1997	4267.50
SZUBERT	POLICE OFFICER	FOURTH DISTRICT	3/10/2005	751.00
SZUDY	POLICE OFFICER	UNKNOWN	3/23/2005	3007.00
TANKSON	POLICE OFFICER	SEVENTH DISTRICT	3/03/2005	1173.25
TATE	POLICE OFFICER	TWENTY FIRST DISTRICT	1/10/2006	1022.00
TEDDER-SAUR	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	1/24/2005	121.00
THOMAS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	12/30/2005	275.00
THOMPSON	POLICE OFFICER	THIRD DISTRICT	10/19/2005	452.70
THURNTON	POLICE OFFICER	THIRD DISTRICT	12/27/2005	557.00
TIRADO	POLICE OFFICER	RECRUIT TRAINING	12/22/2004	44.93
TIRADO	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/05/2002	274.00
TOKARZ	POLICE OFFICER	NAUTICALS SECTION	0/10/2005	3490.10
TOMA	POLICE OFFICER	UNKNOWN	11/25/2005	574.10
TOMOVICH-GUTER	POLICE OFFICER	FIFTEENTH DISTRICT	10/09/2005	127.40
TORRES	POLICE OFFICER	TRAFFIC SECTION ENFORCEMENT	10/20/2005	400.00
TOTOSZ-KRATINO	POLICE OFFICER	SIXTEENTH DISTRICT	7/19/2005	977.30
TOWN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/27/2004	1041.00
TURNER	POLICE OFFICER	SEVENTH DISTRICT	11/17/2002	70.00
TURNER	POLICE OFFICER	UNKNOWN	7/01/2005	92.70
VALENTA	POLICE OFFICER	UNKNOWN	1/12/2006	350.00
VALENTINE	POLICE OFFICER	TWENTY FOURTH DISTRICT	10/07/2005	497.00
VANNA	POLICE OFFICER	FIFTEENTH DISTRICT	5/24/2005	334.00
VANVEGTEN	POLICE OFFICER	SIXTH DISTRICT	7/23/2005	747.37
VARGAS	POLICE OFFICER	EIGHTH DISTRICT	1/03/1997	57513.40
VARGUEZ	POLICE OFFICER	UNKNOWN	11/12/2005	401.50
VAVAL	POLICE OFFICER	TWENTY THIRD DISTRICT	12/15/2005	115.07
VELEZ	POLICE OFFICER	THIRD DISTRICT	5/07/2005	121.10
VELTARIS	POLICE OFFICER	EIGHTH DISTRICT	10/10/2005	72.00
VIRAMONTES	POLICE OFFICER	FOURTEENTH DISTRICT	7/05/2005	403.55
VO	POLICE OFFICER	FOURTH DISTRICT	7/11/2005	770.00
VONKONDRAT	POLICE OFFICER	FOURTEENTH DISTRICT	5/22/2005	634.40
WAGNER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/03/2005	56.00
WALCZAK	POLICE OFFICER	FIFTEENTH DISTRICT	10/17/2004	140.00
WALKER	POLICE OFFICER	TWENTY FOURTH DISTRICT	12/30/2005	275.00
WALSH	POLICE OFFICER	SECOND DISTRICT	1/04/2004	230.00
WALTHALL	POLICE OFFICER	NINETEENTH DISTRICT	3/04/1981	500.00
WARNECKE	POLICE OFFICER	THIRD DISTRICT	7/23/2005	11.00
WASZAK	POLICE OFFICER	ELVENTH DISTRICT	7/27/2005	1562.30
WATKINS	POLICE OFFICER	TWENTY SECOND DISTRICT	3/10/2005	307.00
WATSON	POLICE OFFICER	EIGHTEENTH DISTRICT	3/07/2005	241.00
WATTS	POLICE OFFICER	OPERATIONAL SERVICES	5/25/2005	275.22
WATTS	POLICE OFFICER	SECOND DISTRICT	10/12/2005	77.70
WELR	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	1/15/2006	797.35
WELR	POLICE OFFICER	ELEVENTH DISTRICT	3/19/2005	36.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** BANK NUMBER *****	UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
WELLS	MICHAEL J	SECOND DISTRICT	4/22/2005	904.24
WESTON	ROBERT A	SEVENTH DISTRICT	1/31/2005	999.00
WEYFORTH	JAMES S	SEVENTH DISTRICT	4/26/2005	493.13
WHELAN	WILLIAM R	SEVENTH DISTRICT	10/04/2005	531.50
WHITE	ERIC	UNKNOWN	1/26/2005	194.20
WHITE	PETER G	SEVENTH DISTRICT	2/25/2005	2032.00
WILMORE	ROY L	SEVENTH DISTRICT	1/22/2005	220.00
WICKRAMASEKERA	CHARLES J	SEVENTH DISTRICT	1/22/2005	416.00
WILLIAMS	ROBERT K	SEVENTH DISTRICT	11/29/2005	91.00
WILLIAMS	KEVIN	SEVENTH DISTRICT	1/09/2006	223.11
WILLIAMS	STEPHAN C	SEVENTH DISTRICT	1/24/2005	140.00
WILSON	JAMES	SEVENTH DISTRICT	3/04/2005	401.00
WINGARD	CLEON F	SEVENTH DISTRICT	3/04/2005	110.09
WISCH	VERONICA L	SEVENTH DISTRICT	1/21/2004	44.43
WITT	KENETH P	SEVENTH DISTRICT	1/21/2004	104.00
WOLFAK	DEBRAH J	SEVENTH DISTRICT	11/22/2005	223.75
WOLFAK	JAY J	SEVENTH DISTRICT	4/23/2005	195.40
WOLFAK	ADAM	SEVENTH DISTRICT	1/04/2001	1003.75
WOLFAK	CYNTHIA J	SEVENTH DISTRICT	1/23/2005	173.00
WOLFAK	JOHN M	SEVENTH DISTRICT	1/23/2005	82.00
WOLFAK	MENDEL L	SEVENTH DISTRICT	4/18/2005	332.00
WOLFAK	DAVID C	SEVENTH DISTRICT	10/14/2002	163.00
WOLFAK	KENNETH	SEVENTH DISTRICT	1/13/2006	40.00
WOLFAK	KIMBERLY S	SEVENTH DISTRICT	11/06/2004	60.00
WOLFAK	KIMBERLY S	SEVENTH DISTRICT	4/03/2005	100.00
WOLFAK	CARLOS A	SEVENTH DISTRICT	4/07/2005	131.00
WOLFAK	JERRY	SEVENTH DISTRICT	1/11/2006	222.00
WOLFAK	ALEX	SEVENTH DISTRICT	12/13/2004	218.00
WOLFAK	ANTON	SEVENTH DISTRICT	1/03/2005	149.00
WOLFAK	FRANCIS R	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	MARK	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	PHILIP A	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	ROBERT	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	JOSEPH	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	ROBERT	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	WILLIAM	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	RICHARD	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	DANIEL J	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	MATTHEW	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	ROBERT	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	TIMOTHY	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	DANIEL	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	DONALD	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	ROBERT	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	MARIA	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	MICHAEL J	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	CARLOS	SEVENTH DISTRICT	4/11/2005	1443.00
WOLFAK	CLAUDIO	SEVENTH DISTRICT	4/11/2005	1443.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CONTANT	FIREFIGHTER	TRUCK 11	4/19/2005	175.00
CORDT	FIREFIGHTER	UNKNOWN	8/03/2003	24.00
CRUNK	FIREFIGHTER	ENGINE COMPANY 44	9/02/2005	492.33
DALLERRD	FIREFIGHTER	TRUCK 11	8/30/2005	140.00
DILL	FIREFIGHTER	ENGINE COMPANY 71	8/17/2005	3958.47
ODDERO	FIREFIGHTER	AMBULANCE 17	6/24/2005	376.40
ENIELDER	LEUTENANT	TRUCK 14	3/06/2003	150.00
EVANGELIST	FIREFIGHTER	TRUCK 24	3/29/2005	29.00
PAGIANO	FIREFIGHTER	TRUCK 35	4/24/2005	914.70
FARMER	FIREFIGHTER	TRUCK 34	6/23/2005	543.00
FLANERY	FIREFIGHTER	TRUCK 33	11/13/2005	259.00
FLEISCHACKER	FIREFIGHTER	ENGINE COMPANY 82	6/03/2005	8654.77
FORNELL	PARAMEDIC	ENGINE COMPANY 114	12/24/2001	123.00
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 3	12/03/1985	9344.09
GASIDOREK	FIREFIGHTER	ENGINE COMPANY 74	3/09/2005	1196.34
GILHOLLY	LEUTENANT	ENGINE COMPANY 49	4/04/2005	303.93
GOLLOGLY--D ARO	FIREFIGHTER	ENGINE COMPANY 125	9/03/2004	2301.00
GRIESEN	FIREFIGHTER	AMBULANCE 11	1/01/2005	3451.00
GREG	FIREFIGHTER	TRUCK 33	6/04/2005	10.00
GRUSEK	FIREFIGHTER	TRUCK 3	6/30/2005	375.00
GRUBER	FIREFIGHTER	UNKNOWN	3/03/2005	421.73
GURTN	PARAMEDIC	AMBULANCE 32	12/30/2004	3034.36
GURIN	FIREFIGHTER	UNKNOWN	6/04/2005	494.04
HALLORAN	FIREFIGHTER	UNKNOWN	4/16/2005	3341.16
HARGON	FIREFIGHTER	ENGINE COMPANY 24	3/31/2005	334.00
HATZIS	FIREFIGHTER	ENGINE COMPANY 79	4/04/2005	284.00
HEFNICH	FIREFIGHTER	ENGINE COMPANY 43	3/14/1992	703.00
HELLER	FIREFIGHTER	ENGINE COMPANY 39	8/24/2005	738.40
HERLING	PARAMEDIC	UNKNOWN	7/16/2004	543.00
HERRERA	FIREFIGHTER	ENGINE COMPANY 33	8/30/2005	13287.42
HOGAN	FIREFIGHTER	ENGINE COMPANY 44	4/23/2005	1362.03
HOME	FIREFIGHTER	TRUCK 27	4/23/2005	981.34
JENKINS	FIREFIGHTER	AMBULANCE 15	4/23/2005	849.14
JOHNSON	FIREFIGHTER	ENGINE COMPANY 35	8/23/2005	140.00
KESKE	FIREFIGHTER	WATER TUN 30	4/03/2005	1724.36
KESTLER	FIREFIGHTER	AMBULANCE 10	4/20/2005	704.00
KINSELLA	FIREFIGHTER	TRUCK 14	6/07/2005	58.00
KIRKLEY	PARAMEDIC	AMBULANCE 13	7/28/2005	368.00
KOZMINSKI	FIREFIGHTER	AMBULANCE 43	4/03/2005	3113.00
KRAAK	FIREFIGHTER	ENGINE COMPANY 94	4/23/2005	2474.00
KUMTESA-MARSHALL	FIREFIGHTER	ENGINE COMPANY 69	12/30/2004	65.00
LAUESEN	CAPTAIN	AMBULANCE 46	3/23/2005	382.00
LIEZ	FIREFIGHTER	SQUAD 3	1/01/2005	656.00
LOPEZ	FIREFIGHTER	TRUCK 34	3/10/2005	333.32
LOUGHNLY-SKURACINSKI	FIREFIGHTER	UNKNOWN	5/10/2005	34.00
MALANDRUCCHI	FIREFIGHTER	ENGINE COMPANY 6	4/02/2005	13.00
MALONE	FIREFIGHTER	TRUCK 14	7/23/2005	356.00
MARKHAM	FIREFIGHTER	ENGINE COMPANY 24	8/15/2005	637.00
	FIREFIGHTER	ENGINE COMPANY 24	3/31/2005	4499.30

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	NUMBER TOTAL
MARV	FIREFIGHTER	AMBULANCE 47	5/14/2005	120.00
MARTIN	FIREFIGHTER	AMBULANCE 46	3/23/2005	767.00
MARTINEZ	FIREFIGHTER	ENGINE COMPANY 127	5/27/2005	15.00
MARTINEZ	CAPTAIN	UNKNOWN	3/15/2005	332.40
MASON	LIEUTENANT	DISTRICT RELIEF 5	11/27/2004	405.00
MATTHEWS	FIREFIGHTER	TRUCK 15	7/13/2005	577.00
MCCORKLE	FIREFIGHTER	ENGINE COMPANY 50	5/11/2005	7677.00
MCCORMICK	PARAMEDIC	TRUCK 15	12/20/2004	1030.00
MCCREA	FIREFIGHTER	AMBULANCE 5	3/05/2005	40.00
MCDERMOTT	FIREFIGHTER	SQUAD 1	7/11/2005	35.00
MCDONAGH	FIREFIGHTER	ENGINE COMPANY 115	7/24/2005	3777.00
MCGRAH	FIREFIGHTER	ENGINE COMPANY 102	12/25/2004	310.50
MCGRAH	FIREFIGHTER	TRUCK 15	7/20/2005	1037.00
MCGRAH	FIREFIGHTER	TRUCK 15	5/20/2005	1530.00
MCGRAH	FIREFIGHTER	DISTRICT RELIEF 2	5/10/2005	425.50
MCSHANE	FIREFIGHTER	TRUCK 14	8/27/2005	40250.00
MCVICKER	FIREFIGHTER	DISTRICT RELIEF 1	4/27/2005	19042.00
MILLER	FIREFIGHTER	ENGINE COMPANY 75	12/26/2004	77.00
MORDAN	FIREFIGHTER	UNKNOWN	3/07/2005	25.00
MOSER	FIREFIGHTER	BATTALION 11	5/12/2005	4302.00
MOSQUEDA	FIREFIGHTER	ENGINE COMPANY 99	1/22/2005	2073.10
MULLALLY	PARAMEDIC	AMBULANCE 31	3/10/2005	10.52
MURRAY	FIREFIGHTER	TRUCK 30	12/31/2002	2155.52
ODONNELL	FIREFIGHTER	ENGINE COMPANY 11	5/03/2005	170.00
DESTERLE	FIREFIGHTER	UNKNOWN	3/01/2004	132.00
DRITZ	PARAMEDIC	AMBULANCE 44	3/14/2005	5785.04
ESSLER	FIREFIGHTER	UNKNOWN	11/21/1999	391.00
PALENIK	FIREFIGHTER	ENGINE COMPANY 34	5/04/2005	37.00
PAULISTER	FIREFIGHTER	TRUCK 37	3/03/2005	273.00
PARISIAN	FIREFIGHTER	ENGINE COMPANY 35	5/17/2005	415.00
PATTON	FIREFIGHTER	ENGINE COMPANY 55	12/21/2003	5233.00
PETERSON	PARAMEDIC	UNKNOWN	3/01/1975	9247.31
POLINO	FIREFIGHTER	TRUCK 11	7/30/2005	3109.50
POWELL	FIREFIGHTER	TRUCK 1	7/15/2005	455.00
PRESEEL	FIREFIGHTER	DISTRICT RELIEF 2	4/07/2005	132.00
PRZISLICKI	FIREFIGHTER	ENGINE COMPANY 3	5/04/2005	1072.20
PULINS-GLENNON	FIREFIGHTER	UNKNOWN	7/22/2005	1132.74
QUINONES	FIREFIGHTER	AMBULANCE 44	3/04/2005	200.00
REGINIER	FIREFIGHTER	TRUCK 17	4/07/2005	442.50
RODRIGUEZ	FIREFIGHTER	UNKNOWN	3/24/2005	775.14
ROGERS	FIREFIGHTER	SQUAD 5	12/06/2003	20760.56
ROGUS	FIREFIGHTER	ENGINE COMPANY 117	5/29/2005	1157.30
ROZAKOWSKI	FIREFIGHTER	AMBULANCE 7	7/05/2005	491.74
SAMPEY	FIREFIGHTER	DISTRICT RELIEF 2	1/30/2005	1201.00
SCHMATTERBACH	FIREFIGHTER	ENGINE COMPANY 55	4/26/2001	505.00
SCHULTZ	PARAMEDIC	AMBULANCE 34	7/06/2005	11.00
SCOTT	FIREFIGHTER	ENGINE COMPANY 02	7/17/2004	3197.00
SCOTT	FIREFIGHTER	ENGINE COMPANY 02	2/11/2005	430.00
SCUDIERI	FIREFIGHTER	ENGINE COMPANY 14	7/01/2005	1510.00
SEBANAH	FIREFIGHTER	ENGINE COMPANY 45		

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
SEIBAUER	PARAMEDIC	UNKNOWN	1/04/2004	333.00
SUNCION	FIREFIGHTER	ENGINE COMPANY 34	3/23/2003	337.00
SHELLEY	FIREFIGHTER	ENGINE COMPANY 13	3/04/2003	4349.00
SIMPARD	FIREFIGHTER	TRUCK 11	3/23/2003	1046.00
SIMPSON	FIREFIGHTER	FIRE PREVENTION	6/04/2003	711.00
SINDELAR	FIREFIGHTER	AMBULANCE 11	3/13/2003	339.00
SINDOLFI	PARAMEDIC	UNKNOWN	12/03/2000	189.00
SLAUGHTER	FIREFIGHTER	TRUCK 11	7/06/2003	26.00
SOBEK	FIREFIGHTER	ENGINE COMPANY 123	9/27/2003	2353.72
SOPKO	ENGINEER	ENGINE COMPANY 74	10/04/2001	2493.00
SPAZZIRRI	FIREFIGHTER	TRUCK 13	3/16/2003	3393.00
STACHAN	FIREFIGHTER	ENGINE COMPANY 94	6/07/2003	874.00
STUBBS	FIREFIGHTER	UNKNOWN	3/10/2003	1144.73
SUTERA	FIREFIGHTER	UNKNOWN	12/03/2004	4133.00
TAYLOR	FIREFIGHTER	UNKNOWN	9/09/2004	3030.00
TAYLOR	FIREFIGHTER	TRUCK 11	8/31/2003	3630.34
UPTON	PARAMEDIC	UNKNOWN	6/31/2003	396.00
VACKICEV	FIREFIGHTER	AMBULANCE 43	7/29/2003	3463.00
WARTFIELD	FIREFIGHTER	ENGINE COMPANY 39	3/31/2003	781.00
WARNER	FIREFIGHTER	UNKNOWN	6/03/2003	953.00
WEBB	FIREFIGHTER	ENGINE COMPANY 54	8/14/2003	109.00
WELLS	FIREFIGHTER	TRUCK 39	6/29/2003	393.00
WILSON	FIREFIGHTER	ENGINE COMPANY 13	2/23/2003	1091.30
WOOD	FIREFIGHTER	TRUCK 13	4/07/2003	334.00
ZOLLER	FIREFIGHTER	TRUCK 13	12/13/2004	4864.06
ZULLI	FIREFIGHTER	BATTALION 10	3/18/2003	1363.00

; 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 71296
through 71299 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

(Continued on page 71300)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
AMATO	POLICE OFFICER	RECRUIT TRAINING	5/12/2005	1244.00
ANDERSON	POLICE OFFICER	THIRD DISTRICT	12/27/2005	710.00
BEAL S	POLICE OFFICER	FIRST DISTRICT	11/10/2005	2074.71
BEN ORD	POLICE OFFICER	SECOND DISTRICT	11/23/2005	371.10
BEND TEL	POLICE OFFICER	FIRST DISTRICT	5/16/2005	17.00
BESTOW	POLICE OFFICER	TWENTY FOURTH DISTRICT	10/03/2005	173.23
BICKHAM	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	5/12/2005	85.36
BITTNER	POLICE OFFICER	SEVENTH DISTRICT	12/22/2005	302.35
BONK	POLICE OFFICER	TWENTY FIRST DISTRICT	7/07/2005	507.60
BRUMLEY	POLICE OFFICER	SIXTEENTH DISTRICT	11/10/2005	151.20
BRUMMETT	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	23330.67
BRYSK	POLICE OFFICER	NINETEENTH DISTRICT	5/15/2005	1144.00
CARROLL	POLICE OFFICER	UNKNOWN	7/03/2005	151.20
CARROLL	POLICE OFFICER	ELEVENTH DISTRICT	10/26/2005	303.47
CASAREDA	POLICE OFFICER	FOURTH DISTRICT	12/30/2005	533.00
CAVIN	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/2005	265.07
CHEEMA	POLICE OFFICER	FOURTH DISTRICT	3/19/2005	1018.00
CHESTER-INGHAM	POLICE OFFICER	SECOND DISTRICT	7/24/2005	543.66
CHEVERE	POLICE OFFICER	RESEARCH AND DEVELOPMENT	7/20/2005	170.00
CIANGI	POLICE OFFICER	SEVENTEENTH DISTRICT	12/01/2005	367.20
CLARK	POLICE OFFICER	SIXTEENTH DISTRICT	5/12/1996	3520.00
COLLIER	POLICE OFFICER	TWENTY FIRST DISTRICT	12/17/1992	114.00
CONNELLY	POLICE OFFICER	FOURTEENTH DISTRICT	5/08/2005	1074.16
CONNELLY	POLICE OFFICER	FOURTH DISTRICT	2/14/2004	204.00
CORLES	POLICE OFFICER	FOURTH DISTRICT	10/13/2004	302.41
COSTELLO-KUPRIANCZYK	POLICE OFFICER	SEVENTH DISTRICT	5/14/2004	104.00
COTTON	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/2005	743.50
CROWLEY	POLICE OFFICER	TWENTY SECOND DISTRICT	12/31/2005	170.00
CULVER-JOYCE	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	7/10/2005	371.12
CUYLER	POLICE OFFICER	SECOND DISTRICT	7/04/1987	27020.70
DAVIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/07/2005	457.00
DAWAN	POLICE OFFICER	RECRUIT TRAINING	7/01/2005	585.74
DEL GADDO-RODRIG	POLICE OFFICER	THIRD DISTRICT	5/14/2005	2515.02
DOMBEC	POLICE OFFICER	FIRST DISTRICT	5/02/2005	253.00
DREES	POLICE OFFICER	NINETEENTH DISTRICT	10/27/2004	105.00
ESCOBAR	POLICE OFFICER	SIXTEENTH DISTRICT	11/14/2005	553.33
ESPINO	POLICE OFFICER	SEVENTH DISTRICT	1/03/2004	544.50
EVERTON	POLICE OFFICER	SECOND DISTRICT	2/17/2001	250.00
FARLAN	POLICE OFFICER	SIXTEENTH DISTRICT	7/07/2005	1484.29
FELICIANO	POLICE OFFICER	EIGHTH DISTRICT	5/01/2003	213.00
FLEMING	POLICE OFFICER	SEVENTH DISTRICT	5/21/2005	191.57
FREGOSO	POLICE OFFICER	SEVENTH DISTRICT	5/08/2005	1197.50
FUJIA	POLICE OFFICER	EIGHTEENTH DISTRICT	5/10/2005	43546.01
GARCIA	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/28/2005	1875.51
GARDNER	POLICE OFFICER	FIFTEENTH DISTRICT	10/07/2005	1314.58
	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	2231.06
	POLICE OFFICER	ELEVENTH DISTRICT	8/03/2005	1020.00
	POLICE OFFICER	ELEVENTH DISTRICT	1/27/2000	190.00
	POLICE OFFICER	RECRUIT TRAINING	12/21/2005	271.37

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GAYTAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/01/2005	2083.00
GILMORE	POLICE OFFICER	SEVENTH DISTRICT	7/06/2005	2083.00
GORSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/09/2002	3074.21
GRZYB	POLICE OFFICER	FIFTH DISTRICT	8/26/2005	77.70
GUZMAN	POLICE OFFICER	FOURTEENTH DISTRICT	8/24/2005	3322.00
HAIDEN	POLICE OFFICER	SECOND DISTRICT	9/24/2005	470.16
HALL	POLICE OFFICER	THIRD DISTRICT	12/27/2005	443.00
HANLEY	POLICE OFFICER	FOURTH DISTRICT	6/22/2005	173.00
HARRIS	POLICE OFFICER	UNKNOWN	11/21/2005	4940.43
HARRIS	POLICE OFFICER	SECOND DISTRICT	12/19/2004	1772.61
HARRIS	POLICE OFFICER	SECOND DISTRICT	10/06/2005	401.00
HAYNES	POLICE OFFICER	SEVENTH AND ARSON SECTION	7/02/2005	95.00
HENDRICKS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	104.00
HENDRICKSON	POLICE OFFICER	FOURTH DISTRICT	8/12/2005	544.40
HERNANDEZ	POLICE OFFICER	NINTH DISTRICT	10/02/2005	77.70
HRONPOULOS	POLICE OFFICER	FOURTH DISTRICT	7/02/2005	789.30
HUNT	POLICE OFFICER	RESEARCH AND DEVELOPMENT	7/28/2005	1943.30
INFELISE	POLICE OFFICER	EIGHTEENTH DISTRICT	11/14/2005	511.34
JELAS	POLICE OFFICER	FOURTEENTH DISTRICT	10/25/2005	404.32
JENKINS	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	6413.00
JONES	POLICE OFFICER	DEFENSIVE DIVISION - AREA 1	7/26/2005	30.00
JONES-VOIGHT	POLICE OFFICER	SEVENTH AND ARSON SECTION	10/31/2005	1432.40
JOYNER	POLICE OFFICER	SECOND DISTRICT	10/03/2005	114.09
KEEFE	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/23/2005	131.00
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	104.00
KING	POLICE OFFICER	SEVENTH AND ARSON SECTION	12/31/2005	174.00
KITOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	1774.21
KOKANDA	POLICE OFFICER	FOURTH DISTRICT	9/01/2005	121.00
KUZIEL	POLICE OFFICER	THIRD DISTRICT	5/19/2005	129.44
KURT	POLICE OFFICER	FOURTEENTH DISTRICT	11/24/2005	327.63
LACNY	POLICE OFFICER	ELEVENTH DISTRICT	1/06/2004	53.27
LARNON	POLICE OFFICER	NINTH DISTRICT	10/02/2005	735.70
LEAHY	POLICE OFFICER	SEVENTH DISTRICT	11/31/2005	720.96
LERMA	POLICE OFFICER	SECOND DISTRICT	7/16/2005	1367.00
LINDAHL	POLICE OFFICER	SEVENTH DISTRICT	7/23/2005	303.00
LITTLE	POLICE OFFICER	SEVENTH DISTRICT	9/21/2005	243.41
LOPEZ-PEREZ-STANTON	POLICE OFFICER	SEVENTH DISTRICT	11/18/2005	1430.40
LYNCH	POLICE OFFICER	SEVENTH DISTRICT	6/29/2005	264.00
MAGERS	POLICE OFFICER	SEVENTH DISTRICT	10/31/2005	1430.16
MAR	POLICE OFFICER	SEVENTH DISTRICT	3/19/2001	25423.00
MARLO	POLICE OFFICER	UNKNOWN	4/30/2005	64.00
MAYER	POLICE OFFICER	SEVENTH DISTRICT	8/18/2005	381.60
MAYNARD	POLICE OFFICER	SEVENTH DISTRICT	11/24/2005	113.00
MCGREAL	POLICE OFFICER	SEVENTH DISTRICT	7/30/2005	140.00
MCWILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	10/08/2005	77.70
MOSI	POLICE OFFICER	SEVENTH DISTRICT	10/08/2005	77.70
MURRAY	POLICE OFFICER	SEVENTH DISTRICT	10/01/2004	936.00
MURTAGH-KULMER	POLICE OFFICER	SEVENTH DISTRICT	11/07/2005	221.02
NAKOFF	POLICE OFFICER	SEVENTH DISTRICT	7/21/2005	234.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE (MM/DD)	VOUCHER NO.
NAZARIO	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/2005	477.12
NELSON	POLICE OFFICER	THIRTEENTH DISTRICT	5/07/2003	253.00
OAKS	POLICE OFFICER	FIFTH DISTRICT	3/03/2005	343.71
MCNEILL	POLICE OFFICER	SIXTH DISTRICT	11/07/2005	904.50
OVERTON	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	875.44
PANICHI	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	1221.74
PITTACURA	POLICE OFFICER	PROFESSIONAL COUNSELING SERVICE	5/28/2004	183.00
RAMIREZ	POLICE OFFICER	EIGHTEENTH DISTRICT	11/17/2005	335.75
RANKIN	POLICE OFFICER	UNKNOWN	1/17/2006	37.00
RANZONI	POLICE OFFICER	THIRTEENTH DISTRICT	12/11/2004	411.00
REDECCHI	POLICE OFFICER	TENTH DISTRICT	12/24/2005	35.00
RIVERA	POLICE OFFICER	THIRTY-FOURTH DISTRICT	12/30/2005	304.00
RIVUTA	POLICE OFFICER	THIRTY-THIRD DISTRICT	12/10/2005	727.38
ROONEY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/13/2005	337.30
ROUSNAK	POLICE OFFICER	ELEVENTH DISTRICT	10/01/2005	337.40
RYAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/01/2005	31.00
SAID	POLICE OFFICER	SIXTH DISTRICT	8/13/2005	22.00
SALADINO	POLICE OFFICER	ELEVENTH DISTRICT	7/06/2005	1422.10
SALGADO	POLICE OFFICER	FIFTH DISTRICT	7/27/2005	356.35
SANCHEZ	POLICE OFFICER	UNKNOWN	1/13/2006	204.07
SANDOVAL	POLICE OFFICER	RECRUIT TRAINING	10/27/2005	171.57
SHEPARD	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	1727.50
SOLDATI	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/2005	171.57
STARK	POLICE OFFICER	UNKNOWN	3/22/2005	303.00
STARKS	POLICE OFFICER	UNKNOWN	1/17/2006	1613.18
STRANGE	POLICE OFFICER	FOURTH DISTRICT	11/18/2005	227.50
STROCCHIA	POLICE OFFICER	THIRD DISTRICT	7/28/2005	376.30
SWAIN	POLICE OFFICER	FIFTH DISTRICT	4/16/2005	1537.00
TAYLOR	POLICE OFFICER	TENTH DISTRICT	5/06/1977	156.00
THIRY	POLICE OFFICER	TWELFTH DISTRICT	4/25/2005	150.00
THOMAS	POLICE OFFICER	THIRD DISTRICT	3/14/2005	1233.00
THOMPSON	POLICE OFFICER	SEVENTH DISTRICT	12/22/2005	302.39
TOBIN	POLICE OFFICER	NINTH DISTRICT	12/03/2005	216.00
URDIKAS	POLICE OFFICER	SECOND DISTRICT	11/23/2005	347.70
VALENZANO	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/15/2000	150.00
VILLANUEVA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/05/2005	40.00
VIVANCO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/13/2005	532.00
WALKER	POLICE OFFICER	SEVENTH DISTRICT	11/17/2002	141.00
WATTS	POLICE OFFICER	SIXTH DISTRICT	3/13/2005	705.00
WEATHERLY	POLICE OFFICER	THIRTY-FIFTH DISTRICT	3/07/2002	250.00
WELLER	POLICE OFFICER	FIFTEENTH DISTRICT	3/03/2005	31.00
WERTENY	POLICE OFFICER	SIXTH DISTRICT	7/04/2005	1584.00
WILLIAMS	POLICE OFFICER	ELEVENTH DISTRICT	11/23/2005	451.27
WILLIAMS	POLICE OFFICER	THIRTY-FOURTH DISTRICT	10/04/2005	193.36
WOLF	POLICE OFFICER	ELEVENTH DISTRICT	6/07/2005	117.00
YANEZ	POLICE OFFICER	NARCOTICS SECTION	11/27/2005	566.04
YOUNG	POLICE OFFICER	THIRD DISTRICT	11/22/2005	210.15
	POLICE OFFICER	SEVENTH DISTRICT	6/03/2005	1112.00
	POLICE OFFICER	THIRTY-THIRD DISTRICT	11/15/2005	715.40

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/01/2006

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	RANK	UNIT OF ASSIGNMENT	DATE INURED	VOUCHER TOTAL
BURENS	FIREFIGHTER	TRUCK 37	12/17/2004	222.00
GILLEN	FIREFIGHTER	TRUCK 34	5/20/2005	2413.90
KOSTELNY	FIREFIGHTER	TRUCK 13	3/16/2005	94.00
MARILDA	LIEUTENANT	DISPATCH RELIEF 3	12/17/2004	1942.00
DEAFERI	FIREFIGHTER	TRUCK 39	7/23/2005	194.00
OKANE	FIREFIGHTER	TRUCK 13	9/09/2000	66.00
PARKS	FIREFIGHTER	AMBULANCE 4	8/16/2005	634.34
PEACE	FIREFIGHTER	AMBULANCE 3	7/23/2005	219.00
SDTU	CAPTAIN	SQUAD 1	1/03/2004	26.00
STATEN	FIREFIGHTER	EMS CITY WIDE RELIEF	3/16/1994	719.00
THOMAS	FIREFIGHTER	TRUCK 34	7/08/2005	130.00

(Continued from page 71295)

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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:

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REPORTS OF COMMITTEES

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Damage To Property.

*Department Of Police:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Gaston Angulo 3311 North Kildare Avenue Chicago, Illinois 60641	2/21/05 3311 North Kildare Avenue	\$330.00

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Dennis Eidson and State Farm Insurance P.O. Box 2374 Bloomington, Illinois 61702	5/3/04 101 West Superior Street	\$606.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Bernard and Hae Bruski 3354 North Troy Street Chicago, Illinois 60618	9/5/05 3354 North Troy Street	\$355.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Christina Aron-Sycz 1910 South Indiana Avenue Unit 618 Chicago, Illinois 60616	1/6/05 1401 South Michigan Avenue	\$ 80.00
Andrea Arnold 1813 West Haddon Avenue Apartment A Chicago, Illinois 60622	2/9/05 1000 North Wood Street	87.00*
Reena Elisho 7929 North Karlov Avenue Skokie, Illinois 60076	6/30/05 5001 North Lake Shore Drive	80.00
Devin Fennerty 2116 West Berwyn Avenue Chicago, Illinois 60625	3/18/05 West Lake Street and North Wood Street	234.00
LaShaun I. Green 1048 West 14 th Place Chicago, Illinois 60608	2/27/05 500 South Independence Boulevard	43.00 100.00*
Barbara F. Hall 110 Henderlong Parkway Crown Point, Indiana 46307	4/21/05 2140 East Van Buren Street	154.00
Yvonne Kant 1420 Sheridan Road Apartment 4C Wilmette, Illinois 60091	3/23/05 West Sheridan Road and North Kenmore Avenue	81.00

* To City of Chicago, Bureau of Parking

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Nancy R. Korba 3447 North Oak Park Avenue Chicago, Illinois 60634	2/16/05 3800 North Narragansett Avenue	\$ 91.00
Tracy Radcliffe 7422 Randolph Street Forest Park, Illinois 60130	3/26/05 6278 West North Avenue	183.00
Stephanie Sanders 1225 North Monitor Avenue Chicago, Illinois 60651	2/24/05 West Van Buren Street and South Western Avenue	86.00
Jessica Schoenfeldt 10 East Ontario Street Unit 2603 Chicago, Illinois 60611	3/30/05 West Wrightwood Avenue and North Hampden Court	64.00
Debra Simpson 3327 West Flournoy Street Apartment 1 Chicago, Illinois 60624	8/1/04 South Homan Avenue and West Arthington Street	112.00 100.00*
Fredrick Nhalum and State Farm Insurance P.O. Box 2371 Bloomington, Illinois 61702	10/27/04 8640 South Ashland Avenue	1,791.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Ralph E. Harper 419 South Cottage Grove Glenwood, Illinois 60425	3/5/05 237 West 106 th Street	\$332.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Cindy Lee 5240 Haskell Street La Canada, California 91011	9/27/03 North Clybourn Avenue and West Webster Avenue	\$304.00

Damage To Vehicle.

*Fire Department:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Scott Justice and Allstate Insurance Company P.O. Box 227257 Dallas, Texas 75222	9/2/05 10703 South Hale Avenue	\$295.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Judith Johnson and State Farm Insurance P.O. Box 2374 Bloomington, Illinois 61702	3/5/04 300 West Ontario Street	\$915.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Peter St. George 8 Binney Road Old Line, Connecticut 06371	7/14/05 During towing	\$985.00

**AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.**

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said order 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 100-99-4415-0939-0939:

[List of claimants printed on pages 71307
through 71310 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

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.

(Continued on page 71311)

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS—PASSED

MEETING DATE 3/01/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPINBOX *****	
ACADEMY TOWNHOMES ASSOCIATION	24	ANNUAL	1,800.00	GINGER RUGAI	19
AMERLOW CONDOMINIUM ASSOC.	8	ANNUAL	536.23	MICHAEL R. ZALEWSKI	23
ARGYLE ESTATES CONDO. ASSN.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
ASHLEE MANOR CONDO ASSOC.	26	ANNUAL	1,750.00	EUGENE C. SCHULTER	47
AYERS AVE CONDO ASSOCIATION	22	ANNUAL	1,650.00	MARGARET LAURINO	37
BALMORAL COURT TOWNHOMES CONDO	38	ANNUAL	2,050.00	PATRICK J O'CONNOR	40
BELVON CONDOMINIUM ASSOCIATION	7	ANNUAL	675.00	TODD STROGER	08
BRAU HOUSE CONDO ASSOC.	36	ANNUAL	2,700.00	MANUEL FLORES	01
BUENA TERRACE CONDO ASSN.	19	SEMI-ANNUAL	712.50	HELEN SHILLER	46
CAMDEN COURT CONDO. ASSN.	23	ANNUAL	1,725.00	GINGER RUGAI	19
CARL SANDBURG VILLAGE CONDO. 1	567	SEMI-ANNUAL	17,364.00	BURTON F. NATARUS	42
CARL SANDBURG VILLAGE CONDO. 7	616	SEMI-ANNUAL	23,100.00	BURTON F. NATARUS	42
CENTRAL CONDOMINIUM ASSOC.	12	ANNUAL	700.00	PATRICK J. LEVAR	43
CHESTERFIELD ON TOUHY CONDO	60	SEMI-ANNUAL	2,250.00	BERNARD L. STONE	50
CLAREMONT COURT CONDO ASSOC.	27	ANNUAL	2,025.00	BERNARD L. STONE	50
CLEAR RIDGE CONDO. ASSN. 1	24	ANNUAL	1,754.75	MICHAEL R. ZALEWSKI	23
CLIFTON ROW CONDO. ASSN.	26	SEMI-ANNUAL	901.35	THOMAS TUNNEY	44
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL	7,360.00	THOMAS TUNNEY	44
CONCORD LANE CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	GINGER RUGAI	19
CORNELL TERRACE CONDOMINIUMS	6	ANNUAL	450.00	LEGLIE HAIRSTON	09
CORNERSTONE MANOR CONDO ASSOC.	17	ANNUAL	1,275.00	BERNARD L. STONE	50
DEARBORN TOWER CONDO ASSOC.	317	ANNUAL	12,193.69	DOROTHY J. TILLMAN	03
DEWIFER CONDO ASSN	38	ANNUAL	2,850.00	MARY ANN SMITH	40
EASTWOOD MANOR CONDO. ASSN.	7	ANNUAL	525.00	THOMAS ALLEN	30
EDDYSTONE CONDOMINIUM HOMES,	77	SEMI-ANNUAL	2,807.50	THOMAS TUNNEY	44
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	825.00	PATRICK J. LEVAR	45
FOSTER WESTERN CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
FOUNTAIN VIEW CONDO ASSOC	30	ANNUAL	2,250.00	BERNARD L. STONE	50
FRANCISCO/ROSEMONT CONDOMINIUM	28	ANNUAL	2,100.00	BURTON F. NATARUS	42
GODMAN COURT CONDOMINIUMS	15	ANNUAL	1,125.00	PATRICK J. LEVAR	45
GREENHODD COURT CONDO. ASSN.	22	ANNUAL	1,650.00	TONI PRECKWINKLE	04
GREYSTONE ON WILCOTT CONDO	9	SEMI-ANNUAL	337.50	THEODORE MATLAK	33
GROVE CONDO ASSOCIATION	10	ANNUAL	750.00	TODD STROGER	08
GROVE VENTURE CONDOMINIUM	10	ANNUAL	750.00	TODD STROGER	08
HAMILTON PLACE CONDOMINIUM ASSOC.	9	ANNUAL	675.00	BERNARD L. STONE	50
HEARTHSTONE PIACE CONDOMINIUMS	16	ANNUAL	1,200.00	TONI PRECKWINKLE	04
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL	9,840.39	VI DALRY	43
HIGGINS COURT CONDO'S	14	SEMI-ANNUAL	525.00	PATRICK J. LEVAR	45
HIGGING-POINTE CONDO. ASSOC.	20	ANNUAL	1,300.00	PATRICK J. LEVAR	45
HIGHLAND MEWS CONDOMINIUM	13	ANNUAL	1,125.00	PATRICK J O'CONNOR	40
IMPERIAL TOWERS CONDO. ASSOC.	862	SEMI-ANNUAL	16,920.12	HELEN SHILLER	46
IRVING PARK TERRACE CONDO.	44	ANNUAL	3,300.00	WILLIAM JP BANKS	26
JANIS COURTS ASSOCIATION	18	ANNUAL	1,350.00	ARIEL REBOYRAS	30
KENDALE TERRACE CONDOMINIUM	18	ANNUAL	1,350.00	MARGARET LAURINO	37
KENMORE COURT CONDO ASSOC.	28	ANNUAL	1,931.77	MARY ANN SMITH	48

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDER--PASSED

MEETING DATE 3/01/2006

CONDOMINIUM/ COOPERATIVE NAME	ND. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	Sponsor	
KEYSTONE COURTS CONDO. ASSN. #1	15	SEMI-ANNUAL 2004	562.50	MARGARET LAURIND	37
KEYSTONE GARDENS #1 CONDO. ASSN	24	ANNUAL 2004	1,000.00	MARGARET LAURIND	37
KEYSTONE MANDR CONDOMINIUM	18	SEMI-ANNUAL 2004	675.00	MARGARET LAURIND	37
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL 2004	923.00	MARGARET LAURIND	37
KILBOURN COURT TOWNHOMES ASSN.	63	SEMI-ANNUAL 2004	2,437.50	ARIEL REBOYRAS	30
KIRKBAK OF UNIVERSITY CONDO.	6	ANNUAL 2004	450.00	LEBLIE HAIRSTON	09
LANE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL 2004	7,766.63	HELEN GHILLER	46
LANE SHORE CONDOMINIUM ASSN.	225	ANNUAL 2004	7,144.27	VI DALEY	43
LANAI COURTS ASSOCIATION	18	SEMI-ANNUAL 2004	675.00	MARGARET LAURIND	37
LABALLE TERRACE CONDO ASSOC.	140	SEMI-ANNUAL 2004	4,725.00	BURTON F. NATARUS	42
LABALLE TERRACE CONDO ASSOC.	140	SEMI-ANNUAL 2004	4,725.00	BURTON F. NATARUS	42
LELAND STATION CONDOMINIUM	9	ANNUAL 2004	675.00	RICHARD F. MELL	33
LELAND STATION EAST CONDO	14	ANNUAL 2004	1,050.00	RICHARD F. MELL	33
LINCOLNWOOD TERRACE CONDO.	15	ANNUAL 2004	1,125.00	MARGARET LAURIND	37
LONDON TOWNE HOUSES	801	SEMI-ANNUAL 2004	30,037.50	TODD STROGER	08
LOWELL HOUSE CONDO ASSOC.	252	SEMI-ANNUAL 2004	5,435.70	BURTON F. NATARUS	42
MADISON BISHOP TOWNHOME ASSN.	16	ANNUAL 2004	1,200.00	WALTER BURNETT JR.	27
MAGNOLIA AVE CONDO ASSOCIATION	6	ANNUAL 2004	450.00	MARY ANN SMITH	40
MANOQ CONDOMINIUMS	7	ANNUAL 2004	525.00	PATRICK J. LEVAR	45
MANOR HOUSE CONDO ASSOCIATION	16	ANNUAL 2004	1,200.00	MARY ANN SMITH	40
MANARD HOUSE CONDOMINIUM	24	ANNUAL 2004	1,800.00	BRIAN G. DOHERTY	41
MENARD CONDO ASSOCIATION	8	ANNUAL 2004	600.00	THOMAS ALLEN	38
MERRIMAC SQUARE CONDO. ASSN. 1	30	ANNUAL 2004	3,750.00	THOMAS ALLEN	38
METRO CONDOS	6	ANNUAL 2004	450.00	MICHAEL R. ZALEMSKI	23
MILLENNIUM CENTRE CONDO ASSOC.	290	ANNUAL 2004	7,434.00	BURTON F. NATARUS	42
MOUNT GREENWOOD CONDO ASSOC.	34	ANNUAL 2004	2,550.00	GINGER RUGAI	17
NOBLE STREET LOFTS CONDO ASSOC.	65	ANNUAL 2004	4,875.00	WALTER BURNETT JR.	27
NORTH DARTEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 2004	1,425.00	PATRICK J. O'CONNOR	40
NORTH END CONDOMINIUM ASSOC.	21	ANNUAL 2004	2,275.00	BERNARD L. STONE	50
NORTH RIVERBIDE TERRACE CONDO	9	ANNUAL 2004	1,575.00	RICHARD F. MELL	33
NORTHWEST GARDEN APT'S CONDO.	10	ANNUAL 2004	675.00	BRIAN G. DOHERTY	41
NORTHWEST POINT WEST CONDO	8	ANNUAL 2004	600.00	BRIAN G. DOHERTY	41
NORWOOD VILLAGE CONDOMINIUM	224	ANNUAL 2004	15,479.36	WILLIAM JP BANKS	36
ONE MAGNIFICENT MILE CONDO.	182	SEMI-ANNUAL 2004	3,567.10	BURTON F. NATARUS	42
OVERHILL COURTE CONDO. ASSOC.	9	ANNUAL 2004	675.00	BRIAN G. DOHERTY	41
PARK CASTLE CONDOMINIUM ASSN.	68	SEMI-ANNUAL 2004	2,550.00	BERNARD L. STONE	50
PARK CREST CONDO ASSN.	18	ANNUAL 2004	1,350.00	BERNARD L. STONE	50
PARK GABLES APT. HOMES, INC.	72	SEMI-ANNUAL 2004	2,700.00	BERNARD L. STONE	50
PARK LANE CONDO ASSOCIATION	6	ANNUAL 2004	450.00	MICHAEL R. ZALEMSKI	23
PARKWAY CIRCLE CONDO ASSOC.	30	ANNUAL 2004	3,750.00	BRIAN G. DOHERTY	41
PAULINA COURT CONDOMINIUM	24	ANNUAL 2004	1,800.00	JOE MOORE	49
PRINCETON HOUSE CONDO. ASSN.	98	ANNUAL 2004	3,265.36	MARY ANN SMITH	40
PROSPERITY COOPERATIVE APTS.	121	ANNUAL 2004	4,820.80	LESLIE HAIRSTON	09
PROUDFOOTE CONDOMINIUM ASSN.	17	ANNUAL 2004	1,275.00	BERNARD L. STONE	50

***** SPONSOR *****

3/1/2006

REPORTS OF COMMITTEES

71309

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL DROERS--PABERD
MEETING DATE 3/01/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	***** SPUNDR *****	
PURDLOSS VIEW CONDOMINIUM	60	ANNUAL	4,300.00	MICHAEL R. ZALEWSKI	23
RANDOLPH PLACE RESIDENCES	326	ANNUAL	24,450.00	WALTER BURNETT JR.	27
RIDGEWOOD ESTATES CONDO. ASSN. 3	44	SEMI-ANNUAL	1,450.00	THOMAS ALLEN	38
*RIDGEWOOD ESTATES CONDO ASSOC.	72	ANNUAL	6,700.00	BERNARD L. STONE	50
RIVERBIDE MANOR CONDOMINIUM	16	ANNUAL	1,200.00	EUGENE C. SCHULTER	47
RIVERVIEW CONDO ASSOCIATION	107	ANNUAL	0,025.00	BURTON F. NATARUS	42
SHAKESPEARE COURT CONDOMINIUM	24	ANNUAL	710.79	BILLY DCASIO	26
STATE STREET CONDOMINIUM	6	ANNUAL	450.00	FREDDERICK LYLE	06
STREETVIEW CENTER CONDO	161	ANNUAL	12,075.00	BURTON F. NATARUS	42
SUMMERDALE CONDOMINIUM	18	ANNUAL	1,314.38	PATRICK J O'CONNOR	40
SUNNYBIDE CONDOMINIUM ASSN	9	ANNUAL	557.36	RICHARD F. MELL	33
THE INNS OF COURT ON BLACK	18	ANNUAL	1,350.00	LESLIE HAIRSTON	03
THE KENMORE CLUB CONDO	31	ANNUAL	2,325.00	MARY ANN SMITH	48
THE PARK CONDOMINIUMS	13	ANNUAL	775.00	LESLIE HAIRSTON	09
THE PARKSHORE CONDOMINIUMS	483	SEMI-ANNUAL	12,277.87	BURTON F. NATARUS	42
THE ROYALTON CONDOMINIUMS	81	ANNUAL	3,770.00	BERNARD L. STONE	50
THE WARWICK CONDOMINIUM	24	ANNUAL	1,800.00	THOMAS ALLEN	38
THE 3306 N. WINTHROP CONDO	8	ANNUAL	600.00	MARY ANN SMITH	40
THE 801 SOUTH PLYMOUTH COURT	220	SEMI-ANNUAL	4,786.05	MADELINE HAITHCOCK	02
TOWER HOMES REALTY TRUST	13	ANNUAL	775.00	LESLIE HAIRSTON	05
VANDERPOEL TOWNHOME CONDO.	22	ANNUAL	1,650.00	GINGER RUGAI	17
VILLAS OF EDISON PARK CONDO	16	ANNUAL	1,200.00	BRIAN G. DOHERTY	41
VILLAS OF JEFFERSON PARK	10	ANNUAL	750.00	PATRICK J. LEVAR	45
WAYNE RIDGE CONDO ASSN	12	ANNUAL	900.00	MARY ANN SMITH	43
WESTRIDGE PINES CONDO ASSOC.	17	ANNUAL	1,275.00	JOE MOORE	49
WILSHIRE CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	THOMAS W. MURPHY	18
WIMBLEDON COURTS 83	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
WINCHESTER COURT CONDO ASSOC.	38	ANNUAL	2,850.00	PATRICK J O'CONNOR	40
WINCHESTER-HOOD GARDEN HOMES	92	SEMI-ANNUAL	1,840.26	PATRICK J O'CONNOR	40
WINCHESTER-HOOD GARDEN HOMES	71	SEMI-ANNUAL	1,840.26	PATRICK J O'CONNOR	40
WINDSOR CONDOMINIUM ASSOC.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
WINONA WALK CONDOMINIUM ASSN.	4	ANNUAL	450.00	MARY ANN SMITH	43
1010 LAKE SHORE DRIVE CONDO.	183	ANNUAL	11,511.30	BURTON F. NATARUS	42
1325-35 E. 52ND ST. CONDO	9	ANNUAL	675.00	TONI PRECUNIKULE	04
1400-12 E. 56TH ST. CONDO ASSOC	18	ANNUAL	1,350.00	LESLIE HAIRSTON	09
180 EAST PEARSON HOMEDRERS	260	ANNUAL	17,500.00	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	128	ANNUAL	7,600.00	BURTON F. NATARUS	42
212 W. WASHINGTON CONDOMINIUM	183	SEMI-ANNUAL	5,307.33	BERNARD L. STONE	50
2424 ESTES CONDOMINIUM ASSN.	42	ANNUAL	2,892.24	BURTON F. NATARUS	42
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL	3,775.52	BURTON F. NATARUS	42
2626 LAKEVIEW CONDO ASSOC	491	SEMI-ANNUAL	11,444.60	VI DALEY	43
3150 CONDOMINIUM ASSOCIATION	204	SEMI-ANNUAL	7,110.00	THOMAS TURNER	44
3150 NORTH SHERIDAN ROAD CONDO	106	SEMI-ANNUAL	3,975.00	THOMAS TURNER	44
3548-38 W. BELLE PLAINE CONDO	13	ANNUAL	975.00	RICHARD F. MELL	33
4247-49 N. KEYSTONE CONDO INC	9	ANNUAL	675.00	ARIEL RESDYRAS	30

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 3/01/2006

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	*****REBATE*****	*****REBATE*****
4749 N. DOVER CONDO ASSOC.	6	ANNUAL	450.00	HELEN SHILLER	46
5147-5151 N. EAST RIVER ROAD	72	SEMI-ANNUAL	2,170.39	BRIAN G. DOHERTY	41
5223 CONDOMINIUM ASSOCIATION	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
5235 WEST IELAND CONDOMINIUM	5	ANNUAL	375.00	PATRICK J. LEVAR	49
541H STREET CONDO. ASS'N.	12	ANNUAL	700.00	TONI PRECKWINKLE	04
5421 S. CORNELL AVENUE CONDO.	16	ANNUAL	1,200.00	LESLIE HAIRSTON	09
5435-37 S. WOODLAWN AVE. CONDO.	6	ANNUAL	450.00	TONI PRECKWINKLE	04
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL	450.00	LESLIE HAIRSTON	09
5477-79 S. HYDE PARK BOULEVARD	6	ANNUAL	450.00	LESLIE HAIRSTON	09
5518-22 EVERETT CONDOMINIUM	6	ANNUAL	450.00	LESLIE HAIRSTON	09
5534-36 S. DORCHESTER CONDO.	7	ANNUAL	675.00	LESLIE HAIRSTON	09
5627-29 DORCHESTER CONDO. ASSN.	6	ANNUAL	450.00	LESLIE HAIRSTON	09
5739 MIDWAY ESTATES CONDO ASSN	6	ANNUAL	450.00	FRANK OLIVO	13
5800 BLACKSTONE COOPERATIVE	13	ANNUAL	775.00	LESLIE HAIRSTON	09
5940 BUILDING ASSOCIATION	13	ANNUAL	775.00	BRIAN G. DOHERTY	41
5950 ODELL CONDOMINIUM ASSN.	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
6247-49 N. GLENWOOD CONDO. ASSN	6	ANNUAL	450.00	MARY ANN SMITH	49
6416 W. 64TH PLACE CONDOMINIUM	7	ANNUAL	675.00	MICHAEL R. ZALEWSKI	23
6646 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
6654 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
7520 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	137.10	JOE MOORE	47
8200-06 S. JEFFERY CONDO	11	ANNUAL	925.00	TODD STROGER	09
848 W. GUNNISON CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	49

(Continued from page 71306)

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 314-99-4415-9148-0938:

[List of claimants printed on pages 71312
through 71314 of this *Journal*.]

COMMITTEE ON FINANCE,
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	FIN NUMBER	ALDERMAN	AMOUNT
ABRAMS, EDITH LEVY	17-08-207-068-1168	42 KATARUS	30.00
ABRAMOWITZ, ILLIAN	14-06-214-017-0740	40 O'CONNOR	30.00
ADAMS, YASUT	17-09-410-014-1061	42 KATARUS	30.00
ADDIS, DAVID H.	17-10-200-068-1067	42 KATARUS	30.00
ALLEN, SARDEK	17-09-208-021-1036	42 KATARUS	30.00
ANTHONY, ANNA G	17-10-215-031-1073	42 KATARUS	30.00
ARNSTEIN, SAMUEL	17-10-214-011-1313	42 KATARUS	30.00
BAILLEY, ROBERT L.	17-09-220-020-1358	42 KATARUS	30.00
BALDO, JAMES J.	17-04-210-031-1080	42 KATARUS	30.00
BARNH, FRED	14-06-210-014-0000	40 O'CONNOR	30.00
BARRERA, CLAYTON	17-03-215-013-1023	42 KATARUS	30.00
BASTHURGA, STEPHEN A.	17-10-401-003-1473	42 KATARUS	30.00
BAYENBORIAN, USKIN	19-12-114-038-1001	40 O'CONNOR	30.00
BEACH, JOHN E.	17-04-441-024-1040	42 KATARUS	30.00
BECKER, ROBERT	17-10-105-014-1061	42 KATARUS	30.00
BENR, MILDRED	17-03-204-063-1120	42 KATARUS	30.00
BENJIN, ALAN R.	17-04-208-031-1172	42 KATARUS	30.00
BERZEEV, SARU	17-10-214-016-1319	42 KATARUS	30.00
BESTIN, SYRUS S	17-04-211-033-1071	42 KATARUS	30.00
BICC, JOAN L.	17-10-208-018-1110	42 KATARUS	30.00
BILBRES, CHRIST	19-12-203-039-0000	40 O'CONNOR	30.00
BILSKY, ROSES	17-10-200-068-1146	42 KATARUS	30.00
BIRK, JUDITH A.	17-03-214-014-1044	42 KATARUS	30.00
BLAIR, THOMAS L.	17-10-400-012-1273	42 KATARUS	30.00
BLANKSTEIN, ROSALYN	17-09-208-021-1006	42 KATARUS	30.00
BLAHL, BENNIE	14-06-213-014-0000	40 O'CONNOR	30.00
BLON, ALAN H.	17-04-222-062-1066	42 KATARUS	30.00
BLUMENTHAL, FRED S.	17-03-228-024-1047	42 KATARUS	30.00
BODNET, DOROTHY J.	17-09-410-014-1260	42 KATARUS	30.00
BORRELL, MARCIT L.	17-04-222-062-1279	42 KATARUS	30.00
BOYLE, JAMES D.	17-08-215-013-1410	42 KATARUS	30.00
BOYSEN, CHARLES E.	17-04-216-064-1288	42 KATARUS	30.00
BUZICH, MICHAEL S	17-03-201-076-1012	42 KATARUS	30.00
BRASH, TIGER	17-09-207-043-1053	42 KATARUS	30.00
BRENNAN, JERRY H.	17-10-203-028-1103	42 KATARUS	30.00
BROWN, CECIL L.	17-10-401-003-1083	42 KATARUS	30.00
BROWN, DONALD B.	17-10-401-003-1067	42 KATARUS	30.00
MURDOIT, GEORGE H.	17-03-200-002-0000	42 KATARUS	30.00
BURKE, ESTELLE H.	17-03-226-063-1030	42 KATARUS	30.00
BURKE, RICHARD H.	17-03-208-093-0000	42 KATARUS	30.00
BURRETT, PATRICIA A.	17-09-410-014-1277	42 KATARUS	30.00
BUZZI, ANNA	17-03-220-020-1130	42 KATARUS	30.00
CADESSA, ARMAND	17-03-204-063-1137	42 KATARUS	30.00
CALLAHAN, WILLY E.	17-04-424-051-1340	42 KATARUS	30.00
CANARAS, ANGELINA D.	17-03-214-014-1135	42 KATARUS	30.00
CAPPARENT, ROBERT	17-04-209-040-1090	42 KATARUS	30.00
CAPPAN, MARIO K.	17-03-211-030-1023	42 KATARUS	30.00
CARR, GENEVIEVE L SAM	17-08-215-013-1372	42 KATARUS	30.00
CARLTON, JOAN L.	17-03-220-028-1007	42 KATARUS	30.00
CARROLL, JAH	17-03-214-017-1003	42 KATARUS	30.00
CERRON, ILLIAN H.	17-03-200-063-1003	42 KATARUS	30.00

3/1/2006

REPORTS OF COMMITTEES

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COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
CHULOCK, CLAIKE A.	17-10-400-012-1465	42 NATARUS	50.00
CLAYTON, RUSSELL	17-08-220-020-1547	42 NATARUS	50.00
COHEN, JOSEPH J.	17-08-202-063-1044	42 NATARUS	50.00
COREN, LOUIS	17-10-400-012-1554	42 NATARUS	50.00
CORLIN, CLIZABETH J.	17-10-202-084-1067	42 NATARUS	50.00
CORRER, GERRY	17-04-209-043-1215	42 NATARUS	50.00
CORREY, RITA	17-04-207-087-1225	42 NATARUS	50.00
COSTELLO, RICHARD	17-10-195-014-1181	42 NATARUS	50.00
CURRAN, BARBARA A.	17-08-222-020-0000	42 NATARUS	50.00
DALCO, MARILYN A.	17-10-401-014-1312	42 NATARUS	50.00
DALLAS, MAGDALENE	20-10-102-024-1268	05 HAINSTON	50.00
DAVIS, ISOBEL	17-03-226-065-1023	42 NATARUS	50.00
DAWSON, ROBERT C.	17-04-207-084-1373	42 NATARUS	50.00
DEEGAN, AILEEN K.	17-04-214-064-1251	42 NATARUS	50.00
DELIGHTER, MOCERY	17-03-224-063-1190	42 NATARUS	50.00
DEMAR, EDITH J.	17-03-201-066-1048	42 NATARUS	50.00
DEMES, KATHERINE M.	14-06-212-066-0000	40 O'CONNOR	50.00
DICKHART, JOHN H.	17-10-401-005-1534	42 NATARUS	50.00
DOLISCH, VIRGINIA J.	17-10-400-012-1844	42 NATARUS	50.00
DOUGHERTY, MARGT J.	17-10-400-012-1843	42 NATARUS	50.00
DONO, MARY	17-04-209-043-1065	42 NATARUS	50.00
DRAV, SHELDON	17-10-401-004-1470	42 NATARUS	50.00
DREW, GEORGE G.	17-09-410-014-1318	42 NATARUS	50.00
DUMALEYON, WILLIAM A.	17-03-221-004-0000	42 NATARUS	50.00
DURML, KENN	17-10-400-012-1824	42 NATARUS	50.00
DURSKY, PAULINE	17-10-401-005-1319	42 NATARUS	50.00
DURKINA, RAISA	17-10-200-065-1065	42 NATARUS	50.00
EAGLE, WARREN E.	17-04-424-051-1413	42 NATARUS	50.00
EMERICH, DANVIA	17-04-204-031-1017	42 NATARUS	50.00
FISCHBERG, KARI S.	17-03-214-017-1007	42 NATARUS	50.00
FISCHBARTH, CONNIE M.	17-03-207-068-1029	42 NATARUS	50.00
ENGLE, MORIE A.	17-10-400-012-1173	42 NATARUS	50.00
EPSTEIN, JUAN B.	17-08-201-074-1002	42 NATARUS	50.00
ERDNER, BENHICK	14-06-223-024-1032	40 O'CONNOR	50.00
ETAKHAKAKOS, PETER	13-12-231-044-0000	40 O'CONNOR	50.00
GRIGGS, DOROTHY C.	13-12-272-063-1004	40 O'CONNOR	50.00
HAGLUND, WELS G.	14-06-214-017-0000	40 O'CONNOR	50.00
HARDING, MARION K.	20-13-102-024-1064	05 HAINSTON	50.00
HARTIGAN, LAWRENCE J.	17-10-423-002-1141	02 HATHCOCK	50.00
HARTZEN, SHERY A.	14-06-212-094-0000	40 O'CONNOR	50.00
HENDERSON, RAYVILL L.	25-11-300-036-0000	08 STROGER	50.00
KAPLAN, ADOLLE R.	13-12-213-003-0000	40 O'CONNOR	50.00
KRYSTOF, JOSEPH A.	17-10-424-005-1051	02 HATHCOCK	50.00
KULI, RONARA	13-12-232-032-1002	40 O'CONNOR	50.00
LIBANOV, LEU	14-20-214-018-0000	46 SHILLER	50.00
LIBANOV, LEU	14-20-214-018-0000	46 SHILLER	50.00
LIPSCMULTZ, ELI	13-11-107-024-1146	36 SIMMS	50.00
LOKANC, JOSEPH A.	21-30-104-024-0000	07 DEWEES	50.00
MAKOS, GUS G.	14-06-214-017-0000	40 O'CONNOR	50.00
MALLINGS, MARY	13-12-114-062-1004	40 O'CONNOR	50.00
MILLER, KATE L. HEDDER	14-06-218-014-1024	40 O'CONNOR	50.00

COMMITTEE ON FINANCE,
SMALL CLAIMS, CITY OF CHICAGO
SERIES REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
HUMEZ, ANNE L.	13-12-222-062-1004	40 O'CONNOR	50.00
PACONKIS, DURENDA	13-12-200-048-0006	40 O'CONNOR	50.00
PEAR, BENNETT M	25-11-300-029-0000	08 STRASSER	50.00
PENZ, CAROL E.	14-28-103-005-1000	44 TUNNEY	50.00
PODSUDER, ANITA	14-06-214-017-0000	40 O'CONNOR	50.00
PRICE, PATRICK J	19-20-101-067-1000	23 ZALEWSKI	50.00
SCHUPACK, HARRIET	13-12-222-062-1001	40 O'CONNOR	50.00
SMITH, ELSTIE R.	14-06-214-017-0000	40 O'CONNOR	50.00
SPEISER, MARIA	13-12-115-050-1002	40 O'CONNOR	50.00
SULLIVAN, HEILE	14-06-213-014-0000	40 O'CONNOR	50.00
UDOL, ELSIE	12-14-112-025-1024	36 PARKS	50.00
WITSCHNKE, DOROTHY J	13-02-300-006-1000	37 LAURINO	50.00
YOUNG, CLARE	14-06-219-013-0000	40 O'CONNOR	50.00
		* TOTAL AMOUNT	5,750.00

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing three applications for City of Chicago charitable solicitation (tag day) permits, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

- A. Helping Children of Abuse
March 31, 2006 through April 30, 2006 -- citywide;
- B. The Gus Foundation (Children's Memorial Affiliated Organization)
April 29, 2006, June 24, 2006 and August 12, 2006 -- citywide; and
- C. Knights of Columbus (Illinois State Council Knights of Columbus Charities, Inc.)
September 15, 2006 through September 17, 2006 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on May 11, 2005 and on subsequent dates, sundry claims as follows:

Branch, Larina

Curtis, Kim

Demunster, Karen

Kehm, Stephen and American Family Insurance

Laudati, Vittorio

McDonald, Susan

O'Grady, James and State Farm Insurance

O'Grady, James

Reyes, Alexander

Rodriguez, Corina and Allstate Insurance,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTH OF JANUARY, 2006.

The Committee on Finance submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of cases in which judgments were entered or cases settled during the month of January, 2006, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the 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 communication and report were *Placed on File*.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**APPOINTMENT OF MR. HARDIK V. BHATT AS CHIEF
INFORMATION OFFICER OF DEPARTMENT OF
BUSINESS AND INFORMATION SERVICES.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a report authorizing the appointment of Hardik V. Bhatt as Chief Information Officer of the Department of Business and Information Services, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment 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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Hardik V. Bhatt as Chief Information Officer of the Department of Business and Information Services was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

APPOINTMENT OF MS. JACQUELINE KING AS COMMISSIONER
OF DEPARTMENT OF HUMAN RESOURCES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a report authorizing the appointment of Jacqueline King as

Commissioner of the Department of Human Resources, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment 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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Jacqueline King as Commissioner of the Department of Human Resources was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

REPEAL OF TITLE 11 CHAPTER 12, SECTION 450 AND
AMENDMENT OF TITLES 4 AND 11 OF MUNICIPAL
CODE OF CHICAGO BY FURTHER REGULATION
OF DRAIN LAYER LICENSES, WATER USE
CONNECTIONS AND VACANCY CREDITS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending various provisions of the Municipal Code regarding the drain layer license, water use and vacancy credit, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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. Sections 4-28-090 and 11-12-130 of the Municipal Code of Chicago are hereby amended by deleting the struck-through language and inserting the underscored language as follows:

4-28-090 Instruction And Examination -- Required.

~~Once every five years, in accordance with a schedule based upon the drain layer's license number, An applicant for a drain layer's license must successfully complete a course of instruction in drain laying and pass a standardized drain layer's examination as approved by the commissioner. The following persons must also successfully complete a course of instruction in drain laying and pass a standardized drain layer's examination as approved by the commissioner:~~

- (1) Any licensee who has allowed his drain layer's license to lapse and is seeking to renew his license; or
- (2) Any licensee who has not obtained a permit required by Section 11-16-030 of this code within the preceding three-year period.

Separate examinations shall be required for each license classification described in Section 4-28-110.

11-12-130 Use Of Water Hose.

Any hose which is connected to a pipe having service from or through the Chicago Waterworks System, shall be turned off and shall not be used for sprinkling, washing windows, walks or other like purposes, except between the hours of 5:00 A.M. and 8:00 A.M. and between the hours of 7:00 P.M. and 10:00 P.M. excluding Saturdays, Sundays and holidays (irrespective of whether the water is controlled by meter or not), nor shall water be used through a hose for the benefit of adjacent lots unless such lots have a common owner or tenant, and unless the hose is connected to a metered supply.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 11-12-450 of the Municipal Code of Chicago is hereby repealed.

SECTION 3. Section 1 of this ordinance shall be in full force and shall take effect upon passage and approval. Section 2 of this ordinance shall take effect upon its passage and approval and shall apply to vacancies occurring on or after January 1, 2006.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT OF YEAR 2006 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS TO VARIOUS MUNICIPAL AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the Year 2006 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and/or private agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2006 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional federal grant funds in the amount of Twenty-seven Thousand Dollars (\$27,000) by the Illinois Department of Human Services ("I.D.H.S.") which shall be used for the Substance Abuse Treatment program; and

WHEREAS, The City through Health has been awarded federal grants funds in the amount of One Hundred Forty-nine Thousand Dollars (\$149,000) by the United States Department of Health and Human Services which shall be used for the Bilingual/Bicultural Service Demonstration program; and

WHEREAS, The City through its Department of Police has been awarded state grant funds in the amount of Seventeen Thousand Dollars (\$17,000) by I.D.H.S. which shall be used for the Crisis Intervention Team program; and

WHEREAS, The City through its Department of Environment ("D.O.E.") has been awarded private grant funds in the amount of One Million Dollars (\$1,000,000) by Commonwealth Edison Company which shall be used for the ComEd L.I.H.E.A.P. program; and

WHEREAS, The City through D.O.E. has been awarded private grant funds in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) by The Northern Illinois Energy Project which shall be used for Weatherization Initiatives; and

WHEREAS, The City through its Mayor's Office for People with Disabilities ("M.O.P.D.") has been awarded federal grant funds from the Chicago Housing Authority ("C.H.A.") and entered into a one-year-term intergovernmental agreement ("I.G.A.") with C.H.A. for M.O.P.D. to perform site inspections of certain accessible and adaptable housing units (the "Units") being rehabilitated or constructed by C.H.A. as part of its comprehensive strategic plan known as the Plan for Transformation, to help assure that such units are being constructed or rehabilitated in accordance with national, state and local disability and accessibility standards, and now desires to extend the term to the I.G.A. for an additional one year term; and

WHEREAS, The City through its Office of Emergency Management and Communications ("O.E.M.C.") has been awarded private grant funds in the amount of Six Hundred Fifty-eight Thousand Dollars (\$658,000) by Nextel West Corporation which shall be used to comply with a Federal Communication Commission order to relocate certain radio channels, of which the City is a licensee, within the 800 megahertz spectrum (the "Frequency Reconfiguration Project"); now, therefore,

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

SECTION 1. The sum of Two Million Two Hundred One Thousand Dollars (\$2,201,000) not previously appropriated, representing increased grant awards have become available for appropriation for the year 2006.

SECTION 2. The sum of Two Million Two Hundred One Thousand Dollars (\$2,201,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2006. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. The Commissioner of the M.O.P.D. is hereby authorized, subject to the approval of the Corporation Counsel, to extend the I.G.A. between the City and C.H.A., regarding inspections of the Units, for an additional one (1) year term to allow M.O.P.D. to complete the inspections.

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 upon its passage and approval.

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

Exhibit "A".

Amendment To The 2005 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 2006			
	Awards from Agencies of the Federal Government	\$1,060,490,345	\$1,060,666,345
	Awards from Agencies of the State Government	168,448,700	168,465,700
	Awards from Public/Private Agencies	36,044,000	38,052,000
925 -- Grant Funds			
41	Department Of Public Health:		
	Substance Abuse Treatment -- DASA	\$ 804,000	\$ 831,000
	Bilingual/Bicultural Service Demonstration Program		149,000
57	Chicago Police Department:		
	Crisis Intervention Team Program		\$ 17,000

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Code	Department And Item	Strike Amount	Add Amount
58	Office Of Emergency Management And Communications:		
	Frequency Reconfiguration Project		\$ 658,000
72	Department Of Environment:		
	ComEd -- L.I.H.E.A.P.		\$1,000,000
	Northern Illinois Energy Project -- Weatherization Initiatives		350,000

AUTHORIZATION FOR CORRECTIONS AND REVISIONS
OF YEAR XXXII COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance concerning an amendment to the Year XXXII Community Development Block Grant ordinance necessary to allocate funds to

specific agencies, having had the same 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed the Year XXXII Community Development Block Grant Ordinance, as amended (the "Year XXXII C.D.B.G. Ordinance") on December 14, 2005; and

WHEREAS, The Year XXXII C.D.B.G. Ordinance appears in the *Journal of the Proceedings of the City Council of the City of Chicago* for December 14, 2005 at pages 66561 through 66643; and

WHEREAS, Subsequent to passage of the Year XXXII C.D.B.G. Ordinance, the United States Department of Housing and Urban Development's fiscal year 2006 budget was enacted and signed by the President. The signed budget includes a reduction in funds for the Office of Community Planning and Development, which administers formula programs such as Community Development Block Grants ("C.D.B.G."), HOME Investment Partnerships; the American Dream Downpayment Initiative ("A.D.D.I."); Housing Opportunities for Persons with AIDS ("H.O.P.W.A."); and Emergency Shelter Grants ("E.S.G."). These programs provide funding for housing, community and economic development and assistance for special populations across the country; and

WHEREAS, As a result of the overall reduction to formula programs, the City of Chicago's 2006 C.D.B.G. award was reduced by approximately ten percent (10%). In response to this reduction, a modification to the City of Chicago's 2006 Annual Action Plan C.D.B.G. budget is required; now, therefore,

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

SECTION 1. The Year XXXII C.D.B.G. Ordinance is hereby amended by striking the figure "\$118,868,730.00" and corresponding text ("One Hundred Eighteen Million Eight Hundred Sixty-eight Thousand Seven Hundred Thirty and no/100 Dollars"), which appears in the first prefatory "Whereas" clause and in Section 1 of that ordinance, and inserting in place of that figure, in both locations, the figure "\$109,236,346.00" and corresponding text ("One Hundred Nine Million Two Hundred Thirty-six Thousand Three Hundred Forty-six and no/100 Dollars").

SECTION 2. The Year XXXII C.D.B.G. Ordinance is further amended as shown on the attached technical amendment forms.

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

[Technical Amendment Forms to Year XXXII Community Development Block Grant Ordinance referred to in this ordinance printed on pages 71330 through 71381 of this *Journal*.]

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

0025 -COMMUNITY DEVELOPMENT BLOCK GRANT

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT

FUND 0025 -Community Development Block Grant Fund

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
FOR YEAR XXXII - JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

Community Development Block Grant Entitlement For Year XXXII	95,490,820	85,858,436
Revenue from the Sale of Land	2,340,627	2,602,627
Revenue from Loan Repayments	7,762,000	7,500,000
Total	118,868,730	109,236,346

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Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.**025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND**

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	05-OFFICE OF BUDGET AND MANAGEMENT				
	ADMINISTRATION AND MONITORING-2505				
	 <u>ADMINISTRATION AND MONITORING-3505</u>				
0635	SENIOR PROGRAMMER/ANALYST	1	76,980		
0044	FRINGE BENEFITS		193,023		147,734

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
06-DEPARTMENT OF BUSINESS AND INFORMATION SERVICES					
ENTERPRISE CASE MANAGEMENT-2510					
 <u>ENTERPRISE CASE MANAGEMENT-3510</u>					
9778	ASSISTANT CHIEF INFORMATION OFFICER	1	87,888		
0638	PROGRAMMER/ANALYST	1	50,772		
0635	SENIOR PROGRAMMER/ANALYST	1	61,728		
0629	PRINCIPAL PROGRAMMER/ANALYST	1	73,608		
0625	CHIEF PROGRAMMER/ANALYST	1	76,980		
0310	PROJECT MANAGER	1	79,572		
0044	FRINGE BENEFITS		171,358		
0015	SCHEDULE SALARY ADJUSTMENTS.		3,320		
0011	CONTRACT WAGE INCREMENT-SALARY		4,843		
LESS TURNOVER			26,003		

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Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	06-DEPARTMENT OF BUSINESS AND INFORMATION SERVICES				
	NETWORK MAINTENANCE-2515				
.0138	PROFESSIONAL SERVICES FOR IT MAINTENANCE		589,568		489,568

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

				STRIKE	ADD
Code	Department and Item	Number	Amount	Number	Amount
08-DEPARTMENT OF PLANNING AND DEVELOPMENT					
PLANNING AND DEVELOPMENT PROGRAM					
SUPPORT-2505					
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		2,759,746		2,403,296
 <u>RESEARCH SERVICES-3530</u>					
2921	SENIOR RESEARCH ANALYST	1	43,860		
0044	FRINGE BENEFITS		197,453		179,997

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Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	08-DEPARTMENT OF PLANNING AND DEVELOPMENT				
	COMMUNITY DEVELOPMENT ASSISTANCE-2515				
.0135	FOR DELEGATE AGENCIES		2,719,848		2,515,858
	ALBANY PARK COMMUNITY CENTER, INC. - LAWRENCE		87,867		81,277
	ANDERSONVILLE CHAMBER OF COMMERCE		44,928		41,558
	ANDERSONVILLE DEVELOPMENT CORPORATION		47,052		43,523
	AUSTIN CHAMBER OF COMMERCE		40,000		37,000
	BACK OF THE YARDS BUSINESS ASSOCIATION		42,124		38,965
	BRONZEVILLE CHAMBER OF COMMERCE		30,000		27,750
	BUSINESS AND ECONOMIC REVITALIZATION ASSOCIATION		44,813		41,452
	CHATHAM BUSINESS ASSOCIATION		49,920		46,176
	CHICAGO COMMUNITY VENTURES		70,753		65,447
	COMMUNITY DEVELOPMENT LAW PROJECT		49,813		46,077
	COSMOPOLITAN CHAMBER OF COMMERCE		44,813		41,452
	DEVCORP NORTH		99,840		92,352
	DIVISION STREET BUSINESS DEVELOPMENT ASSOCIATION		60,000		55,500
	EAST EDGEWATER CHAMBER OF COMMERCE		99,840		92,352
	EAST SIDE CHAMBER OF COMMERCE		26,887		24,870
	EDC OF GREATER LOGAN SQUARE		53,862		49,822
	GREATER AUBURN - GRESHAM DEVELOPMENT CORPORATION		45,000		41,625
	GREATER GARFIELD PARK CHAMBER OF COMMERCE		67,894		62,802
	GREATER SOUTHWEST DEVELOPMENT CORPORATION		99,840		92,352
	Hull House Association		46,813		43,302
	Hull House Association		35,851		33,162
	LATIN AMERICAN CHAMBER OF COMMERCE		59,904		55,411
	LAWNDALE BUSINESS AND LOCAL DEVELOPMENT CORP.		36,952		34,181
	LAWNDALE CHRISTIAN DEVELOPMENT CORPORATION - OGDEN		35,851		33,162
	LITTLE VILLAGE CHAMBER OF COMMERCE		80,870		74,805
	MEXICAN AMERICAN CHAMBER OF COMMERCE		45,000		41,625
	NEAR NORTHWEST NEIGHBORHOOD NETWORK		83,880		77,589
	NORTH PULASKI/ARMITAGE CHAMBER OF COMMERCE		90,000		83,250
	NORTH RIVER COMMISSION		29,952		27,706
	PILSEN TOGETHER CHAMBER OF COMMERCE		24,219		22,403
	RAVENSWOOD CHAMBER OF COMMERCE		75,000		69,375
	RAVENSWOOD COMMUNITY COUNCIL		39,936		36,941
	REGIONAL REDEVELOPMENT CORPORATION		29,000		26,825
	ROSELAND COMMUNITY DEVELOPMENT CORPORATION		25,000		23,125
	SOUTH CHICAGO CHAMBER OF COMMERCE		57,054		52,775
	SOUTH LOOP CHAMBER OF COMMERCE		84,864		78,499
	SOUTHEAST CHICAGO DEVELOPMENT COMMISSION		44,813		41,452

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	08-DEPARTMENT OF PLANNING AND DEVELOPMENT				
	COMMUNITY DEVELOPMENT ASSISTANCE-2515				
	THE RESURRECTION PROJECT		26,887		24,870
	TO BE DETERMINED		30,000		27,750
	UNITED NEIGHBORHOOD ORGANIZATION OF CHICAGO		74,880		69,264
	UPTOWN CHAMBER OF COMMERCE		69,888		64,646
	VIETNAMESE ASSOCIATION OF ILLINOIS		34,944		32,323
	WEST HUMBOLDT PARK FAMILY/COMMUNITY DEVELOPMENT		84,864		78,499
	WEST RIDGE CHAMBER OF COMMERCE		49,920		46,176
	WEST TOWN CHAMBER OF COMMERCE		85,000		78,625
	WESTSIDE BUSINESS IMPROVEMENT ASSOCIATION		89,856		83,117
	WESTTOWN CONCERNED CITIZENS COALITION (WCCC)		31,370		29,017
	WOMEN'S BUSINESS DEVELOPMENT CENTER		67,221		62,179
	WOMEN'S SELF-EMPLOYMENT PROJECT		44,813		41,452

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Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

				STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount	Number	Amount
08-DEPARTMENT OF PLANNING AND DEVELOPMENT							
DEVELOPMENT SUPPORT SERVICES-2526							
.0140	FOR PROFESSIONAL AND TECHNICAL SERVICES AND OTHER THIRD PARTY BENEFIT AGREEMENTS		27,000				
.0151	PUBLICATIONS AND REPRODUCTION-IN HOUSE SERVICES		4,050				
.0540	CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES		100,000				
.9103	REHABILITATION LOANS AND GRANTS		100,000				
.9106	BUSINESS LOAN PROGRAM		250,000				
 <u>DEVELOPMENT SUPPORT SERVICES-3585</u>							
1987	LOAN PROCESSING OFFICER	1	48,876				
1912	PROJECT COORDINATOR	1	51,192				
1441	COORDINATING PLANNER I	1	87,888				
0313	ASSISTANT COMMISSIONER	1	84,012				
0311	PROJECTS ADMINISTRATOR	1	85,308				
0309	COORDINATOR OF SPECIAL PROJECTS	1	70,872				
0044	FRINGE BENEFITS		170,403				
0015	SCHEDULE SALARY ADJUSTMENTS.		2,442				
0011	CONTRACT WAGE INCREMENT-SALARY		4,817				
LESS TURNOVER			12,844				

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND**STRIKE****ADD**

Code	Department and Item	Number	Amount	Number	Amount
08-DEPARTMENT OF PLANNING AND DEVELOPMENT					
NEIGHBORHOOD DEVELOPMENT-2547					
 <u>NEIGHBORHOODS-3566</u>					
5404	ARCHITECT IV	1	58,812		
0313	ASSISTANT COMMISSIONER	3	84,012	2	84,012
0044	FRINGE BENEFITS		1,086,511		1,015,017

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	08-DEPARTMENT OF PLANNING AND DEVELOPMENT				
	LOCAL INDUSTRIAL RETENTION INITIATIVE-2555				
.0135	FOR DELEGATE AGENCIES		798,215		738,350
	BACK OF THE YARDS NEIGHBORHOOD COUNCIL		75,093		69,461
	CALUMET AREA INDUSTRIAL COMMISSION		81,530		75,415
	EIGHTEENTH STREET DEVELOPMENT CORPORATION		62,140		57,480
	GREATER NORTH PULASKI DEVELOPMENT CORPORATION		85,820		79,384
	GREATER SOUTHWEST DEVELOPMENT CORPORATION		71,700		66,323
	JANE ADDAMS RESOURCE CORPORATION LRI - RAVENSWOOD		50,014		46,263
	Kinzie Industrial Development Corporation (KIDC)		89,770		83,037
	LAKE KINZIE INDUSTRIAL LEADERSHIP COUNCIL		66,920		61,901
	LAWDALE BUSINESS AND LOCAL DEVELOPMENT CORP.		75,000		69,375
	LITTLE VILLAGE COMMUNITY DEVELOPMENT CORP. - DRAKE		60,228		55,711
	LOCAL ECONOMIC AND EMPLOYMENT DEVELOPMENT COUNCIL		80,000		74,000

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	13-MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT				
	JOB TRAINING PROGRAM SUPPORT-2505				
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		59,210		52,697

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Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	13-MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT EMPLOYMENT PROGRAM FOR SURVIVORS OF DOMESTIC VIOLENCE-2535				
.0135	FOR DELEGATE AGENCIES		279,000		258,075
	CENTERS FOR NEW HORIZONS		42,000		38,850
	LIFE SPAN CENTER FOR LEGAL SERVICES AND ADVOCACY		42,000		38,850
	SINAI COMMUNITY INSTITUTE		52,000		48,100
	SOUTHWEST WOMEN WORKING TOGETHER (SWWT)		68,000		62,900
	UNIVERSAL FAMILY CONNECTION, INC. - EMPLOYMENT PGM		75,000		69,375

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	13-MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT				
	INNOVATIVE PROGRAMS FOR POPULATIONS				
	WITH SPECIAL NEEDS-2545				
.0135	FOR DELEGATE AGENCIES		2,755,991		2,549,296
	ALBANY PARK COMMUNITY CENTER, INC. - LAWRENCE		49,400		45,695
	BACK OF THE YARDS NEIGHBORHOOD COUNCIL		32,380		29,952
	BLUE GARGOYLE YOUTH SERVICE CENTER - UNIVERSITY		41,991		38,842
	BREAKTHROUGH URBAN MINISTRIES, INC. - ASHLAND		38,000		35,150
	Centers for New Horizons		40,000		37,000
	Chicago Women in Trades		80,500		74,463
	CHICAGO CHRISTIAN INDUSTRIAL LEAGUE		40,000		37,000
	CHICAGO FEDERATION OF LABOR WORKERS ASSISTANCE COM		67,000		61,975
	CHICAGO HOUSE AND SOCIAL SERVICE AGENCY		40,000		37,000
	CHINESE AMERICAN SERVICE LEAGUE		70,000		64,750
	CHINESE MUTUAL AID ASSOCIATION - W. ARGYLE ST.		50,000		46,250
	COMMUNITY ASSISTANCE PROGRAMS (CAPs)		60,000		55,500
	COUNCIL FOR JEWISH ELDERLY		40,000		37,000
	ETHIOPIAN COMMUNITY ASSOCIATION OF CHICAGO, INC.		50,000		46,250
	GARTH YOUTH SERVICES		10,000		9,250
	GOODWILL INDUSTRIES OF METROPOLITAN CHICAGO		60,000		55,500
	GREATER CHICAGO FOOD DEPOSITORY		40,000		37,000
	GREATER WEST TOWN COMMUNITY DEVELOPMENT PROJECT		90,000		83,250
	GROWING HOME		40,000		37,000
	Heartland Human Care Services, Inc.		38,000		35,150
	Hull House Association		47,500		43,938
	HOWARD AREA COMMUNITY CENTER - PAULINA		40,000		37,000
	INDUSTRIAL COUNCIL OF NEARWEST CHICAGO (ICNC)		47,500		43,938
	INSPIRATION CORPORATION		84,000		77,700
	INSTITUTO DEL PROGRESSO LATINO		45,000		41,625
	JEWISH VOCATIONAL SERVICES		62,500		57,813
	JOBS FOR YOUTH / CHICAGO, INC.		50,000		46,250
	Korean American Community Services		40,000		37,000
	LA CASA NORTE		40,000		37,000
	LOCAL INITIATIVES SUPPORT CORPORATION (LISC)		152,500		141,063
	Mainstream Living		40,000		37,000
	MAKING ADVANCED CHALLENGES FOR EQUAL OPPORTUNITY		10,000		9,250
	MCDERMOTT CENTER dba HAYMARKET CENTER		40,000		37,000
	MERCY HOUSING LAKEFRONT		66,000		61,050
	NORTH LAWDALE EMPLOYMENT NETWORK		114,500		105,913
	PHALANX FAMILY SERVICES		40,000		37,000

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	13-MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT				
	INNOVATIVE PROGRAMS FOR POPULATIONS				
	WITH SPECIAL NEEDS-2545				
	POLISH AMERICAN ASSOCIATION		94,220		87,154
	PROLOGUE, INC.		40,000		37,000
	PUBLIC IMAGE PARTNERSHIP		40,000		37,000
	ROSELAND CHRISTIAN HEALTH MINISTRIES		40,000		37,000
	SOUTHWEST WOMEN WORKING TOGETHER (SWWT)		50,000		46,250
	SPANISH COALITION FOR JOBS, INC.		100,000		92,500
	ST. LEONARD'S MINISTRIES		40,000		37,000
	SUPPORT ADVOCATES FOR WOMEN/LESLIE'S PLACE		12,500		11,563
	The Cara Program		77,000		71,225
	THE ENTERPRISING KITCHEN		33,250		30,756
	UNIVERSAL FAMILY CONNECTION, INC. - EMPLOYMENT PGM		85,000		78,625
	VIETNAMESE ASSOCIATION OF ILLINOIS		52,250		48,331
	WESTSIDE HEALTH AUTHORITY		50,000		46,250
	WOODLAWN PRESERVATION INVESTMENT CORPORATION		40,000		37,000
	WORKWISE FOUNDATION		60,000		55,500
	YOUTH SERVICE PROJECT, INC.		45,000		41,625

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	13-MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT				
	TRAINING, PLACEMENT AND RETENTION				
	SERVICES-2550				
.0135	FOR DELEGATE AGENCIES		591,389		547,034
	COMMUNITY ASSISTANCE PROGRAMS (CAPs)		50,000		46,250
	GOODWILL INDUSTRIES OF METROPOLITAN CHICAGO		50,000		46,250
	GREATER WEST TOWN COMMUNITY DEVELOPMENT PROJECT		60,408		55,877
	ILLINOIS MANUFACTURING FOUNDATION		62,000		57,350
	Mainstream Living		40,000		37,000
	MERCY HOUSING LAKEFRONT		50,000		46,250
	OAI INC.		44,000		40,700
	PHALANX FAMILY SERVICES		65,000		60,125
	POLISH AMERICAN ASSOCIATION		59,981		55,482
	The Cara Program		110,000		101,750

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	FINANCE AND BUDGET-2505				
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		714,400		635,816

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	COMMUNICATIONS-2510				
	 <u>COMMUNICATIONS-3510</u>				
0044	FRINGE BENEFITS		83,241		459,503

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	HOUSING RESOURCE CENTERS-2530				
.0135	FOR DELEGATE AGENCIES		1,128,000		1,043,401
	ALBANY PARK COMMUNITY CENTER, INC. - LAWRENCE		35,000		32,375
	BETHEL NEW LIFE, INC.		30,000		27,750
	BICKERDIKE REDEVELOPMENT CORPORATION - NORTH		27,000		24,975
	CABRINI GREEN LEGAL AID CLINIC		30,000		27,750
	CHICAGO URBAN LEAGUE DEV. CORP. - S. MICHIGAN AVE.		25,000		23,125
	CHINESE MUTUAL AID ASSOCIATION - W. ARGYLE ST.		25,000		23,125
	CLARETIAN ASSOCIATES, INC.		31,000		28,675
	COUNCIL FOR JEWISH ELDERLY		25,000		23,125
	EDGEWATER COMMUNITY COUNCIL		30,000		27,750
	EIGHTEENTH STREET DEVELOPMENT CORPORATION		30,000		27,750
	FULLER PARK COMMUNITY DEVELOPMENT CORP		25,000		23,125
	GENESIS HOUSING DEVELOPMENT CORPORATION		25,000		23,125
	GREATER AUBURN - GRESHAM DEVELOPMENT CORPORATION		25,000		23,125
	GREATER SOUTHWEST DEVELOPMENT CORPORATION		40,000		37,000
	INTERFAITH ORGANIZING PROJECT OF GREATER CHICAGO		30,000		27,750
	Korean American Community Services		20,000		18,500
	Lakefront Supportive Housing		35,000		32,375
	LATIN UNITED COMMUNITY HOUSING ASSOCIATION		50,000		46,250
	LAWDALE CHRISTIAN DEVELOPMENT CORPORATION - OGDEN		30,000		27,750
	LEGAL ASSISTANCE FOUNDATION - METROPOLITAN CHICAGO		40,500		37,463
	LITTLE VILLAGE COMMUNITY DEVELOPMENT CORP		25,000		23,125
	METROPOLITAN FAMILY SERVICES - CALUMET CENTER		30,000		27,750
	METROPOLITAN FAMILY SERVICES - NORTH CENTER		30,000		27,750
	NEAR NORTHWEST NEIGHBORHOOD NETWORK		44,000		40,700
	NOBEL NEIGHBORS		30,000		27,750
	NORTH RIVER COMMISSION		30,000		27,750
	RAVENSWOOD COMMUNITY COUNCIL		35,000		32,375
	REGIONAL REDEVELOPMENT CORPORATION		25,000		23,125
	ROGERS PARK COMMUNITY COUNCIL - MORSE		35,000		32,375
	SAINT ALBE COMMUNITY DEVELOPMENT CORPORATION		35,000		32,375
	SAMARITAN COMMUNITY CENTER - DEVON		20,000		18,500
	SOUTH AUSTIN COALITION COMMUNITY COUNCIL		45,000		41,625
	THE RESURRECTION PROJECT		30,000		27,750
	WEST AVALON CIVIC GROUP, INC.		27,000		24,975
	WESTSIDE FEDERATION		27,000		24,975
	WESTTOWN CONCERNED CITIZENS COALITION (WCCC)		31,500		29,138
	ZAM'S HOPE		20,000		18,500

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	COMMUNITY PROGRAMS/PROFESSIONAL AND				
	TECHNICAL SERVICES-2550				
.0135	FOR DELEGATE AGENCIES		838,400		775,521
	 <u>HOUSEHOLD SERVICES-3550</u>				
0044	FRINGE BENEFITS		605,947		205,206
	 COMMUNITY SERVICE OPTIONS, INC.		32,400		29,970
	CORPORATION FOR SUPPORTIVE HOUSING		20,000		18,500
	GREATER SOUTHWEST DEVELOPMENT CORPORATION		90,000		83,250
	JOHN MARSHALL LAW SCHOOL		33,000		30,525
	LAWYERS COMMITTEE FOR BETTER HOUSING - STATE		45,000		41,625
	LEGAL ASSISTANCE FOUNDATION - METROPOLITAN CHICAGO		90,000		83,250
	METROPOLITAN PLANNING COUNCIL		50,000		46,250
	METROPOLITAN TENANTS ORGANIZATION		100,000		92,500
	Neighborhood Housing Services of Chicago		75,000		69,375
	NATIONAL TRAINING AND INFORMATION CENTER		29,000		26,825
	NORTHWEST SIDE HOUSING CENTER		58,000		53,650
	REBUILDING TOGETHER/METRO CHICAGO		90,000		83,250
	SINGLE ROOM HOUSING ASSISTANCE CORP. - SHEFFIELD		58,500		54,113
	Tax Assistance Program - It Adds Up		67,500		62,438

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	HOME REPAIR FOR ACCESSIBLE AND				
	INDEPENDENT LIVING (H-RAIL)-2570				
.0135	FOR DELEGATE AGENCIES		2,464,521		2,279,682
	ALBANY PARK COMMUNITY CENTER, INC. - LAWRENCE		45,000		41,625
	ASHBURN LOCAL DEVELOPMENT		100,000		92,500
	BACK OF THE YARDS NEIGHBORHOOD COUNCIL		157,000		145,225
	BICKERDIKE REDEVELOPMENT CORPORATION - NORTH		121,500		112,388
	CHICAGO URBAN LEAGUE DEV. CORP. - S. MICHIGAN AVE.		64,000		59,200
	CHRISTIAN CHURCHES CARING, INC.		70,000		64,750
	COUNCIL FOR JEWISH ELDERLY		80,000		74,000
	EDGEWATER COMMUNITY COUNCIL		72,000		66,600
	GENESIS HOUSING DEVELOPMENT CORPORATION		40,000		37,000
	GREATER AUBURN - GRESHAM DEVELOPMENT CORPORATION		80,000		74,000
	GREATER SOUTHWEST DEVELOPMENT CORPORATION		162,000		149,850
	Hull House Association		40,000		37,000
	LATIN UNITED COMMUNITY HOUSING ASSOCIATION		151,000		139,675
	Neighborhood Housing Services of Chicago		155,000		143,375
	NEAR WEST SIDE COMMUNITY DEVELOPMENT CORP., INC.		210,000		194,250
	Ramp Up Foundation/UCP Chicago		120,021		111,019
	RAVENSWOOD COMMUNITY COUNCIL		83,000		76,775
	ROGERS PARK COMMUNITY COUNCIL - MORSE		80,000		74,000
	SHOREBANK NEIGHBORHOOD INSTITUTE - HARRISON		180,000		166,500
	THE RESURRECTION PROJECT		50,000		46,250
	Uptown Chicago Commission		50,000		46,250
	UNITED NEIGHBORHOOD ORGANIZATION OF CHICAGO		248,000		229,400
	VOICE OF THE PEOPLE IN UPTOWN, INC.		42,000		38,850
	WILL FEED COMMUNITY ORGANIZATION		64,000		59,200

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	HEAT RECEIVER PROGRAM-2575				
.9126	FOR HEAT RECEIVERSHIP PROGRAM		500,000		400,000

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	MULTI-FAMILY LOAN PROGRAM-2595				
.9103	REHABILITATION LOANS AND GRANTS		8,581,733		5,681,733

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	HOMEOWNERSHIP HOUSING COUNSELING				
	CENTERS-2605				
.0135	FOR DELEGATE AGENCIES		332,500		307,563
	ACORN HOUSING CORPORATION		22,500		20,813
	CHICAGO URBAN LEAGUE DEV. CORP. - S. MICHIGAN AVE.		25,000		23,125
	LATIN UNITED COMMUNITY HOUSING ASSOCIATION		40,000		37,000
	NOBEL NEIGHBORS		25,000		23,125
	ROGERS PARK COMMUNITY DEVELOPMENT CORPORATION		150,000		138,750
	SPANISH COALITION FOR HOUSING		70,000		64,750

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	21-DEPARTMENT OF HOUSING				
	CITYWIDE RESOURCE CENTERS-2690				
.0135	FOR DELEGATE AGENCIES		426,600		394,607
	ACCESS LIVING OF METROPOLITAN CHICAGO		46,800		43,290
	CENTER FOR CONFLICT RESOLUTION		40,500		37,463
	CENTER FOR DISABILITY AND ELDER LAW		52,500		48,563
	COMMUNITY INVESTMENT CORPORATION		44,100		40,793
	Latinos United		60,000		55,500
	LAWYERS COMMITTEE FOR BETTER HOUSING - STATE		54,000		49,950
	LEADERSHIP COUNCIL FOR METROPOLITAN OPEN COMMUNITY		52,200		48,285
	METROPOLITAN TENANTS ORGANIZATION		40,500		37,463
	SPANISH COALITION FOR HOUSING		36,000		33,300

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	23-DEPARTMENT OF CULTURAL AFFAIRS				
	CULTURAL OUTREACH/ COMMUNITY				
	ARTS DEVELOPMENT-2515				
.0135	FOR DELEGATE AGENCIES		516,100		477,393
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		177,874		158,308
	AMERICAN THEATER COMPANY		30,000		27,750
	Beyondmedia Education		13,000		12,025
	CHICAGO YOUTH CENTERS, INC. - ELLIOT DONNELLY		13,000		12,025
	ETA CREATIVE ARTS FOUNDATION		27,925		25,831
	FREE STREET PROGRAMS, INC.		15,000		13,875
	Hull House Association		10,000		9,250
	Institute of Puerto Rican Arts and Culture (IPRAC)		89,480		82,769
	Korean American Community Services		10,500		9,713
	KUUMBA LYNX		25,000		23,125
	Muntu Dance Theatre of Chicago		21,105		19,522
	MARWEN		20,000		18,500
	MERIT MUSIC PROGRAM		12,000		11,100
	MEXICAN FINE ARTS CENTER MUSEUM		30,597		28,302
	NAIWA DANCE CORPS		18,000		16,650
	OLO TOWN SCHOOL OF FOLK MUSIC		10,000		9,250
	PEGASUS PLAYERS		25,000		23,125
	PUERTO RICAN ARTS ALLIANCE		30,000		27,750
	READING IN MOTION		17,000		15,725
	Street-Level Youth Media		14,000		12,950
	SEGUNDO RUIZ BELVIS CULTURAL CENTER		18,000		16,650
	THE SALVATION ARMY - PULASKI RO.		10,000		9,250
	URBAN GATEWAYS: THE CENTER FOR ARTS IN EDUCATION		38,493		35,606
	YOUTH GUIDANCE (YG)		10,000		9,250
	ZAM'S HOPE		8,000		7,400

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	27-DEPARTMENT OF FINANCE				
	SPECIAL ACCOUNTING DIVISION-2505				
.0039	FOR THE EMPLOYMENT OF STUDENT AS TRAINEES		20,000		
.0142	ACCOUNTING AND AUDITING		147,500		20,000

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	31-DEPARTMENT OF LAW				
	BUILDING AND HOUSING IMPROVEMENT-2510				
	<u>DEMOLITION LEGAL SERVICES-3510</u>				
1643	ASSISTANT CORPORATION COUNSEL	1	90,312		
1643	ASSISTANT CORPORATION COUNSEL	2	89,172		
0044	FRINGE BENEFITS		581,921		460,345

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	NEIGHBORHOOD HEALTH CENTER CENTRAL				
	MANAGEMENT-2510				
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		916,029		815,266

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	LEAD POISONING PREVENTION-2555				
	 <u>LEAD PAINT IDENTIFICATION AND</u>				
	<u>ABATEMENT-3555</u>				
0831	PERSONAL COMPUTER OPERATOR III	1	30,720		
0044	FRINGE BENEFITS		795,321		783,094

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	FAMILY VIOLENCE PREVENTION INITIATIVE-2565				
.0135	FOR DELEGATE AGENCIES		366,262		338,793
	Asian Human Services, Inc.		36,178		33,465
	ALBANY PARK COMMUNITY CENTER, INC. - N. KIMBALL		50,000		46,250
	CHICAGO YOUTH PROGRAMS, INC. - CHILDREN'S MEMORIAL		42,816		39,605
	Heartland Human Care Services, Inc.		35,000		32,375
	PROLOGUE, INC.		31,000		28,675
	SOUTH SIDE HELP CENTER		48,000		44,400
	SOUTH-EAST ASIA CENTER - BROADWAY		35,000		32,375
	ST. PIUS V PARISH		32,268		29,848
	TAPROOTS, INC.		56,000		51,800

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND**STRIKE****ADD**

Code	Department and Item	Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	PRIMARY HEALTHCARE FOR THE HOMELESS-				
	2566				
.0135	FOR DELEGATE AGENCIES		112,045		103,642
	PCC COMMUNITY WELLNESS CENTER - FRANKLIN		65,700		60,773
	ROSELAND CHRISTIAN HEALTH MINISTRIES		46,345		42,869

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	UPTOWN NEIGHBORHOOD HEALTH CENTER-2570				
	<u>UPTOWN NEIGHBORHOOD HEALTH CENTER-</u>				
	<u>3570</u>				
0431	CLERK IV	2	30,720		
0429	CLERK II	2	23,256		
0044	FRINGE BENEFITS		772,327		714,712

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	41-DEPARTMENT OF PUBLIC HEALTH				
	HIGH RISK PRIMARY HEALTH CARE-2597				
.0135	FOR DELEGATE AGENCIES		442,963		409,741
	ALEXIAN BROTHERS BONAVENTURE HOUSE		58,514		54,125
	BRIDGING THE TY'S TO JORDAN, INC.		57,003		52,728
	CHICAGO HOUSE AND SOCIAL SERVICE AGENCY		159,000		147,075
	COMMUNITY SUPPORTIVE LIVING SYSTEMS, INC.		45,446		42,038
	FOR YOUR CONSCIOUSNESS MINISTRIES		23,000		21,275
	ROSELAND CHRISTIAN HEALTH MINISTRIES		50,000		46,250
	SOUTHWEST WOMEN WORKING TOGETHER (SWWT)		50,000		46,250

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	45-COMMISSION ON HUMAN RELATIONS EDUCATION, OUTREACH AND INTERGROUP RELATIONS-2505				
	<u>EDUCATION, OUTREACH AND INTERGROUP RELATIONS-3505</u>				
3095	HUMAN RELATIONS SPECIALIST I	1	36,984		
0044	FRINGE BENEFITS		110,082		95,362

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND**STRIKE****ADD**

Code	Department and Item	Number	Amount	Number	Amount
	45-COMMISSION ON HUMAN RELATIONS				
	FAIR HOUSING-2510				
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		326,156		290,279

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	47-CHICAGO DEPARTMENT ON AGING ADMINISTRATION-2505				
.9651	TO REIMBURSE CORPORATE FUND FOR IN- DIRECT EXPENSES		200,024		178,021
	<u>ADMINISTRATION-3505</u>				
0693	REPROGRAPHICS TECHNICIAN II	1	36,984		
0044	FRINGE BENEFITS		75,696		60,976

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	47-CHICAGO DEPARTMENT ON AGING				
	SUPPORTIVE SERVICES TO THE ELDERLY-2515				
	<u>SUPPORTIVE SERVICES TO THE ELDERLY-3515</u>				
3040	ASSISTANT SPECIALIST IN AGING	2	56,184	1	56,184
3040	ASSISTANT SPECIALIST IN AGING	1	53,640		
3040	ASSISTANT SPECIALIST IN AGING	1	33,708		
0044	FRINGE BENEFITS		159,179		91,451

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE	ADD
Code	Department and Item	Number	Amount
47-CHICAGO DEPARTMENT ON AGING			
INDEPENDENT LIVING FOR THE ELDERLY-2525			
.0135	FOR DELEGATE AGENCIES	1,695,140	1,568,005
	Ada S. McKinley Community Services, Inc.	60,000	55,500
	BACK OF THE YARDS NEIGHBORHOOD COUNCIL	30,000	27,750
	BETHEL NEW LIFE, INC.	22,000	20,350
	Casa Central	25,000	23,125
	Centers for New Horizons	20,000	18,500
	CHICAGO LIGHTHOUSE FOR PEOPLE WHO ARE BLIND	17,975	16,627
	CHINESE AMERICAN SERVICE LEAGUE	50,000	46,250
	CHRISTIAN CHURCHES CARING, INC.	70,000	64,750
	EDGEWATER COMMUNITY COUNCIL	20,000	18,500
	GUILD FOR THE BLIND	10,000	9,250
	H.O.M.E. - ROOSEVELT	95,000	87,875
	Hull House Association	50,000	46,250
	HAPPY COMPANION, INC.	13,400	12,395
	HYDE PARK NEIGHBORHOOD CLUB	25,000	23,125
	INDO AMERICAN CENTER	20,000	18,500
	INSTITUTE OF WOMEN TODAY	12,000	11,100
	KOREAN AMERICAN SENIOR CENTER	15,000	13,875
	OPEN KITCHENS, INC.	1,000,000	925,000
	RAVENSWOOD COMMUNITY COUNCIL	15,000	13,875
	ROGERS PARK COMMUNITY COUNCIL - MORSE	30,000	27,750
	SOUTH AUSTIN COALITION COMMUNITY COUNCIL	15,000	13,875
	ST. GERTRUDE CHURCH (HEART TO HEART MINISTRY)	29,765	27,533
	TRINITY NETWORK/TRINITY RESURRECTION UNITED CHURCH	10,000	9,250
	VIETNAMESE ASSOCIATION OF ILLINOIS	15,000	13,875
	WYATT COMMUNITY AND FAMILY LIFE CENTER	25,000	23,125

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND**STRIKE****ADD**

Code	Department and Item	Number	Amount	Number	Amount
	47-CHICAGO DEPARTMENT ON AGING				
	FAMILY VIOLENCE PREVENTION INITIATIVE-2530				
.0135	FOR DELEGATE AGENCIES		80,000		74,000
	COALITION OF LIMITED SPEAKING ELDERLY		55,000		50,875
	METROPOLITAN FAMILY SERVICES - CALUMET CENTER		25,000		23,125

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
48-MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES					
ADMINISTRATION-2503					
.9651	TO REIMBURSE CORPORATE FUND FOR IN-				
	DIRECT EXPENSES		460,074		409,466

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	48-MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES				
	INDEPENDENT LIVING FOR DISABLED PERSONS-				
	2510				
.0135	FOR DELEGATE AGENCIES		923,935		854,640
	ADDUS HEALTHCARE, INC.		270,980		250,657
	HELP AT HOME, INC.		207,955		192,358
	LESTER AND ROSALIE ANIXTER CTR- INDEPENDENT LIVING		400,000		370,000
	RECORDING FOR THE BLIND AND DYSLEXIC		45,000		41,625

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE

ADD

Code	Department and Item	Number	Amount	Number	Amount
	48-MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES				
	DISABLED YOUTH PEER DEVELOPMENT				
	INITIATIVE-2520				
.0135	FOR DELEGATE AGENCIES		21,125		19,541
	UNIVERSITY OF ILLINOIS IN CHICAGO		21,125		19,541

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
48-MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES					
HOME MOD PROGRAM-2525					
.0135	FOR DELEGATE AGENCIES		250,000		231,250
	EXTENDED HOME LIVING SERVICES, INC.		250,000		231,250

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE	ADD		
Code	Department and Item	Number	Amount	Number	Amount
52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES					
CHILDREN AND YOUTH SERVICES-2505					
.0135	FOR DELEGATE AGENCIES		8,570,271		7,927,512
.9651	TO REIMBURSE CORPORATE FUND FOR IN-DIRECT EXPENSES		330,470		294,118
YOUTH SERVICES-3507					
3910	PROJECT DIRECTOR CHICAGO FOR YOUTH	1	96,564		
0044	FRINGE BENEFITS		462,431		423,999
A KNOCK AT MIDNIGHT, NFP					
			10,000		9,250
A.Y.F. MAJOR ADAMS COMMUNITY COMMITTEE					
			27,000		24,975
Ada S. McKinley Community Services, Inc.					
			61,765		57,133
Albany Park Theater Project					
			29,417		27,211
Asian Human Services, Inc.					
			28,500		26,363
ABJ COMMUNITY SERVICES - 71ST ST.					
			58,000		53,650
ABRAHAM LINCOLN CENTER					
			87,825		81,238
AGAPE YOUTH DEVELOPMENT AND FAMILY SUPPORT					
			38,518		35,629
ALBANY PARK COMMUNITY CENTER, INC. - W. LAWERENCE					
			110,515		102,226
ALBANY PARK COMMUNITY CENTER, INC. - W. WILSON					
			47,000		43,475
ALLIANCE FOR COMMUNITY EMPOWERMENT					
			25,000		23,125
ALLIANCE FOR COMMUNITY PEACE					
			64,531		59,691
ALLIANCE OF LOGAN SQUARE ORGANIZATIONS					
			25,000		23,125
ALTERNATIVES, INC.					
			38,858		35,944
AMERICAN INDIAN CENTER					
			45,000		41,625
ARAB AMERICAN ACTION NETWORK - W. 63RD ST.					
			33,635		31,112
ASHBURN LOCAL DEVELOPMENT					
			35,000		32,375
ASSOCIATION HOUSE OF CHICAGO					
			28,000		25,900
BACK OF THE YARDS NEIGHBORHOOD COUNCIL					
			94,965		87,843
BEACON STREET GALLERY AND PERFORMANCE COMPANY					
			28,800		26,640
BENTON HOUSE OVER 21 COMM. INC. - GRATTEN					
			42,500		39,313
BETHANY BRETHREN COMMUNITY CENTER					
			38,000		35,150
BIG BROTHERS BIG SISTERS OF METROPOLITAN CHICAGO					
			117,006		108,231
BLACK ON BLACK LOVE					
			30,000		27,750
BLUE GARGOYLE COMMUNITY SERVICES					
			29,500		27,288
BLUE GARGOYLE COMMUNITY SERVICES - WOODLAWN					
			29,926		27,682
BOBBY E. WRIGHT CCMHC, INC.					
			32,785		30,326
BOSNIAN AND HERZEGOVINIAN AMERICAN COMM. CENTER					
			27,363		25,311
BOYS AND GIRLS CLUBS OF CHICAGO					
			266,008		246,057
BOYS AND GIRLS CLUBS OF CHICAGO - VALENTINE					
			145,000		134,125

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES					
CHILDREN AND YOUTH SERVICES-2505					
	BUILD INC.		114,000		105,450
	Casa Central		30,000		27,750
	Centro Romero		25,000		24,050
	Chicago Youth Programs, Inc. - UPTOWN		25,000		23,125
	CABRINI CONNECTIONS - HURON		40,347		37,321
	CALVARY'S COMMUNITY COMPLEX		49,299		45,602
	CAMBOOIAN ASSOCIATION OF ILLINOIS		25,000		24,050
	CAMP FIRE USA METROPOLITAN CHICAGO COUNCIL		25,650		23,726
	CANAAN COMMUNITY REDEVELOPMENT CORPORATION		40,000		37,000
	CAROLE ROBERTSON CENTER FOR LEARNING		77,236		71,443
	CASA AZTLAN		41,083		38,002
	CATHOLIC BISHOP - HOLY CROSS IHM PARISH		41,323		38,224
	CATHOLIC BISHOP OF CHICAGO - PRESENTATION		76,760		71,003
	CATHOLIC BISHOP OF CHICAGO - ST. AGATHA CHURCH		83,559		77,292
	CATHOLIC BISHOP OF CHICAGO - ST. SABINA		106,650		98,651
	CATHOLIC YOUTH MINISTRY CENTER AT MORGAN PARK H.S.		35,000		32,375
	CENTER OF HIGHER DEVELOPMENT		30,000		27,750
	CENTERS FOR NEW HORIZONS - KING DRIVE		55,296		51,149
	CHANGING A GENERATION FOUNDATION		10,000		9,250
	CHICAGO AREA PROJECT - MICHIGAN		152,521		141,082
	CHICAGO HOUSE AND SOCIAL SERVICE AGENCY		25,000		23,125
	CHICAGO SOUTH SWIM CLUB		28,500		26,363
	CHICAGO YOUTH CENTERS - FELLOWSHIP HOUSE		45,000		41,625
	CHICAGO YOUTH CENTERS, INC. - ABC YOUTH CENTER		45,236		41,843
	CHICAGO YOUTH CENTERS, INC. - CENTRO NUESTRO		48,000		44,400
	CHICAGO YOUTH CENTERS, INC. - ELLIOT DONNELLY		72,829		67,367
	CHICAGO YOUTH CENTERS, INC. - REBECCA CROWN CENTER		29,245		27,052
	CHICAGO YOUTH PROGRAM, INC. - WASHINGTON PARK		25,000		23,125
	CHICAGO YOUTH PROGRAMS, INC. - CABRINI GREEN		25,000		23,125
	CHILD LINK, CABRINI GREEN YOUTH AND FAMILY SERVICE		45,000		41,625
	CHILD LINK, CABRINI GREEN YOUTH AND FAMILY SVCS.		35,000		32,375
	CHINESE AMERICAN SERVICE LEAGUE - SOCIETY PROGRAM		29,925		27,681
	CHINESE MUTUAL AID ASSOCIATION - W. ARGYLE ST.		28,500		26,363
	CHRIST CENTER TRUTH MINISTRY		22,500		20,813
	CHRIST WAY BAPTIST CHURCH		10,000		9,250
	CHRISTIAN FELLOWSHIP FLOCK/CHOSEN GENERATION		10,000		9,250
	COSMOPOLITAN CHURCH OF PRAYER		30,000		27,750
	COUNSELING CENTER OF LAKEVIEW - W. GREENLEAF AVE.		35,000		32,375

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		STRIKE	ADD
Code	Department and Item	Number	Amount
52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES			
CHILDREN AND YOUTH SERVICES-2505			
	E.F. GHOUGHAN AND ASSOCIATES, INC.	26,600	24,605
	EDGEWATER COMMUNITY COUNCIL	45,648	42,224
	ERIE NEIGHBORHOOD HOUSE	62,000	57,350
	ETHIOPIAN COMMUNITY ASSOCIATION OF CHICAGO, INC.	25,000	23,125
	FAMILY CARES (AFC) MISSION	14,000	12,950
	FORWARD P.C.	41,083	38,002
	FRATERNITE NOTRE DAME, INC. N. CENTRAL AVE.	30,000	27,750
	Girls In the Game	48,050	44,446
	GADS HILL CENTER	41,904	38,761
	GIRL SCOUTS OF CHICAGO	37,479	34,668
	GOOD CITY	20,000	18,500
	GOOD HOPE, NFP	20,000	18,500
	GREENSTONE UNITED METHODIST CHURCH	40,000	37,000
	Heartland Human Care Services, Inc.	35,000	32,375
	Hull House Association	52,855	48,891
	HENRY BOOTH HOUSE - DEARBORN	42,765	39,558
	HERMOSA COMMUNITY ORGANIZATION	47,500	43,938
	HIGHTSIGHT	62,155	57,493
	HOME OF LIFE COMMUNITY DEVELOPMENT CORPORATION	69,977	64,729
	HORIZONS COMMUNITY SERVICES	45,000	41,625
	HOWARD AREA COMMUNITY CENTER - PAULINA	39,454	36,495
	HYDE PARK NEIGHBORHOOD CLUB	30,000	27,750
	I CARE MINISTRIES - IOWA	30,500	28,213
	INDO AMERICAN CENTER	28,000	25,900
	INFORMATION PROCESSING CENTER, DMI	40,000	37,000
	INSTITUTE FOR POSITIVE LIVING	28,500	26,363
	INSTITUTE OF POSITIVE EDUCATION	29,475	27,264
	INSTITUTO DEL PROGRESO LATINO	83,224	76,982
	JHP COMMUNITY CENTER	20,000	18,500
	KENWOOD OAKLAND COMMUNITY ORGANIZATION	32,000	29,600
	LASALLE STREET CYCLE	51,000	47,175
	LATINO YOUTH, INC.	54,000	49,950
	LAWNDALE COMMUNITY OUTREACH SERVICES	30,000	27,750
	LEARNING NETWORK CENTER	87,500	80,938
	LESTER & ROSALIE ANIXTER CENTER - CLYBOURN	51,294	47,447
	LIFE DIRECTIONS	25,000	23,125
	LOCAL MOTIONS, INC.	20,000	18,500
	LOGAN SQUARE NEIGHBORHOOD ASSOCIATION	68,220	63,104

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025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE	ADD
Code	Department and Item	Number	Amount
52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES			
CHILDREN AND YOUTH SERVICES-2505			
	Marlon Nzinda Stamps Youth Center	45,000	41,625
	MAKE A DIFFERENCE YOUTH FOUNDATION - EMERALD	59,651	55,177
	MENTORING INITIATIVES	30,000	27,750
	MERCY HOME FOR BOYS AND GIRLS	33,315	30,816
	METRO CHICAGO YOUTH FOR CHRIST	48,050	44,446
	METROPOLITAN FAMILY SERVICES - CALUMET CENTER	22,500	20,813
	METROPOLITAN FAMILY SERVICES - F.A.S.T.	25,000	23,125
	METROPOLITAN FAMILY SERVICES - NORTH CENTER	65,732	60,802
	METROPOLITAN FAMILY SERVICES - SOUTH CHICAGO CTR	25,000	23,125
	MIO AUSTIN STEERING COMMITTEE	22,000	20,350
	MR. MALO YOUTH CENTER	25,000	23,125
	MUJERES LATINAS EN ACCION	31,535	29,170
	New Original Ministries	30,000	27,750
	NATIONAL CENTER FOR VIOLENCE INTERRUPTION	40,000	37,000
	NEAR NORTH DEVELOPMENT CORPORATION - CLYBOURN	20,000	18,500
	NEAR NORTHWEST CIVIC COMMITTEE	25,000	23,125
	NEAR NORTHWEST NEIGHBORHOOD NETWORK	40,000	37,000
	NEIGHBORHOOD BOYS AND GIRLS CLUB	153,760	142,228
	NEW G FANCY DRILL TEAM AND PERFORMANCE ARTS - BGCC	20,000	18,500
	NEW HORIZON ORGANIZATION	25,000	23,125
	NEW HORIZONS FOR YOUTH COLLABORATIVE	30,082	27,826
	NEW PHOENIX ASSISTANCE CENTER	65,000	60,125
	OUR LADY OF GOOD COUNSEL	25,000	23,125
	PASSAGES ALTERNATIVE LIVING PROGRAM, INC. - 35TH	30,650	28,351
	PILSEN LITTLE VILLAGE COMMUNITY MENTAL HEALTH CTR.	50,000	46,250
	POLISH AMERICAN ASSOCIATION	95,000	87,875
	POPE JOHN PAUL II SCHOOL	40,000	37,000
	PREVENTION PARTNERSHIP, INC.	71,359	66,007
	PROLOGUE, INC.	25,000	23,125
	R.B.C. COMMUNITY SERVICE CENTER - 51ST ST.	36,400	33,670
	REACH-ONE TEACH ONE EDUCATIONAL OUTREACH	28,108	26,000
	ROGERS PARK COMMUNITY COUNCIL - MORSE	75,000	69,375
	ROSELAND COMMUNITY DEVELOPMENT CORPORATION	25,000	23,125
	ROSELAND YOUTH CENTER	100,000	92,500
	Street-Level Youth Media	20,000	18,500
	SAFER FOUNDATION - JACKSON	50,000	46,250
	SGA YOUTH AND FAMILY SERVICES	128,529	118,890
	SINAI COMMUNITY INSTITUTE	26,000	24,050

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		STRIKE	ADD
Code	Department and Item	Number	Amount
		Number	Amount
52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES			
CHILDREN AND YOUTH SERVICES-2505			
	SOUTH CENTRAL COMMUNITY SERVICES, INC. - ELLIS	72,675	67,224
	SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER (SEADAC)	43,700	40,423
	SOUTH SHORE DRILL TEAM/PERF. ARTS ENS. - COTTAGE	61,624	57,002
	SOUTH SIDE HELP CENTER	48,050	44,446
	SOUTHWEST YOUTH COLLABORATIVE	30,000	27,750
	ST. AGNES OF BOHEMIA	10,000	9,250
	ST. PAUL CHURCH OF GOD IN CHRIST	25,000	23,125
	ST. PIUS V PARISH	42,750	39,544
	SULLIVAN HOUSE - ALTERNATIVE HIGH SCHOOL	10,000	9,250
	SUNLIGHT AFRICAN COMMUNITY CENTER	30,000	27,750
	T.E.A.M., INC.	20,000	18,500
	The Neighborhood Technology Resource Center	31,713	29,335
	TEEN LIVING PROGRAMS	48,500	44,863
	THE CONGREGATIONAL CHURCH OF PARK MANOR, UCC	40,000	37,000
	THE HELLENIC FOUNDATION - SHERIDAN	25,000	23,125
	THE LOVE FOUNDATION	30,000	27,750
	THE MIRACLE CENTER - ADAMS	30,869	28,554
	THE NIGHT MINISTRY	75,000	69,375
	THE SALVATION ARMY - PULASKI RD.	30,000	27,750
	THE SUPPORT GROUP	50,000	46,250
	THE URBAN PHOTOGRAPHERS' FORUM	12,850	11,886
	THE YOUTH CAMPUS	25,000	23,125
	TO BE DETERMINED	49,000	45,325
	TOBACCO ROAD, INC.	20,000	18,500
	TRINITY RESOURCES UNLIMITED, INC. - WALLER	38,267	35,397
	Union League Boys and Girls Clubs	30,000	27,750
	UNION AVENUE COMMUNITY OUTREACH	68,000	62,900
	UNIVERSAL FAMILY CONNECTION, INC. - EMPLOYMENT PGM	40,000	37,000
	VIETNAMESE ASSOCIATION OF ILLINOIS	25,000	23,125
	VILLAGE RESOURCE MINISTRIES	25,000	23,125
	WECAN DEVELOPMENT CORPORATION	30,000	27,750
	WESTSIDE BAPTIST MINISTERS CONFERENCE	47,500	43,938
	WESTTOWN CONCERNED CITIZENS COALITION (WCCC)	38,475	35,589
	WICKER PARK LEARNING CENTER	43,245	40,002
	WILL FEED COMMUNITY ORGANIZATION - PEACE CENTER	28,500	26,363
	WORLDWIDE FAMILY CENTER	33,250	30,756
	Youth as Possibility Chicago	10,000	9,250
	YMCA - GREATER ROSELAND	47,617	44,046

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	52-DEPARTMENT OF CHILDREN AND YOUTH SERVICES				
	CHILDREN AND YOUTH SERVICES-2505				
	YMCA - North Lawndale (URBAN PROGRAMS)		30,000		27,750
	YMCA - PILSEN/LITTLE VILLAGE		30,375		28,097
	YMCA - SOUTH CHICAGO		27,500		25,438
	YMCA - SOUTH SIDE		26,000		24,050
	YMCA METRO CHICAGO		106,500		98,513
	YMCA METRO CHICAGO - HIGH RIDGE		28,500		26,363
	YMCA OF METROPOLITAN CHICAGO - STREET INTERVENTION		68,000		62,900
	YOUTH GUIDANCE (YG)		156,499		144,763
	YOUTH SERVICE PROJECT, INC.		34,235		31,667
	YWCA OF METROPOLITAN CHICAGO - HARRIS CENTER		57,347		53,046
	ZAM'S HOPE		25,000		23,125

3/1/2006

REPORTS OF COMMITTEES

71379

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	53-DEPARTMENT OF HUMAN SERVICES				
	PLANNING AND ADMINISTRATION-2505				
.9651	TO REIMBURSE CORPORATE FUNO FOR IN-DIRECT EXPENSES		447,171		397,982

71380

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3/1/2006

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

STRIKE				ADD	
Code	Department and Item	Number	Amount	Number	Amount
	53-DEPARTMENT OF HUMAN SERVICES				
	HOMELESS CAPITAL FUND-2565				
.9169	FOR HOMELESS PROGRAM EXPENSES AND GRANT MATCH		\$50,000		

3/1/2006

REPORTS OF COMMITTEES

71381

Corrections And Revisions Of Community Development
Block Grant Year XXXII Ordinance.

025-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XXXII FUND

		STRIKE		ADD	
Code	Department and Item	Number	Amount	Number	Amount
	67-DEPARTMENT OF BUILDINGS				
	HAZARDOUS BUILDING CLEARANCE-2520				
	<u>HAZARDOUS BUILDING CLEARANCE-3520</u>				
0303	ADMINISTRATIVE ASSISTANT III	1	36,984		
0044	FRINGE BENEFITS		913,448		898,728

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT
FEE FUNDS FOR ACQUISITION AND DEVELOPMENT
OF COMMUNITY PARK AT WEST 62ND STREET
AND SOUTH CENTRAL AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

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 for the expansion of open space and recreational facilities for the Clearing Community 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) 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Clearing Community Area ("Clearing") have deepened the already significant deficit of open space in said 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

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"), was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, NeighborSpace has acquired privately owned land (the "Project") for a purchase price not to exceed One Hundred Thousand Dollars (\$100,000) (the "Purchase Price") which land was subsequently developed by a third party into a park located generally at West 62nd Street and South Central Avenue, in Chicago, Illinois; and

WHEREAS, D.P.D. wishes to reimburse NeighborSpace for a portion of the Purchase Price with proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed Fifty Thousand Dollars (\$50,000) (the "Grant") having found that the Project would provide a direct and material benefit to the residents of the Fee-Paying Developments in Clearing originating the Open Space Fees and which funds were not available at the time the Project was undertaken; and

WHEREAS, NeighborSpace has agreed to accept the Grant subject to the terms and conditions specified in the grant agreement attached hereto as Exhibit A (the "Grant Agreement"); and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected and it was intended that Open Space Fees once collected be used to reimburse the NeighborSpace; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and

materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees to partially fund 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. 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 4. 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".

Grant Agreement.

This grant agreement (this "Agreement") is entered into as of _____, ____ (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("D.P.D."), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties".

Recitals.

Whereas, The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

Whereas, The Department of Revenue has collected Open Space Fees (the "Open Space Fees Proceeds") for new dwelling units built in the community of _____ (the "Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code ____; and

Whereas, NeighborSpace was established as a not-for-profit corporation by the City, the Chicago Park District, an Illinois municipal corporation, and the Forest Preserve District of Cook County, an Illinois special district, for the purposes of owning, leasing, managing or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups; and

Whereas, NeighborSpace has purchased property generally located at West 62nd Street and South Central Avenue, in Chicago (the "Project") so that the residents of the Community can establish a community garden and park at the above address to benefit the residents, as such property is legally described in (Sub)Exhibit A hereto (the "Property"); and

Whereas, D.P.D. desires to provide to NeighborSpace Open Space Fees in an amount not to exceed \$_____ (the "Grant") for the Project; and

Whereas, On _____, the City Council of the City adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages _____ to _____ finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions (the "Authorizing Ordinance"); and

Whereas, Under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

Whereas, The City and NeighborSpace have among their powers and authority to contract with each other to perform the undertakings described herein;

Now Therefore, In consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and NeighborSpace agree as follows:

Section 1.

The Grant.

1.1

Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the

Project after the City has reviewed and approved a budget for the Project, in such detail and with such supporting documentation as the City may require.

1.2

NeighborSpace hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, NeighborSpace must repay any such excess Grant funds to the City.

1.3

NeighborSpace is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

1.4

The source of funds for the City's obligations under this Agreement is the fund identified by CAPS Code _____. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject on every respect to the availability of funds as described in and limited by this Section 1.4. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

Section 2.

Covenants And Representations.

NeighborSpace hereby warrants, represents and/or covenants to the City that:

2.1

NeighborSpace will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on (Sub)Exhibit B.

2.2

NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

2.3

NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

2.4

NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

2.5

Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

2.6

There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting NeighborSpace that would materially impair its ability to perform under this Agreement.

2.7

NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

2.8

If the Grant, or a portion thereof, is used for construction, NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

2.9

NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 4 below.

2.10

NeighborSpace shall at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

2.11

NeighborSpace is an Illinois not-for-profit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986; and has provided the City a copy of the Internal Revenue Service Determination Letter evidencing such exemption. NeighborSpace shall at all times maintain such tax-exempt status.

2.12

NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

2.13

For a period of fifty (50) years after its acquisition of the Property, Neighborspace shall not, without the prior written consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld, either: (i) transfer title of the Property to a third party, or (ii) cease operating, or causing to be operated, the Property as a public park.

*Section 3.**Environmental Matters.*

3.1

It shall be the responsibility of NeighborSpace to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a public park or for any use whatsoever.

3.2

NeighborSpace agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. NeighborSpace shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. NeighborSpace agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for NeighborSpace.

3.3

Prior to inspecting the Property, NeighborSpace or its contractors, if any, must obtain insurance in accordance with Section 4 below, all necessary permits and, if applicable, a right of entry.

*Section 4.**Insurance.*

4.1

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, as applicable, insuring all operations related to this Agreement.

4.1.1 Workers' Compensation And Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement, if any, and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

4.1.2 Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work, if any.

4.1.3 Automobile Liability (Primary And Umbrella).

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

4.1.4 Professional Liability.

When any architects, engineers or professional consultants perform work, if any, in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

4.2

NeighborSpace will furnish to D.P.D. original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, if any, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. NeighborSpace shall submit evidence of insurance on the City's Insurance

Certificate Form or equivalent prior to disbursement of the Grant. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all the requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

4.3

NeighborSpace shall advise all insurers of the provisions of this Agreement regarding insurance. Nonconforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work, if any, until proper evidence of insurance is provided, or this Agreement may be terminated.

4.4

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

4.5

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

4.6

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

4.7

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified by this Agreement or by law.

4.8

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by NeighborSpace under this Agreement.

4.9

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

4.10

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of NeighborSpace unless otherwise specified herein.

4.11

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

*Section 5.**Indemnification.*

NeighborSpace will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of NeighborSpace and/or any contractors or subcontractors in implementing the Project, if any, or NeighborSpace's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

*Section 6.**No Liability Of Officials.*

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

Section 7.

Default And Remedies.

7.1

If NeighborSpace, without the City's written consent (which consent shall not be unreasonably withheld), (i) transfers title to the Property to a third party after the Closing Date, or (ii) defaults by failing to perform any of its obligations under this Agreement, then the City may terminate this Agreement if such default is not cured as provided in Section 7.2 below. If the City so terminates this Agreement, NeighborSpace shall repay the City promptly any amounts received pursuant to this Agreement.

7.2

Prior to termination, the City will give NeighborSpace a thirty (30) day advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the thirty (30) day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the thirty (30) day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

7.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

Section 8.

No Business Relationships With Elected Officials.

8.1

Pursuant to Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter

involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

8.2

Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

Section 9.

General Conditions.

9.1 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either Party without the express prior written consent of the other Party.

9.2 Construction Of Words.

As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

9.3 Counterparts.

This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

9.4 Entire Agreement.

This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

9.5 Exhibits.

Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

9.6 Governing Law, Venue And Consent To Jurisdiction.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

9.7 Inspection And Records.

NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project and the Grant as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property. The rights of access and inspection provided in this Section 9.7 shall continue for five (5) years from the later of the expiration or the termination of this Agreement

9.8 Modification.

This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

9.9 Notice.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following: (a) personal service; (b) electronic communication, whether by telegram or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To The City

City of Chicago
Department of Planning and
Development
Attention: Commissioner
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Department of Law
City of Chicago
Attention: Finance and Economic
Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

To NeighborSpace:

NeighborSpace
25 East Washington Street, Suite 1670
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)
Attention: Executive Director

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

9.10 Parties' Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

9.11 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

9.12 Term.

The term of this Agreement (the "Term") begins on the Closing Date and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

9.13 Titles And Headings.

Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

9.14 Waiver.

Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing.

9.15 Foreign Assets Control Lists.

Neither NeighborSpace, nor any affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For the purposes of this paragraph, "Affiliate", when used to indicate a relationship with a specified person or entity, shall mean a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

In Witness Whereof, Each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

City of Chicago, an Illinois municipal
corporation, acting by and through
its Department of Planning and
Development

By: _____
Lori T. Healy,
Commissioner

NeighborSpace, an Illinois not-for-profit
corporation

By: _____
Mary Jo Schnell,
Executive Director

[(Sub)Exhibits "A" and "B" referred to in this Grant Agreement
with NeighborSpace unavailable at time of printing.]

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE
IMPACT FEE FUNDS FOR EXPANSION OF
PRINTER'S ROW PARK AT 631 SOUTH
FEDERAL STREET.

The Committee on the Budget and Government Operations submitted the following
report:

CHICAGO, March 1, 2006.

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 for the expansion of open space and recreational facilities for the South Loop Community 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) 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council 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 Area listed on Exhibit A attached hereto has deepened the already significant deficit of open space in that Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, D.P.D. and the Chicago 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 (the "Park District") have proposed the implementation of a project to create open spaces and recreational facilities in the Community Area listed on Exhibit A (the "Project"); and

WHEREAS, The City is the owner of certain parcels of property legally described on Exhibit A attached hereto, commonly known as 631 South Federal Street and 638 South Dearborn Street (the "Property"); and

WHEREAS, The Park District wishes to accept the transfer of the Property from the City and to construct the Project on the Property; and

WHEREAS, Such conveyance and improvements shall be made in accordance with the terms of an intergovernmental agreement between the City and the Park District in substantially the form of Exhibit B attached hereto (the "I.G.A."); and

WHEREAS, D.P.D. wishes to spend and to make available to the Park District proceeds of the Open Space Fees collected by D.O.R. in the amounts described on Exhibit A, for the purpose of partially funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Community Area described on Exhibit A; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. and the Park District have agreed to use the proceeds from the Open Space Fees, in the amount set forth on Exhibit A, for acquisition costs or capital improvements, or both, relating to the Project subject to the terms and conditions specified in the I.G.A.; 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 each of the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the 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 to partially fund the Project as proposed herein and on Exhibit A, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The City of Chicago hereby approves the conveyance of the Property to the Park District for One and no/100 Dollars (\$1.00).

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Park District for the purposes of the Project.

SECTION 5. 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 spend Open Space Fees proceeds in the amount listed on Exhibit A from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 6. 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 the Project, 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 the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 7. Open Space Fees in the amount of One Million Dollars (\$1,000,000) from the Loop Community Area Open Space Fees Fund are hereby appropriated for the Project.

SECTION 8. 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 9. 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".

Description Of Project.

1. Printer's Row Park Expansion.

Address:	631 South Federal Street
Community Area:	Loop
Description Of Project:	Land acquisition and expansion of Printer's Row Park. Two (2) non-dedicated roads covering three thousand (3,000) square feet of the expansion site will be closed and added to the existing Printer's Row Plaza, along with private parcels. The Chicago Department of Transportation has determined that the drives located both north and south of the existing park do not serve an important traffic function and are not public rights-of-way. The park expansion will provide approximately four thousand five hundred (4,500) square feet (.10 acres) of additional open space for the Loop Community Area that has a growing residential population.

Amount Of Open Space Fees: Not to exceed One Million Dollars (\$1,000,000); One Hundred Thousand Dollars (\$100,000) to D.P.D. for environmental costs and Nine Hundred Thousand Dollars (\$900,000) to the Chicago Park District for the expansion of the existing plaza/park.

Exhibit "B".

Intergovernmental Agreement Between

The City Of Chicago

And

The Chicago Park District.

(Printer's Row Park Expansion)

This agreement is entered into this ____ day of _____, 200__, 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 City is a home rule unit of local government under 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 Park District is a body politic and corporate organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01, et seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

Whereas, The City (the "Owner") owns property which is located at 631 South Federal Street and 638 South Dearborn Street in the Loop Community Area, in Chicago, Illinois (the "Property") which is legally identified and described on (Sub)Exhibit B hereto; and

Whereas, D.P.D. and the Park District have proposed the implementation of a project to create open spaces and recreational facilities in the Loop Community Area described on (Sub)Exhibit A (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 Loop Community (the "Proceeds") and has deposited such Proceeds in Fund Number PS32 131 08 5032 2604; and

Whereas, The Park District wishes to accept the transfer of the Property from the City and to improve the Property as a zero and thirty-five hundredths (0.35) acre parcel for use as a community park (the "Project"); and

Whereas, On _____, 2006, 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; (ii) authorizing the transfer of a portion of the Proceeds in an amount not to exceed One Million Dollars (\$1,000,000) (the "Project Assistance") as a contribution towards the costs of the Project; (iii) authorizing the City to enter into an intergovernmental agreement with the Park District for the development of the park in accordance with the Project description set forth on (Sub)Exhibit A, to transfer and to execute such documents as may be necessary to implement the conveyance to the Park District of the Property as more specifically described in (Sub)Exhibit B hereto, including all buildings and improvements to be constructed thereon and constructed or made pursuant to this agreement, and to pay the Park District an amount not to exceed Nine Hundred Thousand Dollars (\$900,000) of the Project Assistance for a portion of the Project; and (iv) authorizing D.P.D. to spend One Hundred Thousand Dollars (\$100,000) of the Project Assistance; 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 and accept the Property (the "Park District Resolution"); and

Whereas, It is anticipated that following construction of the Project, the Park District will own, insure, operate and maintain the Property providing recreational activities and programs pursuant to the usual and customary rules and regulations of the Park District; and

Whereas, The City and the Park District have determined that it is in their best interests 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 and guidelines to be followed with respect to the Project;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the City and the Park District agree as follows:

Definitions.

For all purposes of the agreement, the following terms shall be defined as follows:

Authorized City Representative: The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this agreement and otherwise as the City's representative implementing this agreement. The City hereby designates _____ (312) 744-____] as the Authorized City Representative.

Authorized Park District Representative: The person or entity employed or retained by the Park District to provide design, construction management, administration and coordination services with respect to the Project. The Park District hereby designates (_____) (312) 742-____] as the Authorized Park District Representative.

Budget: The amount determined by the parties as the estimated cost of completing the Project. A copy of the Budget is attached hereto as (Sub)Exhibit C.

Contract: The contract which shall be entered into between the Park District and the Contractor, including all of the Contract Documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

Contract Documents: The drawings, specifications and program requirements (including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Park District or its designee and approved by the Authorized Park District

Representative and the Authorized City Representative for compliance with and matters related to the Project.

Contractor: Any contractor that contracts with the Park District or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this agreement, the term "contractor" may include a general contractor, or other consultants or contractors engaged by the Park District to complete the Project.

Final Acceptance: The date on which the Authorized Park District Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed.

Property: The real estate parcels described on (Sub)Exhibit B upon which the Project will be constructed. After construction of the Project, the term "Property" shall be deemed to also include any real estate and improvements located thereon.

Punch List Work: Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City and Park District representatives, which must be completed before Final Acceptance.

Project: The remediation (if any), design, development, construction and improvement of the Project in accordance with the time schedule and plans set forth in the Contract Documents and the Project Description set forth in (Sub)Exhibit A, which is attached and made a part of this agreement.

Schedule: The anticipated dates on which the Project or portions thereof will be completed as set forth in (Sub)Exhibit B, which is attached and made a part hereof.

Work: All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to or collateral to the Contract Documents.

Section I.

Incorporation Of Recitals, Definitions And Exhibits.

The recitations, definitions and exhibits set forth herein constitute an integral part of the 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.

Scope Of Project.

2.1 Project.

The Park District will administer, coordinate, implement and manage the Project pursuant to the terms of this agreement, the Contract Documents and the applicable provisions of the Municipal Code of the City.

2.2 Review Of Project.

The City and the Park District by their designated representatives will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, Property preparation, demolition of existing buildings, footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

2.3 Implementation Of Project.

Upon completion of the review procedures described in Section 2.2 of this agreement, the City shall determine the final Budget, which shall be the amount of the Project Assistance or an amount not to exceed \$_____.

Section III.

Responsibilities Of The Parties.

3.1 The Park District.

Specific responsibilities of the Park District include, but are not limited to, the following:

3.1.1 designate a representative to act in the Park District's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the Project;

3.1.2 upon Final Acceptance, operate, maintain, manage and insure the Property and related facilities and improvements constructed upon the Property in accordance with the agreement and the usual and customary rules and regulations governing use and occupancy of property operated or maintained by the Park District, until the receipt of the No Further Remediation ("N.F.R.") letter by the City in Section 4.1;

3.1.3 the Park District shall comply with Section E, Chapter VII of the Code of the Park District, relating to the name of the Park and features within the Park; and

3.1.4 provide such additional services as may be agreed by the City and the Park District.

3.2 The City.

The City will coordinate the management and administration of the Project consistent with the terms of the agreement and assure conformance and compliance of the Project with the Agreement. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 engage or cause to be engaged the services of development, architectural, engineering and such other construction consultants as may be necessary for the construction of the Project;

3.2.2 provide a copy of the Punch List required by the Contract Documents or the Agreements to certify that the Project conforms to the scope of work;

3.2.3 pay the costs of the Project to the extent of the cost therefor as stated in the Budget attached as (Sub)Exhibit C;

3.2.4 determine the types and amounts of insurance and bonds to be provided by the Contractor and other contractors and consultants;

3.2.5 require and procure, or cause to be procured, from the Contractor waivers of all liens or rights of lien for labor and materials furnished in connection with the construction of the Project;

3.2.6 require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City as more fully described in Section 8.1 hereof;

3.2.7 in consultation with the authorized representatives of the Park District, and subject to the prior written consent of the City and the Park District, approve any and all changes or deletions to the Contract Documents including changes or

deletions, increases or decreases in the scope of the Work and adjustments in the contract price occasioned thereby;

3.2.8 progress the Project in accordance with the Schedule; and

3.2.9 provide such additional services as may be agreed by the City and the Park District.

Section IV.

Property Availability And Access.

4.1 Title To The Property; Conveyance Of The Property.

The parties understand and agree that the Property will be conveyed to the Park District upon receipt of the N.F.R. letter by the Park District. The Park District and the City agree that the City will transfer the Property to the Park District by quit claim deed. The City shall prepare all necessary transfer documents and cause the conveyance of the parcels agreed to be transferred to the District.

4.2 Land-Use.

The City shall coordinate the filing of any applications for land-use approvals, licenses, consents or permits, including without limitation, re-zoning, street or alley dedications and/or vacations, building permits and the like, that may be necessary to implement, use, operate and maintain the Project until Final Acceptance. The City will cooperate with the Park District in obtaining any such approvals and permits and executing such documents as may be necessary so that the Property can be developed and used for its intended purpose until Final Acceptance.

4.3 Right-Of-Entry.

The City hereby agrees that prior to conveying of title to the Property to the Park District, the Contractor and their respective designees shall have such right or rights-of-entry upon the Property as may be required in order to implement the Project. The Contractor shall provide evidence of the types and amounts of insurance as shall be required by the Park District and the City and indemnify the City and the Park District against all liabilities resulting from the right-of-entry.

4.4 Unpermitted Encumbrances.

Neither the Park District nor the Contractor nor any of their respective officials, officers, representatives, agents, employees, successors or assigns shall engage in any financing or other transaction the effect of which would create an encumbrance or lien upon the Property. The Property shall be conveyed by the City without encumbrances or liens that would prevent the development and use of the Property for its intended use.

4.5 Permitted Uses.

In the event of any rezoning requirements, the City and the Park District through their mutual efforts shall have the Property rezoned in order to permit the construction of the Project. The City and the Park District agree to cooperate in obtaining any other approvals that may be necessary so that the Property can be developed and used for its intended purpose. The Park District acknowledges and agrees that the agreement (a) require that property developed with Open Space Impact Fee Proceeds shall not be utilized or developed for any use other than public outdoor recreation as stipulated in the agreement for the period of time specified in the agreement; and (b) prohibit a "conversion in use" of the Property. Accordingly, the Park District represents and warrants that no "conversion in use" shall occur without the express written consent of the City. In the event of a conversion in use other than as permitted by this agreement, the Park District shall be liable to the City for any and all loss which the City incurs as a result of such use.

4.6 Concessions.

Prior to conveying the Property to the Park District, no contracts for concessions or the operation or construction of concessions shall be awarded by the Park District without the City's consent.

Section V.

Environmental Conditions.

5.1 Reports And Studies.

The Authorized City Representative shall provide the Park District with any environmental tests, surveys, reports or studies with respect to the Property that may have been obtained by City. The Park District may, but is not obligated to, obtain any additional tests, surveys, reports or studies with regard to the environmental condition of the soil of the Property and the geology thereof which may be necessary in order to implement the Project.

5.2 Environmental Remediation.

The parties understand and agree that the City shall perform Property preparation, which includes removal of the foundations and footings, soil disposal at appropriate disposal properties, and back-fill to the extent that such work is a Project cost as determined in the Budget.

5.3 Remediation Objective.

The City, at its own cost and expense, in consultation with the Park District, and pursuant to (Sub)Exhibit A agrees to enroll the Property in the Illinois Environment Protection Agency ("I.E.P.A.") Property Remediation Program ("P.R.P.") to obtain a N.F.R. letter and may avail itself of a Tier 3 Risk Assessment or other level of risk assessment that will establish site specific remediation objectives approved by the I.E.P.A. to allow the Property to be used as an outdoor recreation public park, it being understood and agreed by the parties that the City shall procure or cause to be procured a N.F.R. letter for the Property without restrictions or restrictive covenants other than the use of a minimum engineered barrier or other appropriate controls, use of restrictive groundwater ordinance or maintenance of appropriate engineering controls.

5.4 Hold Harmless.

At all times during this agreement, except as otherwise provided in this Section 5, the City and the Park District shall be responsible for compliance with I.E.P.A. directives, orders, rules and regulations ("I.E.P.A. Compliance") with respect to the Property. After conveyance of the Property to the Park District, the City shall be held harmless and released from both pre-existing environmental conditions known or unknown affecting the Property prior to conveyance of the Property to the Park District and all environmental conditions, including but not limited to I.E.P.A. Compliance, with respect to the Property after conveyance of the Property to the Park District. The Park District shall indemnify and hold harmless the City from any and all cost or expense related to or arising out of environmental conditions affecting the Property or failure to meet I.E.P.A. Compliance after conveyance of the Property to the Park District.

Section VI.

Construction Of The Project.

6.1 Preparation Of Documents.

The City shall appoint an architect-of-record to prepare design documents, issue

a request for proposals, which includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete in order to obtain bids or proposals for the cost of construction of the Project; provided, however, use of "in-house" (force account) staff may be used. The Contract Documents shall include legal remedies for breach, termination provisions, insurance minimums, labor compliance, access to books and records as required by the Grant Documents and any community hiring requirements as may be agreed between the City and the Park District. Upon reasonable request, the City shall provide a copy of such design documents as may be requested to the Authorized Park District Representative for review and timely approval.

6.2 Selection Of Contractor.

The selection of Contractor shall be conducted under procedures for competitive bidding consistent with City requirements. Upon completion of the bid documents, the City shall cause the selection and engagement of the Contractor. The City shall conduct such investigations as may be necessary and appropriate to determine the qualifications of the Contractor. The Authorized City Representative and the Authorized Park District Representative shall have the right to attend meetings and participate in the evaluation and selection process.

6.3 Commencement Of Construction.

Upon approval of the Budget, the City may solicit bids, award the Project and commence construction.

6.4 Limited Applicability Of Approval.

Any approvals of the Project or the Contract Documents made by the City or the Park District are for purposes of this agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City or Park District. 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.

6.5 Ownership Of Documents.

All documents, data, schematics, warranties, copyrights and Contract Documents with regard to the implementation of the Project shall be the joint property of the City and the Park District until transfer of the Property to the Park District. The City and the Park District (as the case may be) shall provide copies of such

documents, data, schematics, warranties, copyrights and Contract Documents to the other party, upon reasonable request.

Section VII.

Administration Of The Project.

7.1 Enforcement Of Contract.

The Park District shall comply and cause the Contractor to comply with the terms and conditions of the Contract and the Grant Documents including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include but are not limited to accessibility standards for persons with disabilities or environmentally-limited persons, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, City residency requirements, and the City's conditions regarding M.B.E. and W.B.E. participation.

7.2 Coordination By The Park District.

The City shall apprise the Authorized Park District Representative of the status of progress regarding the Project prior to Final Acceptance not less frequently than on a monthly basis, and upon request, provide copies of reports and other documents prepared for the Park District. The Authorized City Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Park District, the Contractor and others regarding the Project. All data provided by the Authorized District Representative or the Authorized City Representative shall be evaluated by the City, which shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment And Performance Bond.

The City 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 City. Any proceeds derived by the Park District as a result of the payment and performance bond shall be credited to the Project and applied as agreed by the authorized representatives of the City and the Park District.

7.4 Waiver And Release Of Liens.

The City shall require from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving of the Project. This provision shall be construed as being solely for the benefit of the Park District and the City 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 City or Park District 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 perform, the parties 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 and approval by the Park District, the Park District shall assign to the City any of its rights and remedies for default by the Contractor.

Section VIII.

Indemnity And Insurance.

8.1 Contractor Indemnity.

The Contract shall require that the Contractor indemnify, save and hold harmless the City and their respective officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like arising or alleged to arise out of the 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 construction of the Project the types and amounts of insurance substantially in accordance with the provisions of (Sub)Exhibit D hereof. Prior to the commencement of the Work, the City 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 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 City to the authorized representatives of the Park District upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the parties and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon completion of the Project in accordance with the Contract Documents, the Park District shall be responsible for insuring the Property and all improvements thereon.

8.3 Indemnification.

The Park District covenants and agrees that it shall indemnify, protect, defend and hold harmless the City from any and all liability, costs, damages, expenses, or claims arising under, through or by virtue of the construction, operation, use and maintenance of the Project facility and the Property after the conveyance of the Property in accordance with Section 4.1.

8.4 Provisions Governing Project Use.

The Park District agrees to provide notice to the City of any change in use of the Project or the Property other than the use contemplated by this Agreement and must obtain the consent of the City prior to commencement of a change in use.

Section IX.

Payment Of Project Costs.

9.1 Cost Of The Project.

It is the intent of the City and the Park District that the cost of completing the Project (including all construction-related activities and environmental remediation) shall not exceed the sums specified in the final Budget as determined by the City and the Park District. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the City and the Park District.

9.2 Approval Of Project Costs.

A copy of all invoices for professional services shall be reviewed and approved for payment by the City pursuant to its usual and customary payment procedures and

payment requests submitted by the Contractor shall be reviewed and approved for payment by the City according to the City's usual and customary payment.

9.3. Reimbursement Of Project Costs.

Upon completion of the Project, the Parties understand and agree that the Park District shall submit to the City requests for reimbursement in the method and manner provided by the City. In turn, the City shall timely remit the Project Assistance to the Park District.

9.4 Insufficient Or Excess Funds.

In the event that the cost of the Project exceeds the preliminary or final Budget and there are insufficient funds to complete the Project, the Park District shall notify the authorized representatives of the City in writing and the City and the Park District shall agree in writing on any further action that may be appropriate. Provided further, that in no event shall the City or the Park District be obligated to provide any funding exceeding such party's contribution as set forth on the Budget, attached as (Sub)Exhibit C.

9.5 Records; Audit.

The City shall maintain records and accounts which shall include entries of all transactions relating to implementation, development, improvement and construction of the Project prior to the conveyance of the Property. After the conveyance of the Property to the Park District, the authorized representatives of the City shall have the right to inspect the books and records of the Park District pertaining to the completion of the Project upon request at all reasonable times. The Park District shall cooperate with the City in audits and resolving audit findings. The Park District shall be responsible for repayment to the City of costs paid by the City or which the City is liable for questioned costs which are ultimately disallowed.

Section X.

Completion Of The Project.

10.1 Standards For Construction.

The City shall require the Contractor to provide for the Project materials that are new and work of good quality, free from faults and defects, and in conformity with

the requirements of the Contract Documents, this agreement, and consistent with industry standards. The City shall also require the Contractor to correct any deficient or defective work or materials in accordance with the procedures described in the Contract. For a period of one (1) year from the date of Final Acceptance, or such longer period as may be provided by any applicable special warranty in the Contract, any work or materials found to be defective or nonconforming and any damage caused by such work and materials shall be corrected by the Contractor under the direction and supervision of the Authorized City Representative in consultation with the Authorized Park District Representative.

10.2 Completion Requirements.

The City shall require the Contractor to comply with the requirements of the Contract with respect to the completion and close-out of the Project including but not limited to the completion of Punch List Work, the furnishing of material guarantees, warranties, waivers of lien, certified payrolls, as-built drawings and such other documents as may be required to comply with the terms of the Contract and any other documentation as required by the I.E.P.A.. Upon completion, the City will cause a copy of all such relevant documents to be delivered to the Authorized Park District Representative. Any liquidated damages assessed against the Contractor for nonperformance or delay will be credited to the Project or otherwise disbursed as agreed by the authorized representatives of the Park District and the City.

10.3 Inspections.

All Work and materials constituting the Project shall be available for inspection by City designees or personnel as required by applicable law or ordinance. The Park District shall notify the Authorized City Representative when the Project has been scheduled for inspections to certify Preliminary Acceptance and Final Acceptance. The Authorized City Representative shall have the right to attend any and all such inspections.

10.4 Final Acceptance And Payment To Contractor.

Unless otherwise provided by the Contract, upon completion of all the Work required of the Contractor and issuance of the certificate of Final Acceptance, the City shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

*Section XI.**Notices.*

11.1 Notices.

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:

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

with a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

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 by mail are deemed to have been received by the parties three (3) days after mailing. Notice by hand delivery shall be deemed to be received when personally delivered.

11.2 Changes.

The City and the Park District by notice given hereunder may designate any

further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

Section XII.

Miscellaneous Provisions.

12.1 Entire Agreement; Amendment.

Except as otherwise provided herein, this agreement contains the entire agreement of the City and the Park District with respect to the subject matter 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 City and the Park District as reflected by a written instrument executed by the City and the Park District. Notwithstanding the date of execution and delivery, this agreement shall be deemed to ratify actions taken subsequent to the effective date.

12.2 Conflict Of Interest.

No member of the Park District nor any board, Park District, department or agency of the City, nor any official or employee of the City or the Park District shall have any financial or ownership interest, direct or indirect, in this Agreement; 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 or the Park District shall be personally liable for the performance of the City or the Park District pursuant to the terms and conditions of this agreement.

12.3 Mutual Assistance.

The City and the Park District 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.

12.4 Disclaimer.

No provision of this agreement, nor any act of any representative of the City or the Park District shall be deemed or construed by any of the City and the Park District or by third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

12.5 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.

12.6 Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.7 Successors And Assigns.

The terms of this agreement shall be binding upon the City and the Park District. None of the rights, duties or obligations under this agreement may be assigned without the express written consent of the City and the Park District.

12.8 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.

12.9 Counterparts.

This agreement may be executed in several counterparts, each of which shall constitute an original instrument.

12.10 Term Of Agreement.

This agreement shall commence upon 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.

12.11 Project Termination.

In the event of rescission of the Project, the City may rescind this agreement. The Park District agrees to indemnify and hold harmless the City against any legal fees

and costs payable by the City caused by actions of the Park District resulting in a breach of the agreement.

12.12 Conflicts.

This agreement shall not be legally binding on the Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105.

12.13 Ethics.

The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, is hereby incorporated and made a part of this agreement.

12.14 Contingent Liability.

Any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

In Witness Whereof, The Parties hereto have executed or caused this agreement to be executed, all as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
Lori T. Healey,
Commissioner

Chicago Park District,

By: _____
Timothy J. Mitchell,
General Superintendent

Attest: _____
Darlene Lesniak,
Secretary

[(Sub)Exhibit "C" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

(Sub)Exhibits "A", "B" and "D" referred to in this Intergovernmental Agreement with Chicago Park District read as follows:

(Sub)Exhibit A.
(To Intergovernmental Agreement
With Chicago Park District)

Project Description.

Printer's Row Park Expansion

Address: 631 South Federal Street

Community Area: Loop

Description of Project: Land acquisition and expansion of Printer's Row Park. Two non-dedicated roads covering 3,000 square feet of the expansion site will be closed and added to the existing Printer's Row Plaza, along with private parcels. The Chicago Department of Transportation has determined that the drives located both north and south of the existing park do not serve an important traffic function and are not public rights-of-way. The park expansion will provide approximately 4,500 square feet (.10) acres of additional open space for the Loop Community Area that has a growing residential population.

Project Period: Start Date:
[_____]

Expiration Date _____.

(Sub)Exhibit B.
(To Intergovernmental Agreement
With Chicago Park District)

Property Legal Description:

Lots 13, 14 and 15 (except that part of said lots taken for Dearborn Street) in Block 125 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

17-16-406-007;

17-16-406-008; and

17-16-406-009.

(Sub)Exhibit "D".
(To Intergovernmental Agreement
With Chicago Park District)

Insurance Requirements.

Department Of Planning And Development

I.G.A. -- Chicago Park District

Printer's Row Park Expansion.

The District must provide and maintain or cause to be provided during the term of the Agreement, the insurance coverage 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 Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement

and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

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 must 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, noncontributory 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 connection with work to be performed, the District must 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. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Builders Risk.

When the District undertakes any construction, including improvements, betterments, and/or repairs, the District must provide, or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-Property and in-transit, landscaping, water including overflow, leakage, sewer backup or seepage, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

5) Contractors Pollution Liability.

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided, or cause to 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. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

6) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than 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.

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) Self-Insurance.

To the extent permitted by law, the District may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if the District does self-insure for the above insurance requirements, the District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self-insurance program must comply with at least the insurance requirements as stipulated above.

B. Additional Requirements.

The District 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 District must 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 Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the District is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The District must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve the 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 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by the District.

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

The coverages and limits furnished by the District in no way limit the District's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Agreement.

The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT
FEE FUNDS FOR ACQUISITION AND DEVELOPMENT OF
COMMUNITY PARK AT 815 WEST ROSCOE STREET.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 1, 2006.

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 for the expansion of open space and recreational facilities for the Lakeview 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Lakeview Community Area ("Lakeview") have deepened the already significant deficit of open space in said

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

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"), was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing, or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, D.P.D. wishes to make available to NeighborSpace proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed Three Hundred Seventy-five Thousand Dollars (\$375,000) (the "Grant") collected from Lakeview for the acquisition of privately owned land for a purchase price not to exceed Six Hundred Twenty-five Thousand Dollars (\$625,000) (the "Purchase Price") to develop a park at 815 West Roscoe Street, in Chicago, Illinois (the "NeighborSpace Project"), having found that the NeighborSpace Project would provide a direct and material benefit to the residents of the new developments in Lakeview originating the Open Space Fees; and

WHEREAS, NeighborSpace has agreed to commit additional funding for the NeighborSpace Project and to use the proceeds of the Grant to pay for the NeighborSpace Project subject to the terms and conditions specified in the grant agreement attached to the hereto as Exhibit A (the "Grant Agreement"); and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the NeighborSpace 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 NeighborSpace 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 NeighborSpace Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees to partially fund the NeighborSpace 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 NeighborSpace Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to use Open Space Fees proceeds in the amount of Three Hundred Seventy-five Thousand Dollars (\$375,000) from each of the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of Three Hundred Seventy-five Thousand Dollars (\$375,000) from the Lakeview Community Area Open Space Fees Fund are hereby appropriated for the NeighborSpace 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.

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

Exhibit "A".

Grant Agreement.

This grant agreement (this "Agreement") is entered into as of _____, 2006 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("D.P.D."), and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties".

Recitals.

Whereas, The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

Whereas, The Department of Revenue has collected Open Space Fees (the "Open Space Fees Proceeds") for new dwelling units built in the Community of Lakeview ("the Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code _____; and

Whereas, NeighborSpace was established as a not-for-profit corporation by the City, the Chicago Park District, an Illinois municipal corporation, and the Forest Preserve District of Cook County, an Illinois special district, for the purposes of owning, leasing, managing or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups; and

Whereas, NeighborSpace has purchased property generally located at 815 West Roscoe Avenue, Chicago, Illinois, as legally described in (Sub)Exhibit A hereto (the "Property") so that the residents of the Community can establish a community garden and park at the above address to benefit the residents (the "Project"); and

Whereas, D.P.D. desires to provide to NeighborSpace Open Space Fees in an amount not to exceed Three Hundred Seventy-five Thousand Dollars (\$375,000) (the "Grant") for the Project; and

Whereas, On _____, the City Council of the City adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages ____ to ____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions (the "Authorizing Ordinance"); and

Whereas, Under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

Whereas, The City and NeighborSpace have among their powers and authority to contract with each other to perform the undertakings described herein;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this

Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and NeighborSpace agree as follows:

Section 1.

The Grant.

1.1

Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project after the City has reviewed and approved a budget for the Project, in such detail and with such supporting documentation as the City may require.

1.2

NeighborSpace hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, NeighborSpace must repay any such excess Grant funds to the City.

1.3

NeighborSpace is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

1.4

The source of funds for the City's obligations under this Agreement is the fund identified by CAPS Code _____. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject on every respect to the availability of funds as described in and limited by this Section 1.4. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

Section 2.

Covenants And Representations.

NeighborSpace hereby warrants, represents and/or covenants to the City that:

2.1

NeighborSpace will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on (Sub)Exhibit B.

2.2

NeighborSpace will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace, or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

2.3

NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

2.4

NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

2.5

Signing, delivery and performance by NeighborSpace of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent

under, any agreement, instrument or document, including any related to borrowing monies, to which NeighborSpace is party or by which it is bound.

2.6

There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting NeighborSpace that would materially impair its ability to perform under this Agreement.

2.7

NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

2.8

If the Grant, or a portion thereof, is used for construction, NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

2.9

NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 4 below.

2.10

NeighborSpace shall at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

2.11

NeighborSpace is an Illinois not-for-profit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986; and has provided the City a copy of the Internal Revenue Service

Determination Letter evidencing such exemption. NeighborSpace shall at all times maintain such tax-exempt status.

2.12

NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

2.13

For a period of fifty (50) years after its acquisition of the Property, NeighborSpace shall not, without the prior written consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld, either: (i) transfer title of the Property to a third party, or (ii) cease operating, or causing to be operated, the Property as a public park.

Section 3.

Environmental Matters.

3.1

It shall be the responsibility of NeighborSpace, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining Phase I and, if applicable, Phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a public park or for any use whatsoever.

3.2

NeighborSpace agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. NeighborSpace shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. NeighborSpace agrees to keep the Property free from all liens and encumbrances

arising out of any work performed, materials supplied or obligations incurred by or for NeighborSpace.

3.3

Prior to inspecting the Property, NeighborSpace or its contractors, if any, must obtain insurance in accordance with Section 4 below, all necessary permits and, if applicable, a right-of-entry.

Section 4.

Insurance.

4.1

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, as applicable, insuring all operations related to this Agreement.

4.1.1 Workers' Compensation And Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement, if any, and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

4.1.2 Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work, if any.

4.1.3 Automobile Liability (Primary And Umbrella).

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

4.1.4 Professional Liability.

When any architects, engineers or professional consultants perform work, if any, in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

4.2

NeighborSpace will furnish to D.P.D. original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, if any, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. NeighborSpace shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to disbursement of the Grant. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all the requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

4.3

NeighborSpace shall advise all insurers of the provisions of this Agreement regarding insurance. Nonconforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work, if any, until proper evidence of insurance is provided, or this Agreement may be terminated.

4.4

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

4.5

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by NeighborSpace and its contractors.

4.6

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

4.7

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified by this Agreement or by law.

4.8

NeighborSpace expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by NeighborSpace under this Agreement.

4.9

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

4.10

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of NeighborSpace unless otherwise specified herein.

4.11

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

*Section 5.**Indemnification.*

NeighborSpace will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of NeighborSpace and/or any contractors or subcontractors in implementing the Project, if any, or NeighborSpace's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

*Section 6.**No Liability Of Officials.*

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

*Section 7.**Default And Remedies.***7.1**

If NeighborSpace, without the City's written consent, (which such consent shall not be unreasonably withheld) (i) transfers title to the Property to a third party after the Closing Date, or (ii) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 7.2 below. If the City so terminates this Agreement, NeighborSpace shall repay the City promptly any amounts received pursuant to this Agreement.

7.2

Prior to termination, the City will give NeighborSpace a thirty (30) day advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the thirty (30) day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the thirty (30) day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

7.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement or damages for failure of performance, or both.

*Section 8.**No Business Relationships With Elected Officials.*

8.1

Pursuant to Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

8.2

Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with

a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

Section 9.

General Conditions.

9.1 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either Party without the express prior written consent of the other Party.

9.2 Construction Of Words.

As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

9.3 Counterparts.

This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

9.4 Entire Agreement.

This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

9.5 Exhibits.

Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

9.6 Governing Law.

Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

9.7 Inspection And Records.

NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project and the Grant as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property. The rights of access and inspection provided in this Section 9.7 shall continue for five (5) years from the later of the expiration or the termination of this Agreement

9.8 Modification.

This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

9.9 Notice.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by

telegram or fax; (c) at overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Department of Law
City of Chicago
Attention: Finance and Economic
Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

To NeighborSpace:

NeighborSpace
25 East Washington Street, Suite 1670
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)
Attention: Executive Director

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 at hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

9.10 Parties' Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns

of the Parties. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or NeighborSpace.

9.11 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

9.12 Term.

The term of this Agreement (the "Term") begins on the Closing Date and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

9.13 Titles And Headings.

Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

9.14 Waiver.

Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default to the extent specifically waived by the City in writing.

9.15 Foreign Assets Control Lists.

Neither NeighborSpace, nor any affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States

Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For the purposes of this paragraph "Affiliate", when used to indicate a relationship with a specified person or entity, shall mean a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

In Witness Whereof, Each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

City of Chicago, an Illinois municipal
corporation, acting by and through
Its Department of Planning and
Development

By: _____
Lori T. Healey,
Commissioner

NeighborSpace, an Illinois not-for-profit
corporation

By: _____
Mary Jo Schnell,
Executive Director

[(Sub)Exhibits "A" and "B" referred to in this Grant Agreement
with NeighborSpace unavailable at time of printing.]

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2006
WITHIN CITY COUNCIL COMMITTEE ON
HUMAN RELATIONS.

The Committee on the Budget and Government Operations submitted the following report:

Chicago, March 1, 2006.

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 Human Relations, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 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 2006. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2006 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personnel Services	100	15-2286	0000	\$10,000

TO:

Purpose	Fund	Code Department	Account	Amount
Commodities and Materials	100	15-2286	0300	\$10,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Human Relations during the year 2006.

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

COMMITTEE ON BUILDINGS.

**APPOINTMENT OF MR. RICHARD L. RODRIGUEZ AS
EXECUTIVE DIRECTOR OF DEPARTMENT OF
CONSTRUCTION AND PERMITS.**

The Committee on Buildings submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration the appointment of Richard L. Rodriguez as Executive Director of the Department of Construction and Permits (D.C.A.P.) (which was referred February 8, 2006), begs leave to recommend that Your Honorable Body *Approve* the appointment transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

This appointment shall be in full force and effect from and after its passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Richard L. Rodriguez as Executive Director of the Department of Construction and Permits was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration ten proposed sign orders (which were referred February 8, 2006) 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 sign orders (one -- 7th Ward, one -- 9th Ward, one -- 11th Ward, one -- 34th Ward, one -- 35th Ward, two -- 39th Ward, two -- 41st Ward and one -- 42nd 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

Chicago O'Hare International Airport.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Western Remac Inc., 7140 Internationale Parkway, Woodridge, Illinois 60517, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Accenture Interactive Network Unit, Chicago O'Hare International Airport:

Dimensions: length, 14 feet, 5 inches; height, 10 feet, 7 inches
Height Above Grade/Roof to Top of Sign: free standing
Total Square Foot Area: 150 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5211 North Harlem Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Awning Express, 2415 West 24th Place, Chicago, Illinois 60608, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bona Cafe & Restaurant, 5211 North Harlem Avenue:

Dimensions: length, 22 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 8 feet
Total Square Foot Area: 132 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3430 West Henderson Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Pro Builders & Investments, Inc., 6615 West Irving Park Road, Chicago, Illinois 60634, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Granite Gallery, 3430 West Henderson Street:

Dimensions: length, 60 feet; height, 35 feet
Height Above Grade/Roof to Top of Sign: 63 feet
Total Square Foot Area: 2,100 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.

*4014 West Lawrence Avenue.
(125 Square Feet)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height

and/or over 100 square feet (in area of one face) at Staples Office Store, 4014 West Lawrence Avenue (channel letters):

Dimensions: length, 25 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 125 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.

4014 West Lawrence Avenue.
(232 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Staples Office Store, 4014 West Lawrence Avenue (channel letters):

Dimensions: length, 30 feet; height, 7 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 232 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.

52 East Ohio Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Graphics, 18621 South 81st Avenue, Tinley Park, Illinois 60477, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 52 East Ohio Street (south elevation):

Dimensions: length, 48 feet; height, 3 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 158.4 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.

2959 South Wallace Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Best Neon Sign Co., 6035 South New England Avenue, Chicago, Illinois 60638, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Children's Dental World, 2959 South Wallace Street:

Dimensions: length, 8 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 18 feet
Total Square Foot Area: 32 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.

11321 South Wentworth Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Chesterfield Awing Co. Inc., 16999 Van Darn 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 A Little of Heaven, 11321 South Wentworth Avenue:

Dimensions: length, 78 inches; height, 48.6 inches
Height Above Grade/Roof to Top of Sign: 97 inches
Total Square Foot Area: 3 feet, 1 inch square.

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.

2425 East 79th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at McDonald's, 2425 East 79th Street:

Dimensions: length, 14 feet, 2 inches; height, 11 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 312 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.

1000 East 111th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet in area at Park National Bank, 1000 East 111th Street (east elevation facing I-94):

Our client, Park National, is proposing to install an illuminated wall sign that will be 13 feet, 2 inches in length and 12 feet in height. This sign will exceed the 100 square foot and 24 foot height rule. As a result, will require a request for a Council order. This is a single-faced sign that is a total of 158 square feet and the overall height is 27 feet.

Dimensions: length, 13 feet, 2 inches; height, 12 feet
Height Above Grade/Roof to Top of Sign: 27 feet (overall height)
Total Square Foot Area: 158 square feet (single faced, quantity of 1).

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 signs, billboards, signboards and related structures.

AMENDMENT OF PRIOR ORDER WHICH AUTHORIZED ISSUANCE
OF PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT
50 EAST CONGRESS PARKWAY.

The Committee on Buildings submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance to amend an order passed on November 30, 2005 (which was referred February 8, 2006) 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 proposed ordinance transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

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

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 ordinance which passed November 30, 2005 (page 62270) of the *Journal of the Proceedings of the City Council of the City of Chicago* referring to the installation of a sign is hereby amended as follows:

Was:

Landmark Sign Group, Inc., 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Auditorium Theatre of Roosevelt University, 50 East Congress Parkway:

Dimensions: length, 4 feet, 7 inches; height, 35 feet
Height Above Grade/Roof to Top of Sign: 57 feet
Total Square Foot Area: 160.4 square feet.

Amend To:

White Way Sign 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 Auditorium Theatre of Roosevelt University, 50 East Congress Parkway:

Dimensions: length, 4 feet, 7 inches; height, 35 feet
Height Above Grade/Roof to Top of Sign: 57 feet
Total Square Foot Area: 160.4 square feet.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

*CORRECTIONS OF JOURNAL OF THE PROCEEDINGS
OF THE CITY COUNCIL OF THE CITY OF CHICAGO.*

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on February 28, 2006 for the purpose of considering the following:

an ordinance (PO2006-992) correcting page 67167 from the *Journal of the Proceedings of the City Council of the City of Chicago* of December 14, 2005 (Alderman Natarus);

an ordinance (PO2006-37) correcting pages 62685 and 62686 from the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005 (City Clerk James J. Laski);

an ordinance (PO2006-36) correcting page 62684 from the *Journal of the Proceedings of the City Council of the City of Chicago* of November 30, 2005 (City Clerk James J. Laski);

an ordinance (PO2006-543) correcting page 54248 from the *Journal of the Proceedings of the City Council of the City of Chicago* of July 27, 2005 (Alderman Haithcock);

an ordinance (PO2006-331) correcting page 54323 from the *Journal of the Proceedings of the City Council of the City of Chicago* of July 27, 2005 (Alderman Banks);

an ordinance (PO2006-530) correcting page 40406 from the *Journal of the Proceedings of the City Council of the City of Chicago* of December 15, 2004 (Alderman Banks); and

an ordinance (PO2006-529) correcting page 30712 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 1, 2004 (Alderman Banks),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the ordinances transmitted herewith;

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

December 14, 2005.

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, December 14, 2005, page 67167, Committee on Traffic Control and Safety recommended report-out, the item printed on the eighth line from the top of the page, as follows:

by striking the wording:

"South Wabash Avenue (west side) from a point 116 feet south of East 111th Street, to a point 50 feet south thereof -- 7:00 A.M. to 12:00 Midnight (2nd Ward) (05-01612020)"

and inserting the wording:

"South Wabash Avenue (west side) from a point 116 feet south of East 11th Street, to a point 50 feet south thereof -- 7:00 A.M. to 12:00 Midnight (2nd Ward) (05-01612020)".

SECTION 2. This ordinance shall be in effect upon its passage and publication.

November 30, 2005.
(Pages 62685 And 62686)

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

SECTION 1. That an ordinance passed by the City Council of the City of Chicago on November 30, 2005 and printed on pages 62685 and 62686 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting the name "Chicago Kleve Development, L.L.C." appearing in Sections 3 and 4 of such ordinance and inserting in lieu thereof "Chicago Klee Development, L.L.C.".

SECTION 2. This ordinance shall take effect from and after its passage.

November 30, 2005.
(Page 62684)

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

SECTION 1. That a drawing and legal description related to an ordinance for the vacation of a portion of public alley in the block bounded by West Altgeld Street, North Lincoln Avenue and North Halsted Street, passed by the City Council of the City of Chicago on November 30, 2005 and printed on page 62684 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting such drawing and legal description and substituting with the drawing and legal description attached hereto as Exhibit "A".

SECTION 2. This ordinance shall take effect from and after its passage.

[Exhibit "A" referred to in this ordinance
printed on page 71463 of this *Journal*.]

"A"

Canal Trustees Subdivision of the E. 1/2 of Section 29-40-14.

"B"

Dunning's Subdivision of Lot 20 in Canal Trustees Subdivision etc. (See "A").

"C"

Queen's Subdivision of Lots 11, 12 and 13 in Subdivision of Block 20 of the Canal Trustees Subdivision etc (See "A").

"D"

Subdivision of Lots 17 and 18 in Dunning's Subdivision of Block 20 of Canal Trustees Subdivision etc. (See "A").

"E"

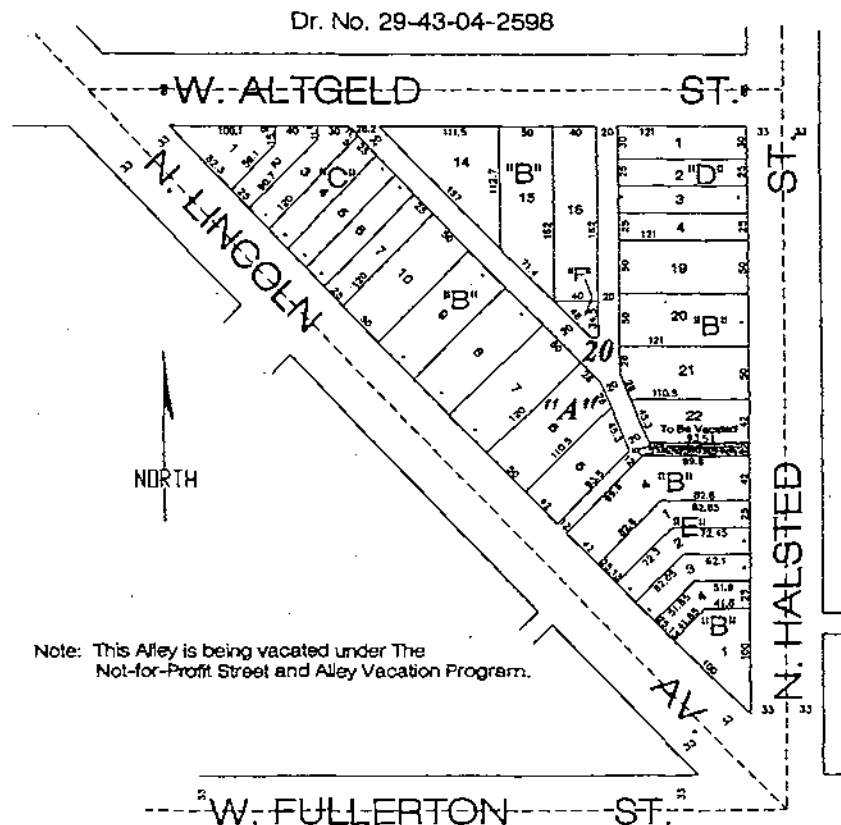
Dunning's Subdivision of Lots 2 and 3 of Dunning's Subdivision of Block 20 of Canal Trustees Subdivision etc. (See "A").

"F"

Ordinance for Vacating part of alley in Dunning's Subdivision of Lot 20 in Canal Trustees Subdivision etc. (See "A"). Passed July 17, 1908.

Rec. August 6, 1908

Doc.# 4241858



July 27, 2005.
(Page 54248)

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

SECTION 1. I hereby move to correct the official *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on July 27, 2005, page 54248 by deleting the language struck-out and inserting the language underlined, as follows:

West Monroe Street; a line 237 feet ~~east~~ west of and parallel to South Morgan Street; a line 150.48 feet south of and parallel to West Monroe Street; and a line 287 feet ~~east~~ west of and parallel to South Morgan Street.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

July 27, 2005.
(Page 54323)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on July 27, 2005, page 54323 by deleting the language struck-out and inserting the language underlined, as follows:

a line ~~89.95~~ 56.85 feet north of and parallel to West 32nd Street; the alley next east of and parallel to South Union Avenue; a line ~~64.85~~ 31.85 feet north of and parallel to West 32nd Street; and South Union Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

December 15, 2004.

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on December 15, 2004, page 40406 by deleting the language struck-through and inserting the language underlined, as follows:

the public alley next north of and parallel to West Cortland Street; a line ~~25~~ 158.5 feet east of and parallel to North Ridgeway Avenue; West Cortland Street; and a line 133.5 feet east of and parallel to North Ridgeway Avenue.

SECTION 2. This ordinance takes effect after its passage and approval.

September 1, 2004.

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on September 1, 2004, page 30712 by deleting the language struck-through and inserting the language underlined, as follows:

a line ~~365~~ 345 feet south of and parallel to West Glenlake Avenue; the alley next east of North Hermitage Avenue; a line ~~395~~ 375 feet south of and parallel to West Glenlake Avenue; and North Hermitage Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

**COMMITTEE ON ECONOMIC, CAPITAL
AND TECHNOLOGY DEVELOPMENT.**

**APPROVAL FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE
BENEFITS FOR PROPERTY AT 370 NORTH
CARPENTER STREET.**

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Burnett (27th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 370 North Carpenter 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, Ruprecht Company, an Illinois corporation (the "Applicant") is the owner of certain real estate located generally at 370 North Carpenter Street, Chicago, Illinois 60607 as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately ten thousand (10,000) square foot industrial facility thereon; and

WHEREAS, On July 10, 1996, 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 1998; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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.

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

Exhibit "A".

Legal Description:

Parcel 1.

That part of Lots 1, 2, 3, 4 and 5 in Block 6 in Carpenter's Addition to Chicago in the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of West Kinzie Street lying north of and adjoining the north line of aforesaid Block 6 and south of and adjoining the "Division Line" between the lands of the Chicago and Northwestern Railway Company and the lands of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company as established by agreement dated February 11, 1903 and recorded February 9, 1943 as Document 13028398, described as follows:

commencing at the point of intersection of the east line of aforesaid Block 6 extended north to the aforesaid "Division Line"; thence west in aforesaid "Division Line", a distance of 252.08 feet to its intersection with the west line of aforesaid Block 6, being the east line of "North Aberdeen Street, extended north; thence south in aforesaid described west line of Block 6 a distance of 100.0 feet to a point; thence east in a line, parallel to the aforesaid "Division Line" a distance of 252.05 feet to a point in the east line of aforesaid Block 6; thence north along the east line of aforesaid Block 6, and its extension north, being the west line of North Carpenter Street, a distance of 100.0 feet to the point of beginning, in Cook County, Illinois.

Parcel 2.

That part of West Kinzie Street lying north of and adjoining the "Division Line" between the lands of the Chicago and Northwestern Railway Company and the

land of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company as established by agreement dated February 11, 1903 and recorded February 9, 1943 as Document 13028398 in Carpenter's Addition to Chicago in the southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the point of intersection of the east line of Block 6 in Carpenter's Addition to Chicago extended north to the aforesaid division line; thence north along said extended east line to a point in the north line of the west half of the southeast quarter of aforesaid Section 8; thence west along a line to a point in the west line of aforesaid Block 6 extended north; thence south along said extended west line to the point of intersection of the aforesaid division line; thence east along aforesaid division line to the point of beginning, all in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (P.I.N.s) For The Subject Property:

17-08-402-004; and

17-08-500-002.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
5401 WEST GRAND AVENUE.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Carothers (29th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 5401 West Grand 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, The Board of Education of the City, a body politic and corporate, is the owner of certain real estate located generally at 5401 West Grand Avenue, Chicago, Illinois 60639 as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, American National Bank and Trust Company of Chicago is the lessee of the Subject Property, not personally or individually, but solely as trustee pursuant to the terms of that certain trust agreement known as Trust Number 105763-04 (the "Trust"), 5401 Grand Venture, a joint venture, being the sole beneficiary of the Trust; and

WHEREAS, The Northwest Mailing Service, Inc., an Illinois corporation (the "Applicant"), is the sublessee of the Subject Property and has constructed an approximately thirty-five thousand (35,000) square foot industrial facility thereon; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 5 and within the boundaries of the Galewood/Armitage Industrial Redevelopment Project Area; and

WHEREAS, On February 7, 1996, 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 1999; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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.

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

Exhibit "A".

Legal Description Of Subject Property:

That part of the west half of the northwest quarter of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, bounded as follows:

commencing at the point of intersection of the south line of said west half of the northwest quarter with the west line of North Long Avenue and running; thence north along the said west line of North Long Avenue and 33 feet west of and parallel with the east line of said west half of the northwest quarter, a distance of 369.39 feet to the point of intersection of said west line with the southwesterly line of West Grand Avenue; thence northwesterly along said southwesterly line of West Grand Avenue, said line forming a southwest angle of 105 degrees, 13 minutes, 10 seconds with the west line of North Long Avenue, and being also 40 feet southwesterly of the centerline of said West Grand Avenue as improved and occupied by the City of Chicago, a distance of 372.73 feet to a point; thence south parallel with said east line of the west half of the northwest quarter a distance of 464.75 feet to a point in the south line of said northwest quarter of said Section 33; thence east along said south line a distance of 359.67 feet to the point of beginning, in Cook County, Illinois.

Address Commonly Known As:

5401 West Grand Avenue
Chicago, Illinois 60639.

Permanent Real Estate Tax Index Number (P.I.N.) For The Subject Property:

13-33-100-006-8002.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
10823 SOUTH LANGLEY AVENUE.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Beale (9th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 10823 South Langley 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, B&B Langley Properties, Inc., an Illinois corporation (the "Applicant"), is the owner of certain real estate located generally at 10823 South Langley Avenue, Chicago, Illinois 60637 as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant purchased the Subject Property from American International Materials, L.L.C., an Illinois limited liability company ("Original Owner") and owner of the Subject Property at the time of the original Class 6(b) classification; and

WHEREAS, The Original Owner substantially rehabilitated an approximately one hundred twenty-five thousand sixty (125,060) square foot industrial facility on the Subject Property; and

WHEREAS, The Applicant leases a portion of the Subject Property to University of Chicago Press and intends to lease other portions of the Subject Property to Premier Waste and Recycling, Inc., an Illinois corporation, and other tenants, all for industrial purposes; and

WHEREAS, On November 4, 1998, 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 1998; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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.

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

Exhibit "A".

Legal Description Of Subject Property:

Parcel A.

The north 454.82 feet of the south 456.82 feet of the east 278.09 feet together with the north 50.0 feet of the south 52.0 feet, lying west of the east 278.09 feet thereof in Lot 4 in Enjay Construction Company's Pullman Industrial District, being a subdivision of the west half of Section 14 and the east half of Section 15, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel B.

Lot 4 (except the north 262.21 feet thereof and except the south 456.82 feet of the east 278.09 feet and except the south 52.0 feet thereof, lying west of the east

278.09 feet) in Enjay Construction Company's Pullman Industrial District, being a subdivision of the west half of Section 14 and the east half of Section 15, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Hyde Park Township, Cook County, Illinois.

Address Of Subject Property:

10823 South Langley Avenue
Chicago, Illinois 60637.

Permanent Real Estate Tax Index Number (P.I.N.) For The Subject Property:

25-15-406-047-0000.

APPROVAL OF PROPERTY AT 344 NORTH OGDEN AVENUE
AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Burnett (27th Ward) authorizing Class 6(b) tax incentives for the property located at 344 North Ogden 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Cortland Properties, an Illinois corporation (the "Applicant"), owns certain real estate in a location anticipated to be known as 344 North Ogden Avenue, Chicago, Illinois 60607, as further described on Exhibit A hereto (the "Subject Property"), and currently shown in the Cook County real estate records as part of a larger tract of real estate referred to as 345 -- 347 North Loomis Street, Chicago, Illinois 60607; and

WHEREAS, Model Options, an Illinois corporation (the "Tenant") which is owned by the same individuals that own the Applicant, leases the Subject Property from Applicant pursuant to a written lease and intends to substantially rehabilitate a forty-one thousand (41,000) square foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 Law 103-66)), (ii) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended) and (iii) the Kinzie Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City) and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the Applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

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

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor 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) eligibility 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 resolution reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

Parcel 1.

That part of the south 146.25 feet of Block 7 in Union Park Second Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, which lies west of the westerly line of North Ogden Avenue, established by condemnation proceedings in Case Number 24162, County Court, excepting from said south 146.25 feet, a part thereof described as follows:

beginning at a point on the south line of said Block 7, which is 72.31 feet east of the southwest corner of said block; thence running north parallel with the west line of said block, a distance of 72.81 feet; thence east, a distance of 135.59 feet to a point on the above mentioned westerly line of North Ogden Avenue which is 72.54 feet north of said block line; thence southwesterly along the westerly line of North Ogden Avenue, a distance of 79.10 feet to its intersection with said south line of Block 7; thence west along said south block line, a distance of 103.85 feet to the place of beginning, in Cook County, Illinois.

Parcel 2.

Easement for the benefit of Parcel 1 as created by the Declaration of Covenants, Restrictions and Easements over that part of the 11 foot private alley located within the Loomis Street Parcel as defined in said Declaration of Covenants, Restrictions and Easements dated March 18, 2005 and recorded May 9, 2005 as Document 0512927016 with the Cook County Recorder of Deeds.

Permanent Real Estate Tax Index Numbers (P.I.N.s) For The Subject Property:

17-08-304-002;

17-08-304-003;

17-08-304-005;

17-08-304-006;

17-08-304-011; and

17-08-304-013.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
5210 NORTH OTTO AVENUE.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Doherty (41st Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 5210 North Otto 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, Richard Bondarowicz and Slawomir Miodowski (collectively, the "Owner") own certain real estate located generally at 5210 North Otto Avenue, Chicago, Illinois 60656 as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, On October 7, 1998, 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 starting with tax year 1998; and

WHEREAS, The Owner owns Smart Industries, Inc., an Illinois corporation (the "Applicant") which is the substantial user of the Subject Property; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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.

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

Exhibit "A".

Legal Description Of Subject Property:

All of Lot 6 and the north 20 feet of Lot 7 in B.L. Carlsen's Subdivision, being a subdivision of part of Lot 5 in Henry Hachmeister's Subdivision of part of Sections 9 and 10, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat of said B.L. Carlsen's Industrial Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois on June 3, 1960 as Document 1925132, in Cook County, Illinois.

Permanent Real Estate Tax Index Number (P.I.N.) For The Subject Property:
12-09-213-011.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX
INCENTIVE BENEFITS FOR PROPERTY AT
700 EAST 107TH STREET.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 1, 2006.

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 Beale (9th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 700 East 107th 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, B & B Pullman Properties, L.P., an Illinois limited partnership (the "Applicant"), is the owner of certain real estate located generally at 700 East 107th Street, Chicago, Illinois 60628, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, On November 4, 1998, 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") for the previous purchasers/owners of the Subject Property, Dutch Farms, Inc. and B & B Partnership, which substantially rehabilitated an approximately two hundred seventy-nine thousand one hundred forty-nine (279,149) square foot warehouse/distribution facility thereon; and

WHEREAS, The Applicant is currently the record owner of the Subject Property and leases the Subject Property to various tenants including Dutch Farms, Inc., Cook County Cookers, L.L.C., Solstice Industries, Inc. and Premier Waste, Inc.; and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1999; and

WHEREAS, The Applicant has filed an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible 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 may 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.

Exhibit "A" referred to this resolution reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

Lots 1 and 2; also that part of Lot 3 described as follows:

commencing at the northwest corner of said Lot 3; thence south along the west line of said Lot 3, a distance of 196.21 feet; thence east along a line parallel with

the north line of said Lot 3, to a point 66 feet west of and measured at right angles to the easterly line of said Lot 3; thence northeasterly along a line parallel with the easterly line of said Lot 3, to the north line of said Lot 3; thence west along the north line of said Lot 3 to the point of beginning;

also, the north 196.21 feet of Lot 4; also, that part of vacated East 107th Street south of and adjoining said Lots 1 and 2 and north of and adjoining said Lots 3 and 4 which lies east of the west line, extended south, of said Lot 1 and westerly of a line 66 feet westerly of, measured at right angles to the easterly line (extended southerly) of Lot 2; all in Enjay Construction Company's Pullman Industrial District, being a subdivision of parts of the west half of Section 14 and the east half of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Number (P.I.N.) For The Subject Property:

25-15-229-004-0000.

COMMITTEE ON HEALTH.

**UNITED STATES CONGRESS URGED TO PROVIDE MANDATORY
FUNDING FOR VETERANS HEALTHCARE.**

The Committee on Health submitted the following report:

CHICAGO, February 14, 2006.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, February 14, 2006 at 9:00 A.M. in

Room 201-A of City Hall to hear a resolution introduced by Alderman James A. Balcer of the 11th Ward calling for mandatory funding for veterans healthcare.

The measure was *Adopted* by a viva voce vote by the Health Committee.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Congress and the current administration must change the current methodology of funding for the Department of Veterans Affairs, specifically the Veterans Health Administration ("V.H.A."); and

WHEREAS, In May, 2001, President George Bush signed Executive Order 13214 creating the Task Force to Improve Health Care Delivery for Our Nation's Veterans. The charge to the Task Force was to identify ways to improve health care delivery to the V.A. and Department of Defense beneficiaries through better coordinated and improved business practices. A partnership for Veterans Health Care Budget Reform (Partnership) was then formed; and

WHEREAS, The Partnership consists of the following veterans service organizations: American Legion, Veterans of Foreign Wars, Disabled American Veterans, Blinded Veterans Association, Jewish War Veterans, Military Order of the Purple Heart, Paralyzed Veterans of America and the Viet Nam Veterans of America; and

WHEREAS, A key point in their final recommendations was the federal government should provide full funding to ensure veterans are provided the current comprehensive health care benefit in accordance with V.A.'s established access standards. Full funding should occur through modifications to the current budget and appropriations process by using a mandatory funding mechanism, or by some other changes in the process that achieve the desired goal; and

WHEREAS, Historically, the V.A. has been funded through discretionary spending and for the past several years has operated their initial first quarter of the fiscal year through continuing resolutions or later through massive omnibus spending bills. This leaves a serious uncertainty in the appropriate planning and distribution of funds necessary for V.A., facilities to operate at the local level. This no doubt negatively impacts how V.A. can provide for our nation's veterans. This budget shortfall has also impacted a significant number of veterans who have been designated as "Category 8" and have been virtually eliminated from access to V.A. health care; and

WHEREAS, This type of budget action has placed restraints on services provided to veterans as spending plans are limited each year based upon prior funds and unexpected funding appropriations. Faced with growing federal budget deficits, there will be increased pressure to reduce discretionary spending in all federal programs, including V.A. healthcare. V.A. will also be challenged with increased demand as it provides for our sick and injured heroes returning from Iraq and Afghanistan; and

WHEREAS, Access to quality health care for all veterans has been compromised in recent years by budget shortfalls, rising medical costs and dramatically increased demand for care. The only way V.A. can fully fulfill its mission is for Congress to guarantee the direct funding it needs to operate; now, therefore,

Be It Resolved, That no veteran should be forced to fight for the care he or she has earned by virtue of their military service. V.A. healthcare is a continuing cost of freedom and we must meet our obligation to our nation's veterans. It is imperative that Congress immediately enact legislation that will guarantee a reliable and predictable funding stream for health care so all veterans have access to high quality health service in a timely manner from the Department of Veterans Affairs.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF DR. WALLACE C. ABBOTT HOUSE
AT 4605 NORTH HERMITAGE AVENUE
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on February 28, 2006 to consider an ordinance recommending that the Dr. Wallace C. Abbott House which encompasses 4605 North Hermitage Avenue be designated as a Chicago landmark, 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), § 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Dr. Wallace C. Abbott House at 4605 North Hermitage Avenue, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets two (2) criteria for landmark designation as set forth in § 2-120-620 (1) and (3) of the Municipal Code; and

WHEREAS, The Building, as the longtime home of pharmaceutical pioneer Dr. Wallace C. Abbott and his residence during the early growth of Abbott Laboratories as an internationally-important company, exemplifies the importance of Dr. Abbott and the company to the history of Chicago, the State of Illinois and the United States; and

WHEREAS The Building is the best surviving building in Chicago representing the history of Abbott Laboratories, which was founded and operated for many years in the Ravenswood neighborhood of Chicago and remains a national leader in the pharmaceutical industry; and

WHEREAS, The Building exemplifies an important aspect of the economic history of the Ravenswood neighborhood due to its historic association with both Dr. Abbott and Abbott Laboratories; and

WHEREAS, Dr. Wallace C. Abbott, the builder and longtime owner of the Building, was a significant contributor to the economic history of Chicago, the State of Illinois, and the United States through his founding of Abbott Laboratories, one of the country's largest and most important pharmaceutical and medical supply companies; and

WHEREAS, It was while living in the Building that Abbott expanded his early small-scale experiments with scientific drug manufacture into larger-scale manufacture and sale, and placed his early advertisements for his pioneering drug remedies; and

WHEREAS, The Building, with its long and close association with Dr. Wallace C. Abbott, who built the Building and lived in it from 1891 until his death in 1921, remains the best surviving building in Chicago that exemplifies his importance to the economic history of Chicago; and

WHEREAS, The Building retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required

by § 2-120-630 of the Municipal Code, by retaining its original location, overall design, historic building materials and the great majority of significant exterior details; and

WHEREAS, On January 5, 2006, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Building be designated as a Chicago landmark; 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 Building is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Building, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, of the Building and all exterior elevations, including rooflines, of the stable/coachhouse associated with the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Dr. Wallace C. Abbott House.

Property Description.

Legal Description:

Lots 13 and 14 in Block 8 in Ravenswood, being a subdivision of the northeast quarter of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

4605 North Hermitage Avenue.

Permanent Index Number:

14-18-210-016-0000.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
DESIGNATION OF BLACKSTONE HOTEL
AT 636 SOUTH MICHIGAN AVENUE
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on February 28, 2006 to consider an ordinance recommending that the Chicago landmark designation of the Blackstone Hotel, which encompasses 636 South Michigan Avenue, be amended, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 4, 1998, the City Council of the City of Chicago (the "City Council") adopted an ordinance designating the Blackstone Hotel, located on the property more precisely described on Exhibit B attached hereto and incorporated herein (the "Building"), as a Chicago landmark (the "1998 Ordinance"); and

WHEREAS, The 1998 Ordinance granted Chicago landmark designation to (a) all exterior elevations of the building, including its roofline; (b) the main lobby, the stairs from the lobby to the second (2nd) level and the stairs between the lobby and the Balbo Street entrance; (c) the ground-level, marble-lined corridor between the Michigan Avenue entrance and the main lobby, and the stairs between this corridor and the main lobby; and (d) the original grand ballroom, sometimes called the Crystal Ballroom, located on the third (3rd) and fourth (4th) floors (collectively, the "Designated Portions"); and

WHEREAS, Sage Hospitality, Inc./Urban Heritage Chicago Blackstone Hotel, L.L.C., the owner of the Building (the "Owner"), supports expanding landmark recognition beyond the designated portions of the Building and consents to the enactment of this ordinance to amend the Chicago landmark designation of the Building; and

WHEREAS, The Owner and the City agree that (a) the Building be designated as a Chicago landmark pursuant to the provisions of § 2-120-580, et seq. of the Municipal Code of Chicago, as they may be amended from time to time ("Landmarks Ordinance"), and (b) the significant historical and architectural features of the Building be identified as described in Section 3 below for purposes of permit review under § 2-120-740 of the Landmarks Ordinance; and

WHEREAS, The Commission on Chicago Landmarks (the "Commission") has determined that the Building meets the six (6) criteria for landmark designation set forth in § 2-20-620 (1), (2), (3), (4), (5) and (7) of the Landmarks Ordinance as well as the historic integrity requirement set forth in § 2-120-630 of the Landmarks Ordinance; and

WHEREAS, On January 5, 2006, the Commission adopted a resolution recommending to the City Council that the 1998 Ordinance be amended so that the

Building's significant historical and architectural features be identified as described in Section 3 below; now, therefore,

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

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

SECTION 2. The 1998 Ordinance is hereby amended in accordance with the Landmarks Ordinance and the rules and regulations adopted by the Commission.

SECTION 3. The significant historical and architectural features of the Building, for purposes of § 2-120-740 of the Landmarks Ordinance, are identified as follows:

A. The Designated Features, identified in the 1998 Ordinance, which are:

- all exterior elevations, including rooflines, of the Building;
- the main lobby, including the stairs from the lobby to the second (2nd) level and the stairs between the lobby and the Balbo Street entrance;
- the ground-level, marble-lined corridor between the Michigan Avenue entrance and the main lobby, including the stairs between this corridor and the main lobby;
- the original grand ballroom, also called the Crystal Ballroom, on the third (3rd) and fourth (4th) levels; and

For further clarification and illustration, the interior Designated Features are depicted and cross-hatched as part of Exhibits A1 -- A8 attached hereto.

B. The following additional features of the Building, as depicted and cross-hatched in Exhibits A1 -- A8, which are:

- the marble-clad barbershop located in the first (1st) basement and the marble stairs between the first (1st) basement and the Michigan Avenue corridor (Exhibits A1 and A8); and
- the Crystal Ballroom lobby on the fourth (4th) floor and the Art Hall and English Room located on the fifth (5th) floor (Exhibits A4, A5 and A8); and
- the southeast corner suite located on the ninth (9th) floor, historically referred to as 408 -- 410, and also known as the location from which derives the expression the "Smoke-Filled Room," and is also believed to have been known as the "Governor's Suite (Exhibits A6 and A8); and

- the southeast corner suite on the tenth (10th) floor, historically referred to as Suite 508 -- 510 and also known as the "Presidential Suite" (Exhibits A7 and A8).

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago landmark and to affix the plaque on or near the Building in accordance with the provisions of § 2-120-700 of the Landmarks Ordinance.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Landmarks Ordinance regarding notification of this designation.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibits "A1", "A2", "A3", "A4", "A5", "A6", "A7" and "A8"
referred to in this ordinance printed on pages
71496 through 71503 of this *Journal*.]

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

Exhibit "B".

Blackstone Hotel.

Description Of The Property.

Legal Description:

Lot 9 in Block 13 in fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

636 South Michigan Avenue
Chicago, Illinois.

Permanent Index Number:

17-15-301-031.

Exhibit "A1".

Blackstone Hotel.

Designated Features.
(First Basement Plan)

Additional
Significant
Features



Significant Features
identified in 1998
Designation Ordinance

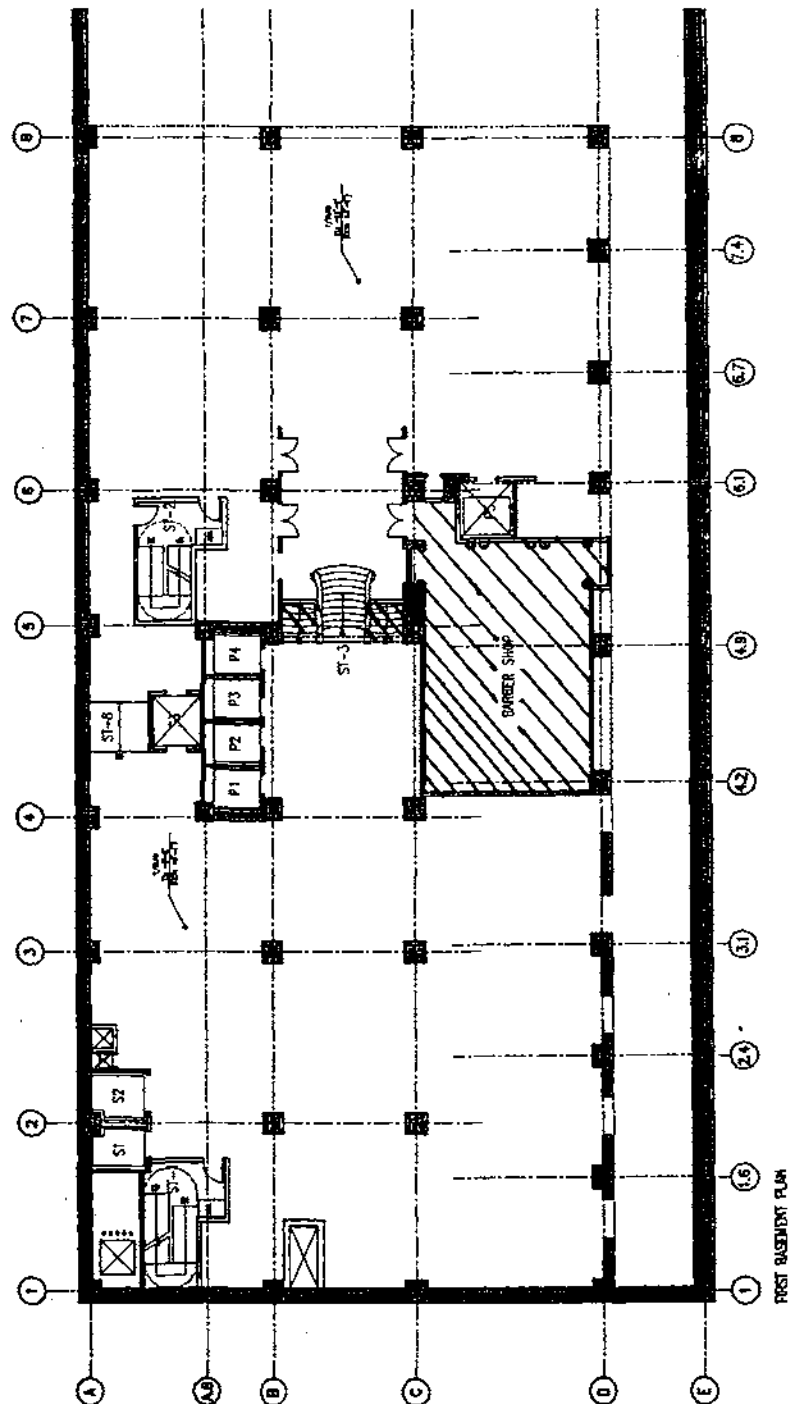


Exhibit "A2".

Blackstone Hotel.

Designated Features.
(First Floor Plan)

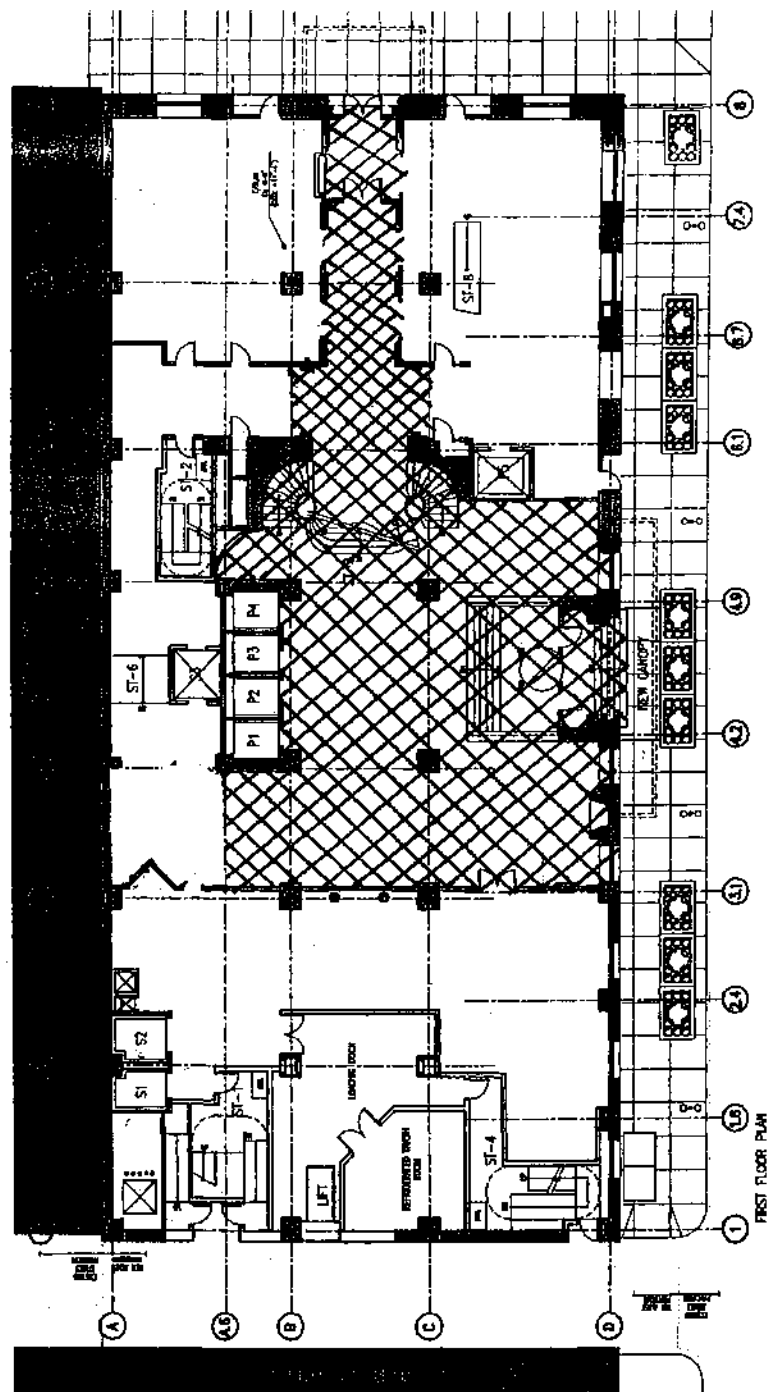


Exhibit "A3".

Blackstone Hotel.

*Designated Features.
(Second Floor Plan)*

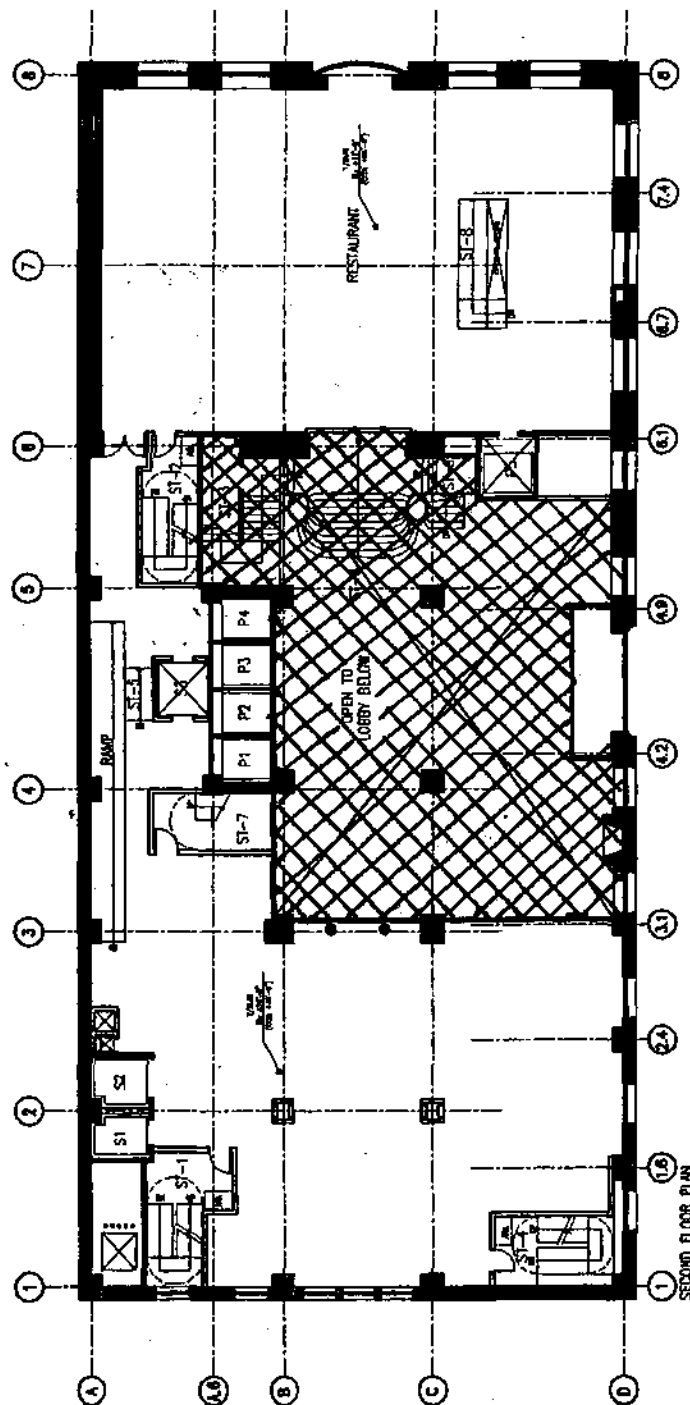


Exhibit "A4".

Blackstone Hotel.

Designated Features.
(Fourth Floor Plan)

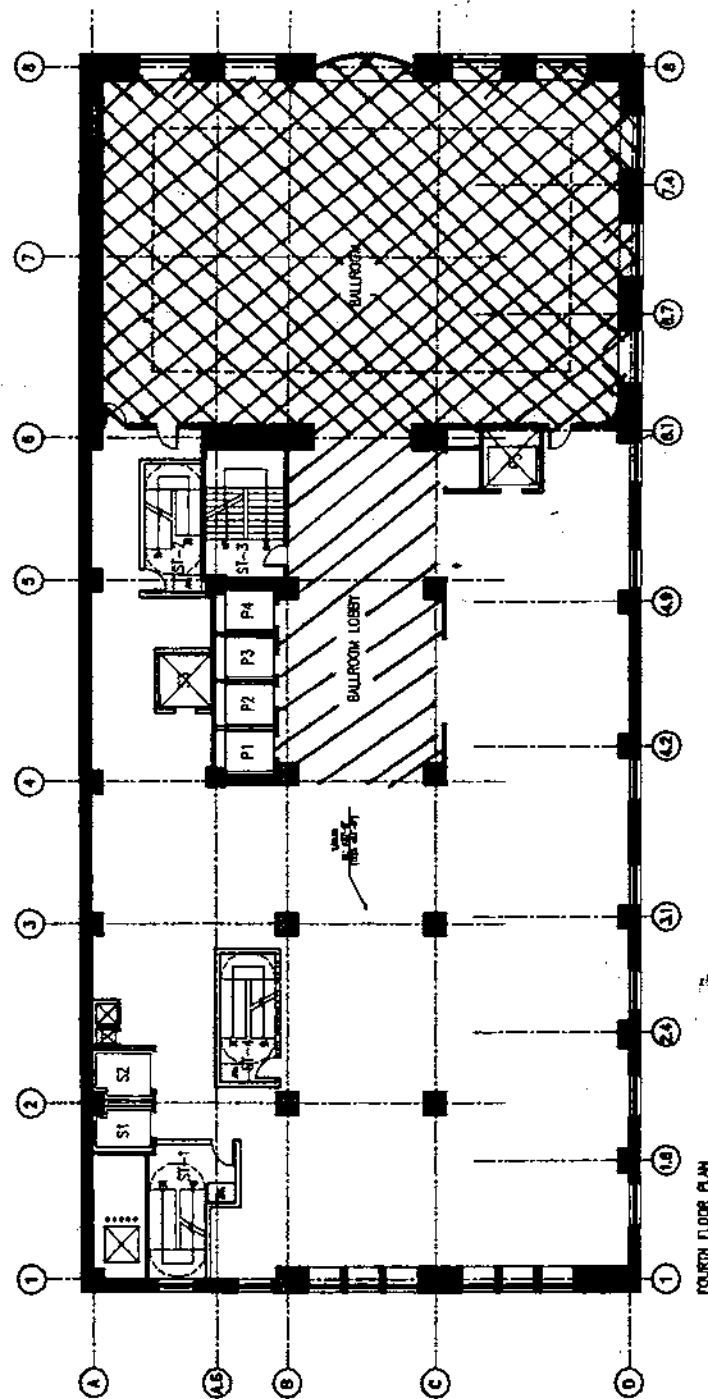


Exhibit "A5".

Blackstone Hotel.

*Designated Features.
(Fifth Floor Plan)*

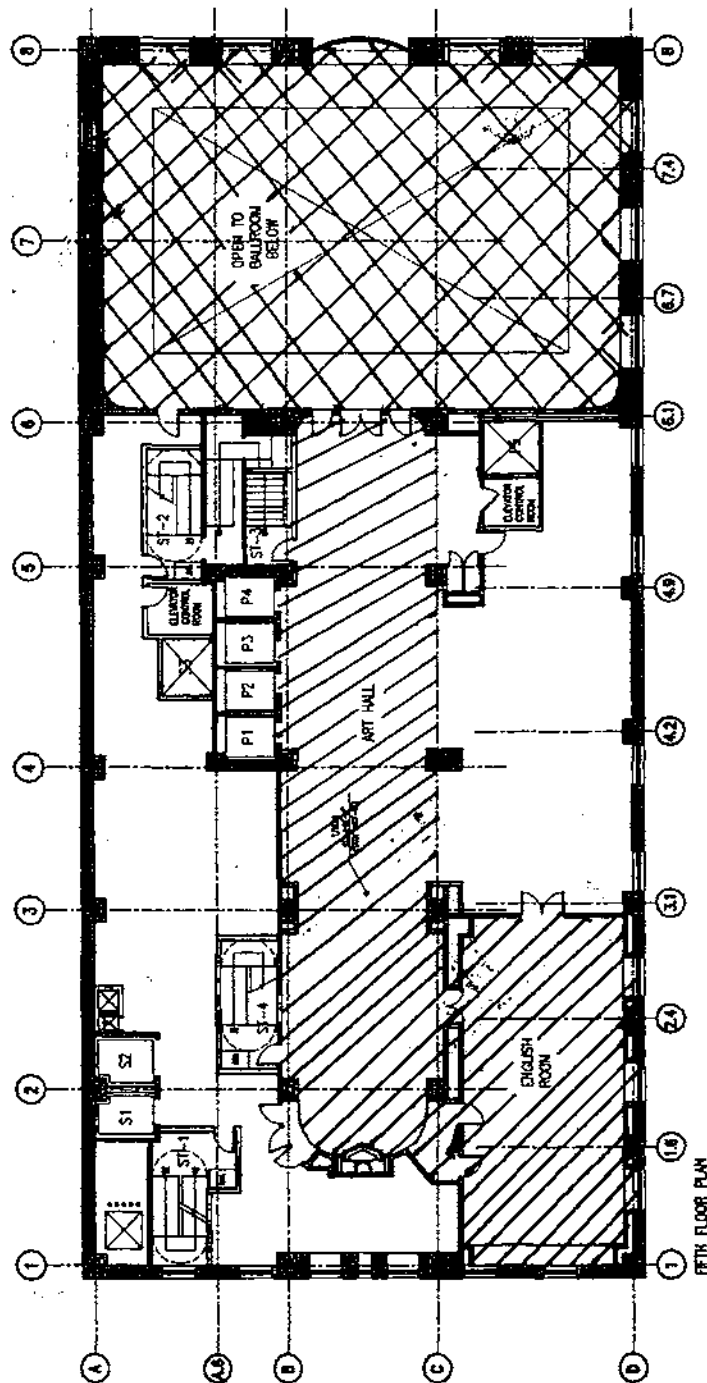


Exhibit "A6".

Blackstone Hotel.

Designated Features.
(Ninth Floor Plan, Current
Fourth Floor Of Hotel)

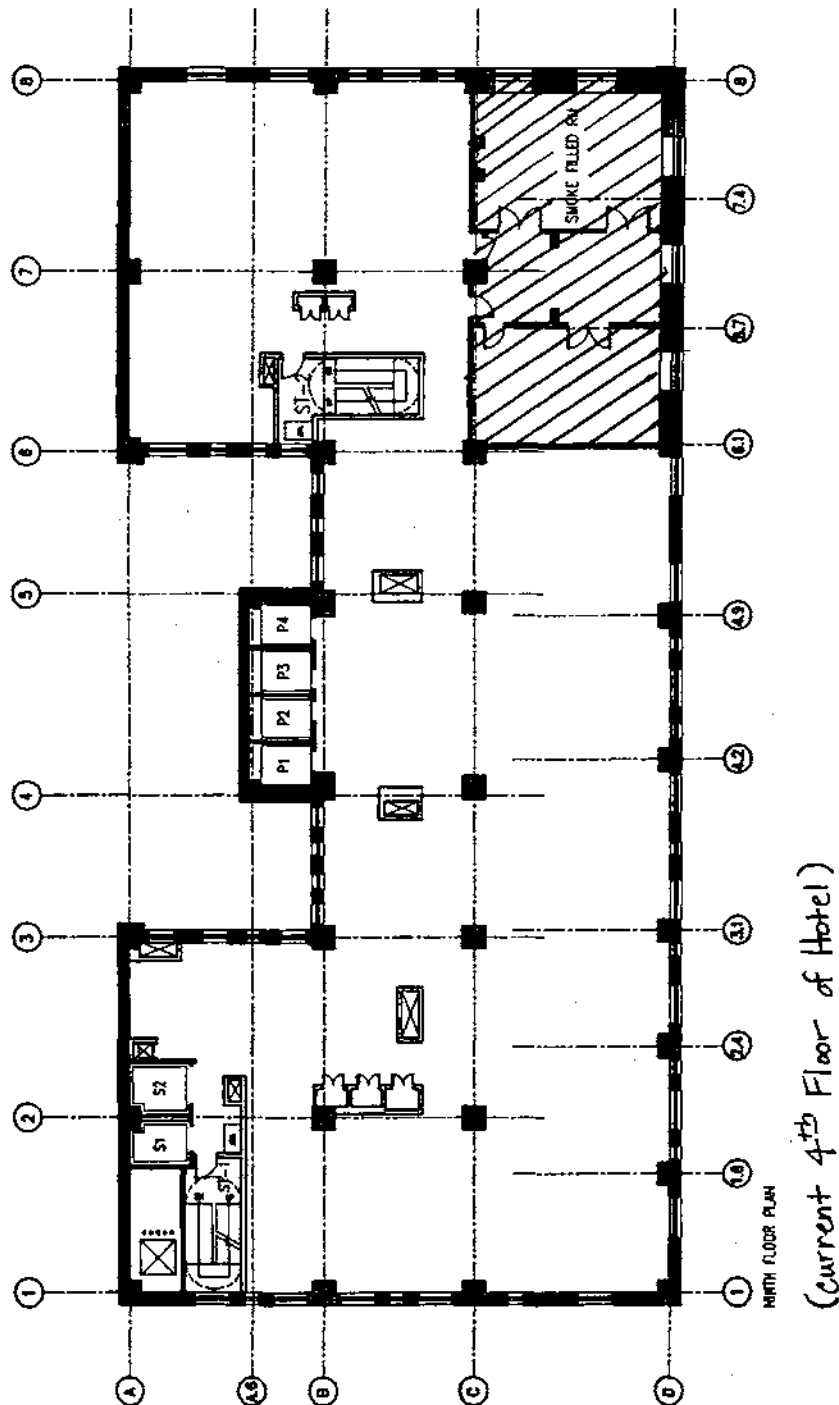


Exhibit "A7".

Blackstone Hotel.

Designated Features.
(Tenth Floor Plan, Current
Fifth Floor Of Hotel)

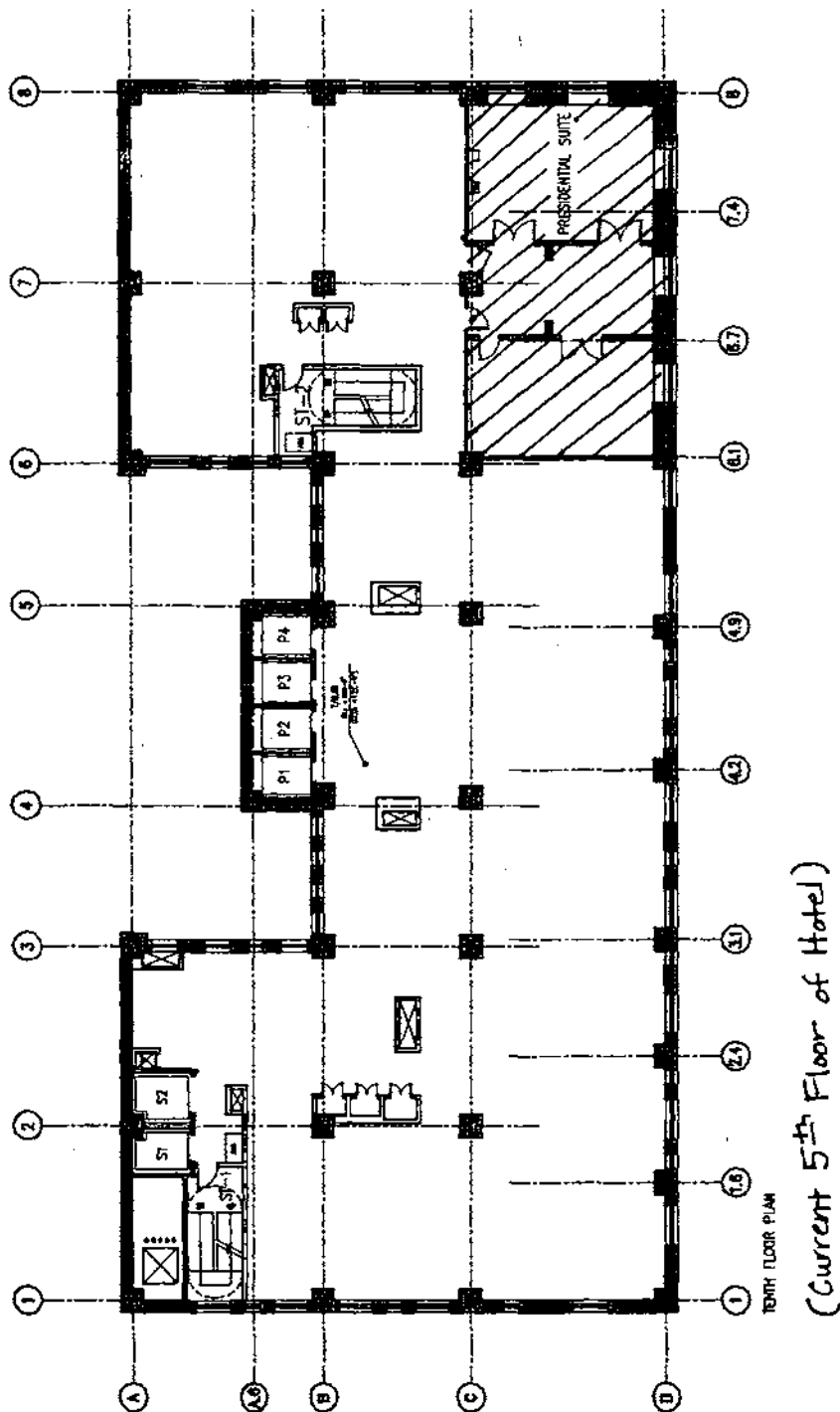
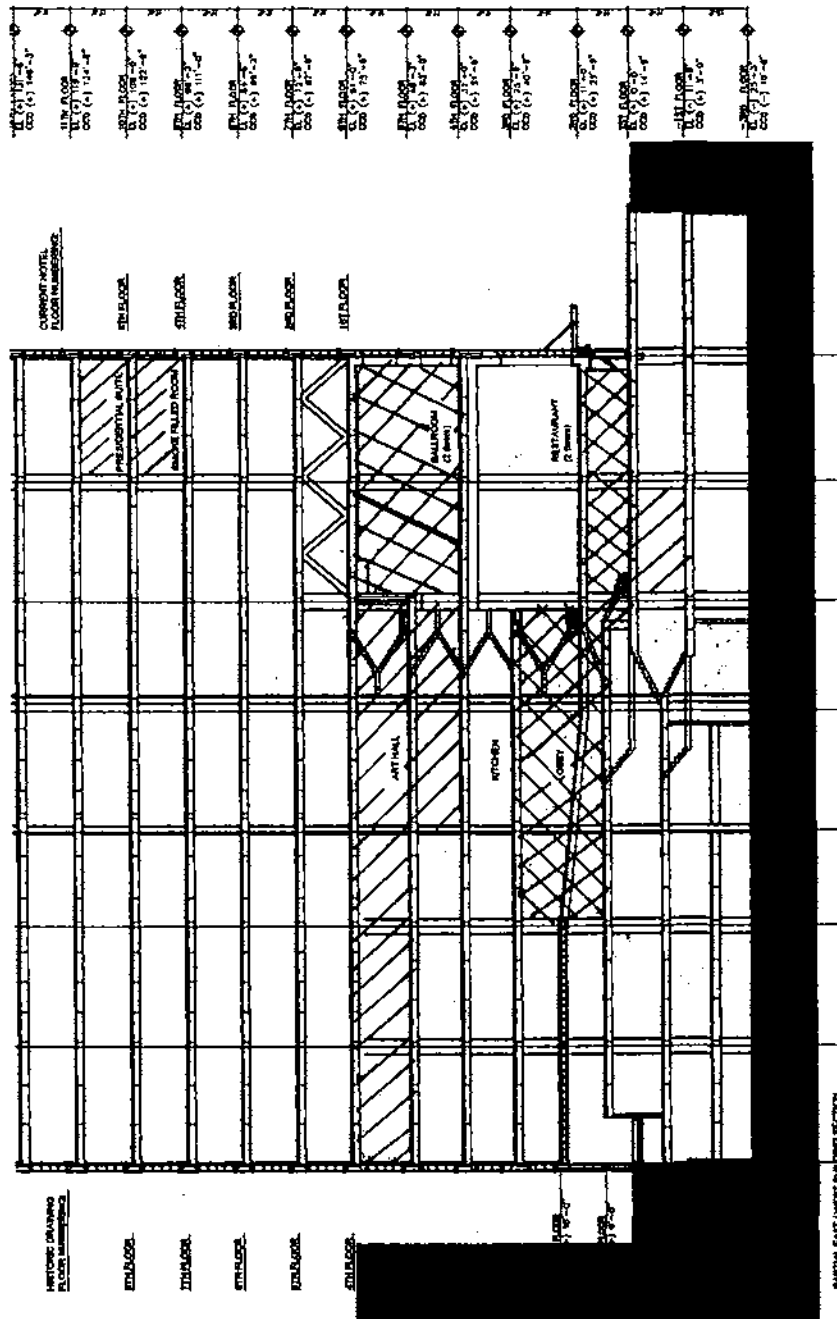


Exhibit "A8".

Blackstone Hotel.

Designated Features.
(Partial East/West Building Section)



AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on February 28, 2006 to consider four permit fee waivers: a permit waiver for 306 West Concord Place (Old Town Triangle District); a permit waiver for 218 West Menomonee Street (Old Town Triangle District); a permit waiver for 2147 West Thomas Street (Ukranian Village District); and a permit waiver for 59 East Van Buren Street (Historic Michigan Boulevard District), having had the same under advisement, begs leave to report and recommend that your Honorable Body Pass the proposed orders and substitute 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 orders and substitute 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

306 West Concord Place.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") 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. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	306 West Concord Place
District/Building:	Old Town Triangle District

for work generally described as:

the remodeling and renovation of an existing one and one-half (1½) story residential building including a small rear addition and new garage

by:

Owners:	Mary Ellen Moore and Neal B. Rich
Owners' Address:	5529 South Cornell Avenue, Unit 3
City, State, Zip:	Chicago, Illinois 60637

The fee waiver authorized by this order shall be effective from February 1, 2006 through February 1, 2007.

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.

218 West Menomonee 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 (the "Commission") 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. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 218 West Menomonee Street

District/Building: Old Town Triangle District

for work generally described as:

exterior cornice repair and replacement to an existing residential building

by:

Owners:	Tom Leibig and Diane Gonzalez
Owners' Address:	218 West Menomonee Street
City, State, Zip:	Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from September 1, 2005 through September 1, 2006.

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.

2147 West Thomas 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 (the "Commission") 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. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2147 West Thomas Street

District/Building: Ukrainian Village District

for work generally described as:

interior renovations and repair work to an existing residential property

by:

Owners: Leon A. Kraut and Sara Koveleski Kraut

Owners' Address: 2147 West Thomas Street

City, State, Zip: Chicago, Illinois 60622

The fee waiver authorized by this order shall be effective from December 1, 2005 through December 1, 2006.

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.

59 East Van Buren 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 (the "Commission") 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. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby

directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 59 East Van Buren Street
District/Building: Historic Michigan Boulevard District

for work generally described as:

restoration and renovation of an existing property

by:

Owner: The Buckingham, L.L.C.
Owner's Address: 333 West Wacker Drive, Suite 1020
City, State, Zip: Chicago, Illinois 60606

The fee waiver authorized by this order shall be effective from January 1, 2006 through June 30, 2007.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ESTABLISHMENT
OF POLICE HOMEBUYER ASSISTANCE PROGRAM TO INCLUDE
FIREFIGHTERS AND PARAMEDICS AND RENAME PROGRAM
AS "PUBLIC SAFETY OFFICER HOMEBUYER
ASSISTANCE PROGRAM".

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing, amending the Police Homebuyer Assistance Program, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, by an ordinance enacted on May 2, 1995 (the "Original Ordinance") and published at pages 143 -- 148 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for said date, established an incentive program (the "Program") to provide down-payment and/or closing cost

assistance to Chicago police officers to encourage the rebuilding of the City's lower-income neighborhoods; and

WHEREAS, The City amended the Program by an ordinance enacted on April 1, 1998 and published at pages 64919 -- 64923 of the *Journal* for said date, and further amended the Program by an ordinance enacted on March 7, 2001 and published at pages 53468 -- 53473 of the *Journal* for said date, and further amended the Program by an ordinance enacted on April 6, 2005 and published at pages 45594 -- 45599 of the *Journal* for said date (collectively, "Prior Amended Program Ordinances") for purposes that included encouraging the rebuilding of the City's middle-income neighborhoods; and

WHEREAS, The City's Department of Housing ("D.O.H.") desires to extend the Program to include all non-probationary sworn members of the Chicago Fire Department, including but not limited to, firefighters and paramedics, now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Program is hereby amended by restating the Original Ordinance in its entirety (as amended by the Prior Amended Program Ordinances) and displaying the deletions as strike-outs, inserting additions as double underscored language and by replacing Exhibit A with Exhibit A-1:

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 has determined that the financing of an incentive program (the "Program") to provide down payment and/or closing cost assistance to Chicago police officers and all sworn members of the Chicago Fire Department (the "Public Safety Police Officers") is necessary, essential and appropriate to encourage the rebuilding of the City's low- and moderate-income neighborhoods; and

~~Whereas, By separate ordinance (the "Transferred Funds Ordinance"), the City proposes to amend the 1995 Annual Appropriation Ordinance, as amended, in order to transfer One Hundred Thousand Dollars (\$100,000) within Corporate Fund Number 100 in accordance with the Transferred Funds Ordinance for purposes of funding the Program; and~~

Whereas, The City's Department of Housing ("D.O.H.") desires to use corporate funds of the City, to the extent such funds are appropriated from time to time, the foregoing One Hundred Thousand Dollars (\$100,000) to provide forgivable loans to Public Safety Police Officers to pay for certain down-payment and/or closing costs assistance in connection with their purchase and financing of primary, owner-occupied residences within designated lower- or middle-income areas of the City or within designated C.H.A. redevelopment projects within the City; and

Whereas, The Program does not impose, contemplate or approve any additional duties to be performed by Public Safety Police Officers by virtue of their participation in the Program and the Program does not in any way anticipate create or bestow rights to additional remuneration or benefits for Public Safety Police Officers participating in the Program; 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. Subject to the approval of the Corporation Counsel, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute and deliver loan agreements with Public Safety Police Officers, pursuant to which the City shall provide down-payment and/or closing cost assistance under terms and conditions substantially similar to those set forth in Exhibit A-1 attached hereto and hereby made a part hereof, and 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 aforesaid loan agreements and the terms and program objectives of the Program to be implemented by D.O.H.

Section 3. The provisions of Section 2-156-110 of the Municipal Code ~~of the City of Chicago~~ (the "Code") shall not apply to the ~~Police~~ Public Safety Officers with respect to their participation under the Program.

Section 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 5. This ordinance shall be effective from and after the date of its passage.

Exhibit "A-1" referred to in this ordinance reads as follows:

Exhibit "A-1".

Chicago Public Safety Officer Homeownership Incentive Program.

General Program Description:

The Chicago Public Safety Officer Homeownership Incentive Program (the "Program") provides funds, in the form of forgivable loans, to the extent such funds are appropriated by the City from time to time, to Chicago police officers and sworn members of the Chicago Fire Department, including but not limited to, firefighters and paramedics (the "Public Safety Officers"), for down payment and/or closing costs assistance in connection with a Public Safety Officer's purchase and financing of a principal, owner-occupied residence in designated areas of the City (the "Residence"). To qualify, the Public Safety Officer shall be a non-probationary Chicago police officer or non-probationary sworn member of the Chicago Fire Department, in the employment of the City and in good standing at the time of the closing on the loan.

Eligible Locations:

The Residence must be located either:

- (a) within a census tract wherein a minimum of fifty percent (50%) of the residents have incomes below eighty percent (80%) of the area median income, as adjusted for family size, based on the most current census data available; or
- (b) within a C.H.A. Redevelopment Project, which is defined as a residential or mixed-use development constructed as part of the C.H.A. Plan for Transformation, as designated by the Chicago Housing Authority.

Amount And Type Of Program Assistance:

The assistance will be provided in the form of a forgivable loan with the requirement that the Residence be used as the Public Safety Officer's owner-occupied and Public Safety Officer-financed residence for a minimum of five (5) years following receipt of the loan. Failure to comply with this condition shall cause all or a portion of the loan to be recoverable, the amount of recovery to be dependent upon the length of time the Public Safety Officer has resided in the Residence. The Department of Housing ("D.O.H.") will coordinate the Program loan with the lender providing the Public Safety Officer with his/her senior mortgage loan. The Public Safety Officer must be one of the borrowers on the first mortgage loan.

A Residence may not have more than one Program loan affiliated with it at a time. The maximum Program loan amount for a Public Safety Officer whose Residence qualifies under the census tract eligibility test shall be Three Thousand Dollars (\$3,000). The maximum Program loan amount for a Public Safety Officer whose Residence qualifies under the C.H.A. Redevelopment Project eligibility test is Seven Thousand Five Hundred Dollars (\$7,500).

Eligible Housing:

Single-family properties consisting of one (1) to four (4) units.

Eligible Costs:

Down payment and/or closing costs for the purchase of the Residence, including title insurance, credit reports, recording fees, appraisals, points, transfer stamps, water certification settlement fees, third party property inspection fees, first year's payment of mortgage insurance, pre-paid interest and such other costs as approved by D.O.H.

SECTION 3 . The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel of the City, 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 terms and program objectives of the Program and of each loan to be made thereunder.

SECTION 4. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of Planning and Development authorizing the sale of city-owned properties at various locations, having 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

30 South Central Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 30 South Central Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Pleasant Ridge Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 116 South Central Avenue, Chicago, Illinois 60644, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Eighteen Thousand Two Hundred and no/100 Dollars (\$18,200.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within six (6) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

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.

Legal Description (subject to title commitment and survey):

Lot 62 in Block 1 in Austin Heights, being a subdivision of Blocks 1 to 4 in A. J.

Kinsely's Addition to Chicago, said addition being a subdivision of all that part lying north of the south 108 acres of the northeast quarter of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

30 South Central Avenue
Chicago, Illinois 60644.

Property Index Number:

16-17-205-034-0000.

4717 -- 4719 South Cicero Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 4717 -- 4719 South Cicero Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Michael Gross ("Grantee"), 4715 South Cicero Avenue, Chicago, Illinois 60632, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of One Hundred Sixty-nine Thousand and no/100 Dollars (\$169,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

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 (subject to title commitment and survey):

Parcel 1:

Lot 5 (except the north 0.50 feet thereof) in Block 1 in F. H. Bartlett's Centerfield, being a subdivision of the west half of the northwest quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4717 South Cicero Avenue).

Parcel 2:

Lot 6 in Block 1 in F. H. Bartlett's Centerfield, being a subdivision of the west half of the northwest quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4719 South Cicero Avenue, Property Index Number 19-10-100-006).

5134 South Hermitage Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcels of property located at 5134 South Hermitage Avenue, Chicago, Illinois 60609, which are legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Michael Ester ("Grantee"), 5138 South Hermitage Avenue, Chicago, Illinois 60609, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Twenty Thousand Three Hundred and no/100 Dollars (\$20,300.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and 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.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

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 (subject to title commitment and survey):

Lot 39 in resubdivision of Block 4 in Orvis Subdivision of the northeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5134 South Hermitage Avenue
Chicago, Illinois 60609.

Property Index Number:

20-07-404-037-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4919 NORTH
WINTHROP AVENUE TO ALLENCO PROPERTIES, L.L.C.
FOR CONSTRUCTION OF CONDOMINIUM UNITS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

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 at 4919 North Winthrop Avenue to Allenco Properties, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 owns that certain parcel of real property commonly known as 4919 North Winthrop Avenue, Chicago, Illinois (Permanent Index Number 14-08-410-007) (subject to final title and survey, the "Parcel"); and

WHEREAS, Allenco Properties, L.L.C., an Illinois limited liability company (the "Developer") has offered to purchase Parcel from the City for its appraised fair market value of Three Hundred Forty Thousand Dollars (\$340,000) and has proposed to construct a three (3) unit condominium building on the Parcel, including three (3) on-site parking spaces (the "Project"); and

WHEREAS, By Resolution Number 05-1350-21 adopted by the Plan Commission of the City of Chicago ("Commission") on December 15, 2005, the Commission recommended the sale of the Parcel to the Developer; 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 December 17, 2005, December 24, 2005 and December 31, 2005; and

WHEREAS, No alternative proposals were received by the January 17, 2006 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 for a purchase price of Three Hundred Forty Thousand Dollars (\$340,000) is hereby approved. Prior to the City's conveyance of the Parcel, the Developer shall obtain a phase I environmental report covering the Parcel. If the Developer provides a copy of such report and evidence of payment to the City prior to the City's conveyance of the Parcel, the Developer shall be entitled to a credit for the cost of such report, up to a maximum of Three Thousand Dollars (\$3,000), against the purchase price. If the report discloses material environmental conditions needing remediation, as reasonably determined by the City, the Developer shall not be obligated to purchase Parcel from the City, and the City shall not be obligated to convey the Parcel to the Developer, unless the Developer and the City agree upon a remediation plan. If no such agreement is reached, the City shall bear the cost of the phase I environmental report.

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. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that a three (3) unit condominium building having a greystone exterior on three (3) sides is built on the Property within eighteen (18) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Parcel and revert title in the City of Chicago, in which event the City of Chicago shall refund to the Developer the purchase price paid by the Developer to the City for the Parcel.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval. If the Developer has not closed on the purchase of the Property by October 31, 2006, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Parcel to the Developer. Notwithstanding the foregoing, such October 31, 2006 date may be extended by the Commissioner of Department of Planning and Development, in her sole discretion, by one extension period up to sixty (60) days in length.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 4912 WEST QUINCY STREET TO
NEIGHBORSPEACE, INC. FOR USE
AS OPEN SPACE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

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 at 4912 West Quincy Street to NeighborSpace, Inc., having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses, and as a result there is a need to develop small open spaces as parks, garden and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, On March 26, 1996, *Journal of the Proceedings of the City Council of the City of Chicago*, pages 18970 to 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois not-for-profit corporation, as a collaboration among the City, the Chicago Park District and the Cook County Forest Preserve District to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the parcel of real property located at 4912 West Quincy Street, Chicago, Illinois (Permanent Index Number 16-16-208-028) ("Property"); and

WHEREAS, NeighborSpace, Inc. has offered to purchase the Property for use as open space and more specifically as an agricultural garden; 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 NeighborSpace, Inc. for the purchase price of One and no/100 Dollars (\$1.00). The Commissioner of the Department of Planning and Development ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such

documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the Property to NeighborSpace, Inc. in substantially the form attached hereto as Exhibit A.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Quitclaim Deed.

Grantor, City of Chicago, an Illinois Municipal corporation, having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor") for the consideration of One and no/100 Dollars (\$1.00), pursuant to ordinance adopted by the City Council of the City of Chicago on _____, conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property") to NeighborSpace, Inc. an Illinois not-for-profit corporation ("Grantee"), having its principal office at 25 East Washington Street, Suite 650, Chicago, Illinois 60602.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to the following express conditions and covenants, said conditions and covenants being a part of the consideration for the property being taken and construed as running with the land and binding on Grantee and Grantees' successors and assigns:

Grantee shall use the Property only as open space. Grantor, through the Commissioner of Planning and Development of the City of Chicago, shall have the authority to release this covenant in its sole discretion at the request of

Grantee. If Grantee allows the Property to be used for any purpose other than open space without first obtaining the release of this covenant, Grantor may re-enter and take possession of the Property, terminate the estate conveyed to Grantee and re-vest title to the Property in Grantor.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf, and its seal to be hereunto affixed by its Mayor and City Clerk, on or as of the ____ day of _____, _____.

City of Chicago,
a municipal corporation

Attest:

By: _____
Richard M. Daley, Mayor

City Clerk

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ City Clerk, personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as City Clerk of the City of Chicago, the said instrument as his free and voluntary act, and as the free and voluntary act of said City, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, _____.

Notary Public

This transfer is exempt pursuant to the provisions of the Real Estate Transfer Tax Act, 5 ILCS 200/31-45 and Section 3-3 2030B7(b) of the Chicago Transaction Tax Ordinance.

[(Sub)Exhibit "A" referred to in this form of Quitclaim Deed with NeighborSpace, Inc. unavailable at time of printing.]

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT 1660 WEST MADISON STREET TO AND
AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH
1660 WEST MADISON, L.L.C.
FOR CONSTRUCTION OF
MIXED-USE BUILDING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

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 located at 1660 West Madison Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 16, 2000 and published at pages 25276 through 25408 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 ("Plan") for the Central West Tax Increment Financing Redevelopment Project 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, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25408 through 25420 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the T.I.F. Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25421 through 25432 in the *Journal* of such date, tax increment 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 Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, The City is the owner of the vacant parcel of land located in the Area, commonly known as 1660 West Madison Street, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, 1660 West Madison, L.L.C., an Illinois limited liability company (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for its appraised fair market value of Six Hundred Seventy-two Thousand Dollars (\$672,000) and construct a five (5) story, mixed-use building, with sixteen (16) residential condominium units and two (2) commercial condominium units; and

WHEREAS, By Resolution Number 05-CDC-080 adopted on August 9, 2005, the Community Development Commission ("Commission") authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property, pursuant to Resolution 05-CDC-080, the Commission has recommended that the Property be conveyed to the Developer for redevelopment 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 Developer for the Project; 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 Six Hundred Seventy-two Thousand Dollars (\$672,000) 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 as Exhibit B and made a part hereof (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate 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 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 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. 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 take effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Property (subject to title and survey):

Lot 29 in Assessor's Division of Lots 3 to 7 and (except the east 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1660 West Madison Street
Chicago, Illinois.

Permanent Index Number:

17-07-435-013.

*Exhibit "B".
(To Ordinance)*

*Agreement For The Sale And
Redevelopment Of Land.*

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, _____, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and 1660 West Madison, L.L.C., an Illinois limited liability company ("Developer").

Recitals.

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 16, 2000 and published at pages 25276 through 25408 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 ("Plan") for the Central West Tax Increment Financing Redevelopment Project 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, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25408 through 25420 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the T.I.F. Act; and

Whereas, Pursuant to an ordinance ("T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25421 through 25432 in the *Journal* of such date, tax increment 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 Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

Whereas, The Developer desires to purchase from the City the real property commonly known as 1660 West Madison Street, Chicago, Illinois 60612, which is legally described on (Sub)Exhibit A attached hereto and incorporated herein ("Property"); and

Whereas, The Developer intends to construct a five (5) story, eighteen (18) unit mixed-use building on the Property, containing sixteen (16) residential condominium units, each with an indoor parking space in the rear of the Property, and two (2) commercial condominium units, as more fully described on (Sub)Exhibit B attached hereto ("Improvements" or "Project"); and

Whereas, The City Council by ordinance adopted _____, 200____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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.

Sale And Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Six Hundred Seventy-two Thousand and no/100 Dollars (\$672,000.00) ("Purchase Price"), to be paid to the City at the closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

Section 3.

Performance Deposit.

A. Performance Deposit. Upon the Developer's execution of this Agreement, the Developer shall deposit with the City cash, a cashier's check or an unconditional,

irrevocable, direct pay letter of credit, in the amount of Thirty-three Thousand Six Hundred and no/100 Dollars (\$33,600.00), as security for the Developer's performance under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Final Certificate of Completion (as described in Section 9 below).

Any letter of credit provided by the Developer to the City pursuant to this Section 3.A must be in a form acceptable to the Commissioner of D.P.D.. The letter of credit called for in this Agreement must be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the City's Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that the letter of credit be replaced with a letter of credit acceptable to the Commissioner of D.P.D.

None of the provisions contained in this Agreement or in a letter of credit submitted by Developer to the City pursuant to this Agreement are to be construed to excuse the faithful performance by Developer of the terms and conditions of this Agreement or limit the liability of Developer under this Agreement for any and all damages in excess of the amounts of the letter of credit.

B. Interest. The City will pay no interest to the Developer on the Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the standard exceptions in an ALTA title insurance policy;
- (ii) general real estate taxes and any special assessments or other taxes;
- (iii) easements, encroachments, covenants and restrictions of record and not shown of record which will not affect the use or marketability of the Property; and
- (iv) such other title defects as may exist which will not affect the use or marketability of the Property.

B. Title Commitment And Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary; provided, however, that in the event such survey discloses any title matters other than the Permitted Exceptions which the Title Company will not remove or insure over to the Developer's reasonable satisfaction prior to the Closing (as defined in Section 4.D below), the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on such date as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4.I through 4.K, 5 and 8 are all satisfied, and (ii) any later than August 31, 2006 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of D.P.D. shall have the right to unilaterally extend the Outside Closing Date.

E. Building Permits. The Developer shall apply for building permits and provide evidence that permits have been applied for along with zoning approvals for the Project no later than fourteen (14) calendar days prior to Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Performance Deposit to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Final Certificate of Completion (as defined in Section 9), the Developer shall notify the

City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

- (i) 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. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Project on the Property.
- (ii) Automobile Liability Insurance (Primary And Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide 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. The City shall be named as an additional insured on a primary, noncontributory basis. Any contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.
- (iii) Workers' Compensation And Employer's Liability Insurance. Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and employer's liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to the City. This Section 4.I shall survive the Closing.

J. Due Diligence. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and Northern District of Illinois, and bankruptcy in Cook County and United States Bankruptcy Court), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization And Authority Documents. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

Section 5.

Project Budget; Proof Of Financing.

The estimated total project budget, which is attached hereto and incorporated here as (Sub)Exhibit C, is Four Million Five Hundred Seventy-two Thousand Nine Hundred Eighty-three and no/100 Dollars (\$4,572,983.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and 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 within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

Section 6.

Site Plan And Architectural Drawings.

A. Site Plans. The Developer shall construct a five (5) story, mixed-use building, containing sixteen (16) residential condominium units, each with an indoor parking space in the rear of the Property, and two (2) commercial condominium units, all in accordance with the renderings prepared by Hanna Architect, Inc., and with the site plans and final architectural drawings prepared by Hanna Architect, Inc., pursuant

thereto and dated _____, _____, which are listed in (Sub)Exhibit D, which is attached hereto and incorporated herein by references (collectively, the "Drawings"), and which have been approved by D.P.D.. No material deviation from the Drawings may be made without the prior written approval of D.P.D., which shall be in D.P.D.'s sole discretion. A deviation that changes the square footage of any dwelling unit by more than five percent (5%), changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. In the event the Developer submits and D.P.D. approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon D.P.D.'s written approval of the same.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection By The City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer shall, at its sole cost and expense, erect and maintain 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 barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local 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 signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with D.P.D.'s consent, a sales trailer may also be erected on the Property.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under Section 19.

F. Survival. The provisions of this Section 6 shall survive the Closing.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") 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 safety of any improvements located or to be located on the Property. D.P.D.'s approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 8.

Commencement And Completion Of Improvements.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than August 31, 2006, or (b) construction be completed later than February 28, 2007. D.P.D. shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions. Although not required by the City's Affordable Housing Ordinance, the Developer will offer one (1) two (2) bedroom unit at the reduced price of One Hundred Eighty-five Thousand Dollars (\$185,000).

Section 9.

Certificate Of Completion.

Upon the completion of the Project substantially in accordance with the approved Drawings and this Agreement, and the Developer is otherwise in compliance with the terms and provisions of this Agreement, the City shall furnish 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

with respect to the obligations of the Developer and its successors and assigns to complete the Project in accordance with the terms and conditions of this Agreement. The Certificate of Completion, however, shall not constitute evidence that the Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of the Project, nor shall it serve to release the Developer, or its successors and assigns, from its obligations as described in Section 10 of this Agreement.

The Certificate of Completion shall be in recordable form. Upon written request by the Developer for the Certificate of Completion, the City, within twenty (20) days after receipt of the same, shall undertake an inspection of the Project and the Property accompanied by a representative of the Developer and, within fourteen (14) days following that inspection, provide the Developer either with the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement and the Drawings or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to perform in order to obtain the Certificate of Completion. The Developer shall promptly, but in all events within one hundred twenty (120) days, correct any such nonconformity or default. Upon compliance with the City's requirements, the Developer shall resubmit a written request for a Certificate of Completion from the City for the benefit of the Developer's lenders and tenants. The City shall return the Performance Deposit to the Developer within fourteen (14) days following the issuance of the Certificate of Completion.

Notwithstanding anything to the contrary contained herein, the City understands and agrees that as condominium units are sold by the Developer to unit buyers, this Agreement shall no longer be an encumbrance on title affecting title to said condominium units and the City shall have no right of reverter to such units. This provision shall be self-operative; no further documentation from the City shall be required for closing on the condominium units.

Section 10.

Restrictions On Use.

The Developer agrees that it shall not discriminate based upon race, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, in the sale of the Property or the dwelling units comprising the Improvements. This covenant shall have no expiration date.

*Section 11.**Prohibition Against Transfer Of Property.*

Prior to the issuance of the Final Certificate of Completion, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey (except for the sale and conveyance of the dwelling units to bona fide purchasers) the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. 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 prior to the issuance of the Final Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the dwelling units to private purchasers), the Developer shall provide D.P.D. copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

*Section 12.**Limitation Upon Encumbrance Of Property.*

Except as otherwise provided herein, prior to the issuance of the Final Certificate of Completion, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by D.P.D. pursuant to Section 5.

*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 itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Final Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

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 (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) 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 terminate upon the issuance of the Certificate of Completion. The covenants provided in Section 10 shall have no expiration date.

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may 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, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D (iv), (vi) and (ix). Any default under Sections 15.D (iv), (vi) and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Performance Deposit, and exercise such other remedies at law and at equity as may be available.

D. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) which is not true and correct; or
- (iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) the Developer abandons or substantially suspends construction of the Improvements for thirty (30) consecutive days; or
- (v) 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
- (vi) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

- (vii) there is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or
- (viii) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) the Developer fails to close by the Outside Closing Date.

E. Prior To Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Performance Deposit as liquidated damages.

F. After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Final Certificate of Completion for the Project, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, 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, the revesting of title in the City shall be subject to, limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Partial Certificate of Completion for any individual dwelling unit, the City's right of reverter shall no longer be enforceable with respect to that unit, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land.

G. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 15.F, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition Of Resale Proceeds. If the City sells the Property as provided for in Section 15.G, the proceeds from the sale shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City (including, without limitation, 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
- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date; and
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

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.

I. 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.

J. No Remedies Against Bona Fide Purchasers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer. By operation of this Section 15.J, each dwelling unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

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 or the Property, 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 entity 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, its officers, representatives, elected and appointed officials, agents and employees 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: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (d) any activity undertaken by the Developer on the Property prior to or after the Closing (individually and collectively, "Losses"). This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

To the extent permissible by law, Developer waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Developer that may be subject to the Workers' Compensation Act, 820 ILCS 305/1, et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155(1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Pension Code, any other statute or judicial decision. Developer acknowledges that the requirements set forth in this section to indemnify, defend and hold harmless the City are apart from and not limited by the Developer's duties under this Agreement, including the insurance requirements in Sections 4.I. and 18.B of this Agreement.

Section 18.

Environmental Matters.

A. "As Is" Sale. 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. Right-Of-Entry. 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. The Developer shall have the right to request a right-of-entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right-of-Entry Agreement in form and substance acceptable to the City. The granting of the right-of-entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage; and (iii) workers' compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing 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

foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

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 within fourteen (14) days after receipt. 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 within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under C.E.R.C.L.A.. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

Section 19.

Developer's Employment Obligations.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and 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 during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge 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, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer must post, and must require 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, color, sex, gender identity, age, religion, disability or handicap, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.
- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and 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.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, 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.

- (iv) 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.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) 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.
- (vi) 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 each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the 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 each Employer 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 Chief Procurement Officer 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 Commissioner of the City of Chicago Department of Housing ("D.O.H.") 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 Chief Procurement Officer, the Commissioner of D.O.H., 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 Final Certificate of Completion.

At the direction of D.O.H., 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 Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

If the City determines 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. If such noncompliance is not remedied in accordance with the breach and cure provisions of Section 15.C, the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the 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 employees 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. 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 construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program" and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), 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 the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit E hereto) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- (1) at least twenty-four percent (24%) by M.B.E.s; and
 - (2) at least four percent (4%) by W.B.E.s.

- (ii) For purposes of this Section 19.C only:

- (a) 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" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (b) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

- (c) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (iii) Consistent with Sections 2-92-440 and 2-92-720, 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 or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) 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 the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more M.B.E.s or W.B.E.s; by the purchase of materials or services used in the construction of the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both 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. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.
- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, 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.

- (v) 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 (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) 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 Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C to the City's monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, 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 hereof.

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 Developer and the Commissioner of D.P.D.

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
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 and Land-Use
Division

If To The Developer:

1660 West Madison, L.L.C.
2606 West Warren Boulevard
Chicago, Illinois 60612
Attention: John VanKooten

with a copy to:

Daniel G. Lauer
Daniel G. Lauer & Associates, P.C.
1424 West Division Street
Chicago, Illinois 60622

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 a duly organized and validly existing limited liability company 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.

Recordation Of Agreement.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

Section 28.

Exhibits.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

*Section 29.**Counterparts.*

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

*Section 30.**Patriot Act Certification.*

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

*Section 31.**Business Relationships.*

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it 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 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 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 transaction contemplated hereby.

Section 32.

*Prohibition On Certain Contributions -- Mayoral
Executive Order Number 05-1.*

Consistent with the intent of Mayoral Executive Order Number 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than seven and five-tenths percent (7.5%), the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than seven and five-tenths percent (7.5%), Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than seven and five-tenths percent (7.5%) (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than seven and five-tenths percent (7.5%), any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than seven and five-tenths percent (7.5%) (collectively, "Interested Parties"), and spouses and domestic partners of such

Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one (1) person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 33.

Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Municipal Code of Chicago (collectively, the "Waste Sections"):

- 7-28-390 -- Dumping on public way;
- 7-28-440 -- Dumping on real estate without permit;
- 11-4-1410 -- Disposal in waters prohibited;
- 11-4-1420 -- Ballast tank, bilge tank or other discharge;
- 11-4-1450 -- Gas manufacturing residue;
- 11-4-1500 -- Treatment and disposal of solid or liquid waste;
- 11-4-1530 -- Compliance with rules and regulations required;
- 11-4-1550 -- Operational requirements; and
- 11-4-1560 -- Screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

Section 34.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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, acting by and through its
Department of Planning and
Development

By: _____
Lori T. Healey,
Commissioner

1660 West Madison, L.L.C., an Illinois
limited liability company

By: _____
John C. VanKooten

Its: Manager

By: _____
Sean McGuire

Its: Manager

3/1/2006

REPORTS OF COMMITTEES

71563

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, 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 foregoing 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 _____, _____.

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 John C. VanKooten and Sean McGuire, personally known to me to be the managers of 1660 West Madison, L.L.C., an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of 1660 West Madison, L.L.C., for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, _____.

Notary Public

[(Sub)Exhibits "C", "D", and "E" referred to in this Agreement with 1660 West Madison, L.L.C. for Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with 1660 West Madison, L.L.C. for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 71530 of this *Journal*.]

(Sub)Exhibit "B" referred to in this Agreement with 1660 West Madison, L.L.C. for Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "B".
(To Agreement With 1660 West Madison, L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project is located at 1660 West Madison Street and requires the construction of a five (5) story, eighteen (18) unit (sixteen (16) residential condominiums and two (2) commercial condominiums) mixed-use building. The building will have an elevator and be constructed of brick and masonry with pre-cast concrete flooring. There will be two (2) commercial condominiums on West Madison Street and street-level indoor residential parking in the rear. There will be four (4) residential floors. Each of the top four (4) floors will contain four (4) units; three (3) two (2) bedroom units and one (1) bedroom unit per floor. The average price for the one (1) bedroom units will be Two Hundred Fifty Thousand Dollars (\$250,000) and the average price for the two (2) bedroom units will range from Three Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$313,750) to Three Hundred Forty-three Thousand Seven Hundred Fifty Dollars (\$343,750). Although not required by the City's Affordable Housing Ordinance, the Developer will offer one (1) two (2) bedroom unit at the reduced price of One Hundred Eighty-five Thousand Dollars (\$185,000). The preceding prices for the residential units (including the reduced price unit) does not include parking. The sales price for a parking space is Ten Thousand Dollars (\$10,000). Residential units (including the reduced price residential unit) will not be sold to individuals without the purchase of a parking space. The average price for the two (2) commercial units is Two Hundred Sixty Thousand Dollars (\$260,000). The project will be on a sixteen (16) month schedule (six (6) months for planning, development and permitting; six (6) months for construction; and four (4) months for sales and entitlements).

The commercial space will be marketed to end users whose primary function will be direct retailing to the community (e.g., 7-11, White Hen Pantry or Starbucks). The following are prohibited uses in the building: taverns, liquor stores, sports or entertainment wagering facilities, amusement arcades, adult uses, payday loan stores, currency exchanges, utilities and related services, pawn shops, butcher shops, fortune telling services and vehicle parts and service.

It is anticipated that the project will create approximately five (5) permanent jobs and approximately fifty (50) temporary construction jobs.

AUTHORIZATION FOR EXECUTION OF AGREEMENT FOR
PURCHASE, SALE AND REDEVELOPMENT OF PROPERTY
AT 1716 WEST PERSHING ROAD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the purchase, sale and redevelopment of property located at 1716 West Pershing Road, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 United States of America, acting by and through its General Services Administration (the "G.S.A."), is the owner of the vacant real property listed on Exhibit A to this ordinance (the "G.S.A. Property"); and

WHEREAS, Applicable federal law permits the G.S.A. to offer the City a right of first refusal to purchase the G.S.A. Property; and

WHEREAS, The G.S.A. has offered to sell the G.S.A. Property to the City for its appraised value of Eight Hundred Fifty Thousand Dollars (\$850,000) in accordance with the purchase and sale agreement attached to this ordinance as Exhibit B (the "G.S.A./City Contract"); and

WHEREAS, James McNaughton/Pershing Road L.L.C., an Illinois limited liability company (together with any affiliate, the "Developer"), has recently completed construction of a residential housing project on certain real property located adjacent to the G.S.A. Property, and has an interest in constructing a second phase of such residential housing project on the G.S.A. Property; and

WHEREAS, The City has offered to sell the G.S.A. Property to the Developer for its appraised value of Eight Hundred Fifty Thousand Dollars (\$850,000) in accordance with the purchase and sale agreement attached to this ordinance as Exhibit C (the "City/Developer Contract"), subject to the City's acquisition of the G.S.A. Property from the G.S.A. pursuant to the G.S.A./City Contract and the other conditions specified in the City/Developer Contract; and

WHEREAS, By Resolution Number 06-010-21 adopted by the Plan Commission of the City of Chicago ("Commission") on January 12, 2006, the Commission recommended the acquisition of the G.S.A. Property, and the City's immediate reconveyance of the Property to the Developer; 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 are incorporated herein and made a part of this ordinance.

SECTION 2. The Commissioner of the Department of Planning and Development ("Commissioner") is authorized to execute and deliver on behalf of the City: (a) the G.S.A./City Contract, and, pursuant thereto, is authorized to purchase the G.S.A. Property from the G.S.A. for the sum of Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000.00) and cause the City to perform its other obligations thereunder; (b) the City/Developer Contract, and, pursuant thereto, to cause the City to sell and convey the Property to the Developer for the sum of Eight Hundred Fifty-Thousand and no/100 Dollars (\$850,000.00) and to perform its other obligations thereunder, and (c) any and all other documents required by the G.S.A. or otherwise necessary or appropriate to consummate the transactions described in the recitals of this Ordinance and reasonably contemplated under the G.S.A./City Contract and the City/Developer Contract, subject to the review and approval of the Corporation Counsel. The authority granted in this Section 2 shall require the City's purchase of the Property from the G.S.A. pursuant to the G.S.A./City Contract and the City's sale and conveyance of the Property to the Developer pursuant to the City/Developer Contract, to close simultaneously.

SECTION 3. The City is authorized to accept the conveyance of the Property from the G.S.A. and to convey the Property to the Developer. The Mayor is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer for the sum of Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000.00) subject to the approval of the Corporation Counsel.

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 take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Legal Description For 1716 West Pershing Road,
Chicago, Illinois, Cook County.*

Lot 3 in Owner's Industrial Division of the east half (except streets) of Block 35 in Canal Trustee's Subdivision of the east half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which is commonly known as 1716 West Pershing Road, Chicago, Illinois.

Exhibit "B".
(To Ordinance)

Form Of G.S.A./City Contract.

Offer To Purchase.

The undersigned, City of Chicago, acting by and through its Department of Planning and Development, whose address is 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602 ("Purchaser"), hereby offers to purchase from the United States of America, acting by and through the General Services Administration ("Government") on behalf of the Drug Enforcement Administration ("D.E.A.") on the terms, and subject to the conditions hereinafter set forth, certain real estate known as 1716 West Pershing Road, Chicago, Illinois, and any improvements thereon and as legally described in (Sub)Exhibit A of this Offer to Purchase (the "Offer"). The General Services Administration (G.S.A.) control number for the Property is 1-J-IL-719.

The Purchaser shall pay the Government the purchase price of Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000.00) for the Property of which an earnest money deposit in the sum of Eighty-Five Thousand and no/100 Dollars (\$85,000.00) ("Earnest Money"), in the form of a certified or cashier's check made payable to the United States General Services Administration whose address is 10 Causeway Street, Room 925, Boston, Massachusetts 02222, shall be tendered on the date the City executes and delivers this Offer, and the balance of Seven Hundred Sixty-five Thousand and no/100 Dollars (\$765,000.00) is to be paid in full in United States dollars at the time of closing, as set forth in paragraph 6 herein.

Terms And Conditions.

1. Contract.

This Offer (hereinafter "Offer"), and the acceptance hereof, shall constitute an agreement between the Purchaser and the Government, effective as of the date of acceptance, which shall be the date next to the Government's signature on page 11 of this Offer. The Government acknowledges that before the City can lawfully offer and be bound by the Agreement, it must have this Offer approved by the City Council of the City of Chicago (the "City Council") and the Mayor of the City. Subject to receipt of such approval, the City covenants to execute and deliver this Offer within ten (10) business days thereof. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such agreement. Nor shall this Offer or any interest therein be transferred or assigned by the Purchaser without the consent of the Government, and any assignment transaction without such consent shall be void. Such prohibition shall not apply, however, to prevent the City's immediate reconveyance of the Property to James McNaughton/Pershing Road, L.L.C., or its affiliate (the "Developer"), on the Closing Date pursuant to a separate contract between the City and such residential developer.

2. Condition Of Property.

The Property is offered "as is" and "where is" without representation, warranty or guarantee as to quality, quantity, character, condition, size, or kind or that the same is in condition or fit to be used for any purpose for which it is intended and no claim for any allowance or deduction upon such grounds will be considered, subject to the conditions set forth below in paragraph 22.

3. Continuing Offer.

This Offer shall be deemed a firm and continuing Offer from the date of receipt until accepted or rejected by the Government; provided, however, that after sixty (60) days have elapsed from the date of receipt, the Purchaser not having received notice of rejection may consider its Offer rejected, and if the Government desires to accept the Offer after such sixty (60) days, the consent of the Purchaser thereto shall be obtained.

4. Notice Of Acceptance Or Rejection.

The Government may reject this Offer any time prior to the sixty (60) day period. Rejection of the Offer shall be deemed to have been sufficiently given when

transmitted by facsimile or mailed to the Purchaser or its duly authorized representative at the address indicated in the Offer.

5. Earnest Money Deposit.

Upon acceptance of this Offer, the Earnest Money shall be deposited and held in a joint order escrow with Chicago Title or another reputable title company, with interest paid to the Purchaser, and the Earnest Money shall be applied toward payment of the Purchase Price. All escrow fees shall be paid by Purchaser. In the event the Offer is rejected by the Government after Purchaser's deposit of the Earnest Money, the Earnest Money deposit will be returned, with the escrow interest, as promptly as possible after rejection of the Offer.

6. Tender Of Payment And Delivery Of Instruments Of Conveyance.

Upon acceptance of the Offer, the Government shall provide to the Purchaser drafts of the instruments of conveyance and shall set a closing date that is mutually acceptable to both parties but in any event not later than sixty (60) days from the date the Offer is accepted by the Government. On or before the closing date, the Purchaser shall tender to the Government, by wire transfer, or by other method mutually agreed upon, the balance of the purchase price at the address indicated in the Offer. Wire transfer instructions shall be provided by the Government. Upon receipt of the balance of the Purchase Price, the Government shall immediately deliver to the Purchaser the executed instruments of conveyance and the parties shall close the transaction.

7. Property To Be Sold Subject To Easements.

The Property will be sold subject to any and all existing easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, and other rights-of-way, including, but not limited to any specific easements, restrictions, reservations, rights, or covenants set forth herein.

8. Zoning.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the Purchaser and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in

zoning information shall not be cause for adjustment or rescission of any contract resulting from the Government's acceptance of the Offer.

9. Inspection.

By execution of this Offer, the Purchaser certifies that it has conducted an appropriate inspection of the Property. Failure of the Purchaser to inspect or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand for adjustment or withdrawal of the Offer. The Purchaser shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, subject to the assurances provided in paragraph 22.

10. Quitclaim Deed.

Conveyance of the Property will be accomplished by a quitclaim deed and/or bill of sale in conformity with local law and practice.

11. Information About Use.

The Government acknowledges that Purchaser has advised the Government that the Purchaser, upon acquiring the Property, intends to immediately reconvey the Property to the Developer, or its affiliate, for construction of a residential development.

12. Default.

In the event of default by the Purchaser in the performance of the contract after acceptance of the Offer by the Government, the Earnest Money may be forfeited at the option of the Government, in which event the Purchaser shall be relieved of further liability, constituting liquidated damages and the Government's sole remedy.

13. Rescission.

The Government may rescind its acceptance of the Offer if it is reasonably determined by the Government that such action is justified for such causes as a military conflict, a national emergency, or evidence of misrepresentation or other wrongful conduct by the Purchaser. Any rescission will be without liability on the part of the Government other than to return the earnest money deposit without interest.

14. Risk Of Loss.

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.

15. Possession.

The Purchaser agrees to assume possession of the Property upon conveyance of the Property.

16. Title Evidence.

Any title evidence that may be desired by the Purchaser will be procured at its sole cost and expense. The Government will, however, cooperate with the Purchaser or its authorized agent in this connection and will permit examination and inspection of any documents relating to the title of the Property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

17. Government Liability.

If this Offer to Purchase is accepted and (a) the transaction does not close because the Government fails for any reason to perform its obligations as set forth herein; or (b) title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, the Government shall promptly refund to the Purchaser all amounts paid by Purchaser, without interest, whereupon the Government shall have no further liability to the Purchaser.

18. Liability For Taxes.

Upon conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property. Sums paid or due to be paid by the Government in lieu of taxes pursuant to statutory authority shall be prorated. The Government does not know of any past due taxes or past due payments in lieu of taxes that are owed by the Government for the Property.

19. Taxes And Recording.

The Purchaser shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents

such revenue and documentary stamps as may be required by federal, county, and local law. All instruments of conveyance shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense. A recorded copy of the deed will be supplied to the Government.

20. Covenant Against Contingent Fees.

The Purchaser warrants that it has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

21. Nondiscrimination.

The Purchaser covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Purchaser and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, age, disability or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

22. Notice Of Hazardous Substance Activity.

Pursuant to 40 C.F.R. 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (C.E.R.C.L.A.) (42 U.S.C § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the Government gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property. The deed conveying this Property will include this notice and the following Covenants and Reservations of Access.

- a. C.E.R.C.L.A. Covenant. The Government warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. The Government warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which Purchaser, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (P.R.P.) with respect to the Property immediately prior to the date of this conveyance; or
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Purchaser, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Purchaser, its successors or assigns, seeks to have the Government conduct any additional response action, and, as a condition precedent to the Government incurring any additional cleanup obligation or related expenses, Purchaser, its successors or assigns, shall provide the Government at least forty-five (45) days written notice of such a claim. In order for the forty-five (45) day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by Purchaser, its successors or assigns, or any party in possession.

- b. **Reservation Of Access.** The Government reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the Government and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

23. Objects Affecting Navigable Airspace.

Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "F.A.A.") as recommended in House Report Number 95-1053 entitled "F.A.A. Determination of 'No Hazard' for Structures Near Airports", it has been determined that a public airport, Midway International Airport, is located within six (6) nautical miles of the Property. There shall be no construction on, or alteration of, the Property unless a determination of "no hazard to air navigation" is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

24. Provisions Regarding Impacted Soils.

The Purchaser shall permit no permanent construction upon or occupancy of the Property until Purchaser obtains a No Further Remediation Letter from the Illinois Environmental Protection Agency (I.E.P.A.) for open Incident Number 20021195, in accordance with Title 35, Subtitle G, Chapter 1, Subchapter d, Part 732, Underground Injection Control and Underground Storage Tank Programs, subpart 701. The Purchaser shall obtain I.E.P.A. approval of Site Specific Remedial Objectives (732.408) and a Corrective Action Plan (732.405) for open Incident Number 20021195 and reported indicator compounds. The Purchaser shall be responsible for the cleanup of all petroleum product on the Property regardless of

its origin, and shall hold the Government harmless in connection with any cost or liability associated with any cleanup of petroleum product existing on the Property or found on the Property in the future.

25. Notices.

Notices required under this Agreement shall be in writing and shall be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the Notice (regardless of how it is delivered), or (ii) whether or not actually received, postage paid, registered or certified mail, return receipt requested, or by a reputable overnight delivery service (e.g. Federal Express, Purulator, Airborne, et cetera) addressed, two (2) days after such notice has been deposited in the United States Mail to the Purchaser or Government, as the case may be, at the addresses set forth below:

If To Purchaser:

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

If To The Government:

United States of America,
acting by and through the
General Services Administration
Property Disposal Division
Boston Operations Branch
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attention: William A. Costa,
Acting Director

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street, Suite 1600
Chicago, Illinois 60602
Attention: Steve Holler,
Chief Assistant Corporation
Counsel

3/1/2006

REPORTS OF COMMITTEES

71577

In Witness Whereof, The City of Chicago, through its authorized representatives, has caused this offer to be executed and delivered to the United States of America acting by and through, _____ this ____ day of _____, 2005.

The City of Chicago, acting by and
through its Department of Planning
and Development

By: Lori T. Healy,
Commissioner

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the State of Illinois, do hereby certify that Lori T. Healy, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago ("City"), and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument in her official capacity as such Commissioner as her free and voluntary act, for the consideration and purposes therein set forth, and that she was duly authorized by law to execute the same.

In Witness Whereof, I have hereunto set my hand and notarial seal this ____ day of _____, 2005.

Notary Public

(Acceptance)

Accepted this _____ day of _____, 2005.

Exhibit "C".
(To Ordinance)

*Agreement For The Purchase And Sale
And Redevelopment Of Land.*

This agreement for the purchase and sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and James McNaughton/Pershing Road, L.L.C., an Illinois limited liability corporation, ("Developer"), located at 123 East Ogden, Hinsdale, Illinois 60521-3564.

Recitals.

Whereas, The United States, acting through the General Services Administration (the "United States") is the owner of the unimproved real property legally described on (Sub)Exhibit A (the "Development Site") located at 1716 West Pershing Road, Chicago, Illinois; and

Whereas, The Developer has recently completed a housing development project on certain real property adjacent to the Development Site and is interested in acquiring the Development Site for inclusion in the next phase of such housing development project; which will include the new construction of eight (8) single-family residences and eight (8) single-family attached residences (the "Project"); and

Whereas, Under applicable federal law, the United States is able to offer the City a right of first refusal to acquire the Development Site in lieu of selling it through a competitive bidding process; and

Whereas, The Developer has asked the City to act as an intermediary in acquiring the Development Site, and then transferring the Development Site to the Developer for the Project; and

Whereas, The City has an interest in seeing the Development Site developed with the Project; and

Whereas, Simultaneously with the execution of this Agreement, the City and the United States are entering into that certain Offer to Purchase, pursuant to which

the United States will sell and convey the Development Site to the City (the "I.G.A."); and

Whereas, Pursuant to this Agreement, the City has agreed to sell and convey the Development Site to the Developer, provided, however, that the City shall incur no costs or liabilities in doing so; and

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 (a) purchase the Development Site from the United States in accordance with the I.G.A., and (b) sell the Development Site to the Developer for the sum of (i) Eight Hundred Fifty Thousand Dollars (\$850,000), plus (ii) any amounts required to be paid by the City under the terms of the I.G.A. (or otherwise) in order to acquire the Development Site from the United States (collectively, the "Purchase Price"). The Developer agrees to such purchase and sale transaction. All closing costs and any other costs associated with the transactions contemplated under this Agreement shall also be borne by the Developer.

Section 3.

Performance Deposit.

Prior to the introduction of this Agreement to City Council, the Developer shall deposit with the City certified funds or an unconditional, irrevocable, direct pay

letter of credit in the amount of Eighty-Five Thousand Dollars (\$85,000), as security for the performance of its obligations of this Agreement ("Performance Deposit") which will be retained by the City until the Closing Date. The earnest money shall be deposited in a joint order escrow with Chicago Title Insurance Company. Any interest earned on the Performance Deposit shall belong to the Developer unless, under the terms of this Agreement, the City is entitled to such Performance Deposit. The Performance Deposit shall be returned to the Developer upon the issuance of a Certificate of Completion by the City. The Developer shall be entitled to request, and the City shall be obligated to timely issue, a Certificate of Completion so long as no Event of Default exists under this Agreement upon the occurrence of (a) the Developer's completion of the lawful construction of the Project, as evidenced by a certificate of occupancy or such other evidence of inspection approvals as shall be satisfactory to the City for all of the sixteen (16) residences in the Project, and (b) the City's determination that the Developer has satisfied its employment obligations under Section 15 of this Agreement, and (c) the Developer's receipt and delivery to the City of the N.F.R.L. (as defined in Section 14).

Section 4.

Conveyance Of Property.

This Agreement and the I.G.A. contemplate and require two (2) conveyances that shall occur simultaneously, and the deeds for which shall be recorded in the following order:

- First, the United States' quitclaim deed of the Development Site to the City (the "United States Deed");
- Second, the City's quitclaim deed of the Development Site to the Developer (the "City Deed").

A. The United States Deed. The United States shall convey the Development Site to the City in accordance with the terms of the I.G.A., a copy of which has previously been delivered to, reviewed and approved by the Developer and its legal counsel.

B. The City Deed. The City, which is acting solely as an intermediary and conduit to facilitate the transfer of the Property to the Developer, shall make no warranties of title whatsoever or otherwise provide any assurances as to the condition of title, the condition of the Development Site, or any other matter. Without limiting the generality of the foregoing, the City shall convey the

Development Site to the Developer by quitclaim deed, subject to the terms of this Agreement and the following:

1. General real estate taxes and any special assessments or other taxes.
2. Easements, encroachments, covenants and restrictions of record and not shown of record.
3. Such other title defects as may exist and shall be reasonably acceptable to the Developer. In the event that the Developer should find any title defects that are not reasonably acceptable, Developer's sole remedy shall be to terminate this Agreement and receive the return of its Performance Deposit.

C. Title Commitment And Insurance. Not less than thirty (30) days before the anticipated Closing Date, the Developer, at the Developer's expense, shall order a current title commitment issued by Chicago Title Insurance Company or another reputable title company for the Development Site. The Developer shall also pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements that the City and the Developer deem necessary or desirable.

D. Survey. Not less than thirty (30) days before the anticipated Closing Date, the Developer, at the Developer's expense, will be responsible for obtaining, any surveys of the subject properties that the City and the Developer deem necessary or desirable.

E. 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 such date as the parties mutually agree to in writing provided, however, that, notwithstanding the parties' execution of this Agreement, the closing shall not occur until after the City Council has approved this Agreement and the I.G.A.. Upon such approval, the closing shall occur no later than the sooner to occur of (i) the closing date required under the I.G.A., or (ii) July 1, 2006, unless both parties agree in writing (the "Outside Closing Date").

Section 5.

Conditions Precedent To Closing.

It is the parties' intent that either both of the conveyances contemplated by this Agreement and the I.G.A. occur or that neither of such conveyances occur. The

following shall be conditions precedent to the parties' obligations to consummate the transactions contemplated under this Agreement:

A. Real Estate Taxes. The United States shall have obtained the waiver of any delinquent real estate tax liens on the Development Site payable prior to the Closing Date. If the United State is unable to obtain the waiver of any such tax liens, either the City or the Developer may terminate this Agreement. If the United States is unable to obtain the waiver of such taxes and the Developer elects to close, the Developer shall take title subject to such delinquent taxes and assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes payable after the Closing on the Development Site.

B. Recordation Of Documents. The Developer, at Developer's expense, shall, as part of the closing, cause the two (2) deeds and this Agreement, or a memorandum thereof, to be recorded at the Office of the Cook County Recorder of Deeds.

C. Escrow. The United States, the City and the Developer shall have executed closing escrow instructions or a closing escrow agreement in a form mutually acceptable to the parties. The Developer shall pay all escrow fees and charges.

D. Organization And Authority Documents. The Developer shall provide certified articles of organization, operating agreement, resolutions and such other limited liability company organizational and authority documents (or corporate or partnership organizational and authority documents, as applicable) as the City may reasonably request relating to the Developer's ability to consummate this transaction.

E. Environmental Reports. The Developer shall be responsible for obtaining any environmental reports that it deems necessary and any reports relating to any Leaking Underground Storage Tank incidents that occurred at the Property. The City shall assist in obtaining such reports from the United States and shall also assist the Developer in obtaining a right of entry from the United States to perform any environmental testing that the Developer deems necessary.

F. Economic Disclosure Statements. The Developer and any other required parties shall have provided the City with complete, executed Economic Disclosure Statements and any other "scofflaw" check disclosures and requirements as the City may customarily require.

G. Other Documents And Assurances. The Developer shall have provided the City with such other documents as the City may reasonably request to confirm that all requisite approvals for the contemplated transactions have been obtained and that the closing, and the City entering into title, may occur without any cost or liability to the City.

H. I.G.A. Conditions Precedent. All conditions precedent in the I.G.A. shall have been satisfied and the United States shall be prepared to close there under.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. After the Closing Date, the Developer agrees to construct the Project Improvements (the "Improvements") in accordance with the Site Plans and Architectural Drawings listed in (Sub)Exhibit B, which shall be approved by D.P.D. prior to the construction of such Improvements 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.. Such construction shall be at Developer's sole expense. In the event that the conveyances contemplated by this Agreement shall not occur, Developer shall be entitled to no compensation from the City for any pre-closing expenses. The Improvements shall be constructed in accordance with the Drawings and all other applicable laws, regulations and codes, including, without limitation, Section 7-28 and Section 11-4 of the Municipal Code.

B. Relocation Of Utilities, Curb Cuts And Driveways. In connection with the construction of the Improvements, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of any public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the [[improvements]] and other Improvements contemplated by this Agreement; (c) the removal of any existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services, all to the extent applicable. Any streetscaping, including any paving of sidewalks, landscaping and lighting shall be provided by the Developer as part of the Improvements.

C. Barricades And Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Development Site 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 Department of Construction and Permits ("D.C.A.P.") 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 Development Site. The approval given by D.P.D. shall be only for the benefit of the Developer.

Section 8.

Restrictions On Use.

The Developer agrees that it:

A. Shall use the Development Site solely to construct the Project and sell the single-family homes and the townhomes in the Project to individual homeowners. Developer acknowledges and agrees that such use restriction constitute material, bargained for consideration for the City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to act as an intermediary in facilitating the transfers contemplated under the I.G.A. and this Agreement.

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 Development Site or the construction of the Improvements.

Section 9.

Prohibition Against Transfer Of Property.

Prior to the fifth (5th) anniversary date of the Closing Date, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion, directly or indirectly sell or convey the Development Site or any part

thereof or any interest therein, or the Developer's controlling interests therein, except in connection with the contemplated construction by Developer (or Developer's affiliate) of the Project and the sale of individual residential units to private homebuyers prior to such fifth (5th) anniversary date, which sales are expressly permitted hereunder. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement). This prohibition shall automatically terminate on the fifth (5th) anniversary date of the Closing Date. Notwithstanding the foregoing, the Developer shall have the right to grant a one or more lenders providing construction financing for the Project a mortgage lien (or mortgage liens) secured by the Property.

Section 10.

Covenants Running With The Land.

After the Closing Date, the covenants provided in Sections 8 and 9 will be 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. Such covenants shall be imposed either by the recording of this Agreement or another instrument in a form acceptable to the City.

Section 11.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. 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. Subject to Section 11.B, if the Developer defaults in performing its obligations under this Agreement and the City delivers written notice of such default, the Developer shall have a sixty (60) day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty (60) day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and therefore diligently prosecutes such cure through to completion, 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 City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the Outside Closing Date. Such failure shall constitute an immediate "Event of Default". Failure to close by such outside Closing Date resulting from the Developer's breach of this Agreement shall entitle the City to terminate this Agreement and retain the Performance Deposit as liquidated damages as the City's sole and exclusive remedy.

2. Event Of Default. The occurrence of any one or more of the following shall constitute an "Event of Default":
 - a. the Developer fails to perform any obligation of Developer under this Agreement; which default is not cured pursuant to Section 11.C.1; or
 - b. the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 11.C.1; 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 of the Improvements for a period of four (4) months (no notice or cure period shall apply), subject however, to acts of

God, force majeure conditions, failure of the I.E.P.A. to timely process any remediation reviews or approvals and similar events outside of the Developer's control that result in an involuntary work stoppage; or

- e. the Developer fails to timely pay real estate taxes or assessments affecting the Development Site 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 such property, which default is not cured pursuant to Section 11.C.1; or
 - f. the Developer makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or
 - g. the Developer's financial condition, operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements which default is not cured pursuant to Section 11.C.1; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the contemplated conveyances, which default is not cured pursuant to Section 11.C.1; or
 - i. failure to close by the Outside Closing Date (no notice or cure period shall apply).
3. Remedy Before Closing. If an Event of Default occurs before Closing, the City may terminate this Agreement and retain the Performance Deposit as liquidated damages.
4. After Closing. After Closing, if an Event of Default occurs relating to a breach of the covenants that run with the land, the City may exercise any and all remedies available to the City at law or in equity. These remedies shall be in addition to the indemnification rights afforded to the City hereunder. The City shall be entitled to recover any actual damages (but not any special or punitive damages).

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 12.

*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 or the properties that are the subject of 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 entity 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.

Section 13.

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; (iv) any actions resulting from any activity undertaken by the Developer on the Development Site prior to or after the conveyance of said property to the Developer by the City; (v) any environmental problems associated with the Development Site alleging a violation of any federal, state or local environmental laws or regulations; and (vi) any claims, lawsuits or proceedings brought by on behalf of any buyer of any residential unit in the Project related to the Developer's conduct or business.

Section 14.

Environmental Matters.

The City is not the owner of, and makes no covenant, representation or warranty as to the environmental condition of the Development Site or the suitability of the Development Site for any purpose whatsoever, and the Developer agrees to accept the Development Site "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 Development Site.

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 Properties. If prior to the Closing, the City determines that contamination exists on any of the Properties, or a portion thereof, and such contamination is unacceptable to the City, the City may declare this Agreement null and void by giving written notice thereof to the Developer. In such event, the City shall return the Performance Deposit to the Developer.

If after the Closing, the environmental condition of the Development Site is not in all respects entirely suitable for the Developer's use, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Development Site in a condition which is suitable for such intended use of such property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Development Site and the Development Site (including, without limitation, claims arising under C.E.R.C.L.A.) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Properties prior to the Closing.

The Developer covenants that it shall enroll the Development Site in the State of Illinois Site Remediation Program ("S.R.P.") for purposes of obtaining a No Further Remediation Letter ("N.F.R.L.") under the S.R.P.. Such N.F.R.L. shall (a) cover and resolve open LUST Incident Number 20021195 in accordance with applicable law and Section 24 of the I.G.A., and (b) confirm that the entire Development Site has been remediated so as to satisfy the remediation standards applicable to residential developments. The Developer shall bear the cost of preparing all necessary S.R.P. reports, performing all necessary remediation work, and otherwise taking such actions as may be necessary to obtain such N.F.R.L.

*Section 15.**Developer's Employment Obligations.*

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Developer constructing the Project on the Development Site (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 Development Site:

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 nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 Development Site, 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 15.A shall be a basis for the City to pursue remedies under the provisions of Section 11.

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 2-92-330 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 Chief Procurement Officer, 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 noncompliance which has not been remedied in accordance with the breach and cure provisions contained in Section 11.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 15.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 for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), 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 15.C, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit C hereto) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 15.C only:

(i) 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" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business

enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as a 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 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 the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both 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 15.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 15.C shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 15.C. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 15.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 15.C to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 15.C, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 16.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with any of the City deeds executed pursuant hereto, and the delivery of such deeds shall not be deemed to affect or impair the provisions of this Agreement that are intended to survive the

Closing Date, including, specifically, but without limitation, Sections 8, 9, 10, 13, 14 and 15.

Section 17.

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 18.

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 19.

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 20.

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:

James McNaughton/Pershing Road,
L.L.C.
123 East Ogden
Hinsdale, Illinois 60521-3564
Attention: Steven R. Gregory

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 21.

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 Development Site, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 22.

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 23.

Termination.

In the event that the Closing has not occurred by the Closing Date, then the City or Developer may terminate this Agreement upon written notice to the other party and, unless such failure to close is due to a default by the Developer in its obligations under this Agreement, the Performance Deposit shall be immediately returned to the Developer.

Section 24.

Recordation Of Agreement.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds with the prior written consent of the United States. The Developer shall pay the recording fees.

Section 25.

Executive Order 2005-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-

tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

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, acting by and through its Department of Planning and Development

By: _____
Lori T. Healey,
Commissioner

James McNaughton/Pershing Road,
L.L.C., an Illinois limited liability corporation

By: _____
[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 _____, 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 _____ of James McNaughton/Pershing Road, L.L.C., she/he signed and delivered the instrument pursuant to authority given by the Board of Directors as her/his free and voluntary act and as the free and voluntary act and deed of the limited liability corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2006.

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 Lori T. Healey, 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 _____, 2006.

Notary Public

[(Sub)Exhibits "B" and "C" referred to in this Agreement
with James McNaughton/Pershing Road, L.L.C. for
Purchase, Sale and Redevelopment of Land
unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with James
McNaughton/Pershing Road, L.L.C. for Purchase,
Sale and Redevelopment of Land constitutes
Exhibit "A" to ordinance and printed on
page 71568 of this *Journal*.]

AUTHORIZATION FOR EXECUTION OF AGREEMENT FOR
SALE, EXCHANGE AND REDEVELOPMENT
OF SPECIFIED PROPERTIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the sale, exchange and redevelopment of properties, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns an unimproved parcel of real property having approximately three thousand (3,000) square feet and commonly known as 2700 West Thomas Street, Chicago, Illinois (as more particularly described on Exhibit A to this ordinance, the "City Parcel"); and

WHEREAS, The Puerto Rican Cultural Center "Juan Antonio Corretjer", an Illinois not-for-profit corporation (the "P.R.C.C."), currently leases from Stanley Kustra, an individual (the "Owner"), an unimproved parcel of real property having approximately three thousand (3,000) square feet and commonly known as 2658 West Haddon Avenue, Chicago, Illinois (as more particularly described on Exhibit B to this ordinance, the "Parking Parcel"), which is located one block from the City Parcel and is used by the P.R.C.C. to provide free, off-street parking for the P.R.C.C.'s operations and activities (such use, "Parking Purposes"); and

WHEREAS, The City and the P.R.C.C. are interested in acquiring the Parking Parcel from the Owner in order to provide permanent off-street parking for the P.R.C.C.'s operations and activities; and

WHEREAS, In lieu of the City directly purchasing the Parking Parcel from the Owner for cash and conveying it to the P.R.C.C. for One and no/100 Dollars (\$1.00), the City, the Owner and the P.R.C.C. have instead agreed to a land exchange to facilitate the P.R.C.C.'s acquisition of the Parking Parcel; and

WHEREAS, Pursuant to such land exchange, (a) the City shall convey the City Parcel to the P.R.C.C. for One and no/100 Dollars (\$1.00), (b) the P.R.C.C. shall immediately convey the City Parcel to the Owner in exchange for the Parking Parcel,

and (c) the Owner shall immediately convey the Parking Parcel to the P.R.C.C. in exchange for the City Parcel; and

WHEREAS, After acquiring the Parking Parcel, the P.R.C.C. shall construct certain parking lot improvements on the Parking Parcel and thereafter use it for Parking Purposes (the "Project"); and

WHEREAS, After acquiring the City Parcel, it is anticipated that the Owner will construct a three (3) story residential building on the City Parcel, thereby increasing the City's real estate tax revenues and providing additional in-fill housing in the West Town neighborhood; and

WHEREAS, The City has an interest in seeing the Parking Parcel conveyed to the P.R.C.C. and developed for the Project and the City Parcel developed with residential housing; and

WHEREAS, The City is willing to convey the City Parcel to the P.R.C.C., for the P.R.C.C.'s immediate reconveyance to the Owner in exchange for the Owner's conveyance of the Parking Parcel to the P.R.C.C., so long as the City shall incur no costs or liabilities to either party in doing so; and

WHEREAS, By Resolution Number 05-137-21, adopted by the Plan Commission of the City of Chicago ("Commission") on December 15, 2005, the Commission recommended the conveyance of the City Parcel to the P.R.C.C., subject to P.R.C.C.'s immediate exchange of such parcel for the Parking Parcel; 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 are incorporated herein and made a part of this ordinance.

SECTION 2. The Commissioner of the Department of Planning and Development ("Commissioner") is authorized to execute and deliver on behalf of the City a redevelopment agreement in substantially the form of Exhibit C to this ordinance (the "Redevelopment Agreement"), and any and all other documents required or otherwise necessary or appropriate to consummate the transactions described in the recitals of this ordinance and reasonably contemplated under the Redevelopment Agreement, subject to the review and approval of the Corporation Counsel.

SECTION 3. The Mayor is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcel to the P.R.C.C. for the sum of One and no/100 Dollars (\$1.00), subject to the approval of the Corporation Counsel.

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 take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Parcel.
(Subject To Final Title And Survey)

[To Come]

Common Address:

2700 West Thomas Street.

Permanent Index Number:

16-01-404-045-0000.

Exhibit "B".
(To Ordinance)

Legal Description Of Parking Parcel.
(Subject To Final Title And Survey)

[To Come]

Common Address:

2658 West Haddon Avenue.

Permanent Index Number:

16-01-401-023-0000.

Exhibit "C".
(To Ordinance)

*Agreement For The Sale, Exchange And
Redevelopment Of Land.*

This agreement for the sale, exchange and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, 2006, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and the Puerto Rican Cultural Center "Juan Antonio Corretjer", an Illinois not-for-profit corporation (the "P.R.C.C."), having an address of 2739 -- 2741 West Division Street, Chicago, Illinois 60622, and Stanley & Wesley Kustra Partnership, an Illinois general partnership (the "Owner"), having an address of 2659 West Division Street, Chicago, Illinois 60602.

Recitals.

A. The City owns an unimproved parcel of real property having approximately three thousand (3,000) square feet and commonly known as 2700 West Thomas Street, Chicago, Illinois (as more particularly described on (Sub)Exhibit A, the "City Parcel").

B. The P.R.C.C. currently leases from Owner an unimproved parcel of real property having approximately three thousand (3,000) square feet and commonly known as 2658 West Haddon Avenue, Chicago, Illinois (as more particularly described on (Sub)Exhibit B, the "Parking Parcel"), which is located one block from the City Parcel and used by the P.R.C.C. to provide free, off-street parking for the P.R.C.C.'s operations and activities (such use, "Parking Purposes").

C. The City and the P.R.C.C. are interested in acquiring the Parking Parcel from the Owner in order to provide permanent off-street parking for the P.R.C.C.'s operations and activities.

D. In lieu of the City directly purchasing the Parking Parcel from the Owner for cash and conveying it to the P.R.C.C. for One and no/100 Dollars (\$1.00), the City, the Owner and the P.R.C.C. have instead agreed to a land exchange to facilitate the P.R.C.C.'s acquisition of the Parking Parcel.

E. Pursuant to such land exchange, (a) the City shall convey the City Parcel to the P.R.C.C. for One and no/Dollars (\$1.00), (b) the P.R.C.C. shall immediately convey the City Parcel to the Owner in exchange for the Parking Parcel, and (c) in exchange, the Owner shall immediately convey the Parking Parcel to the P.R.C.C. in exchange for the City Parcel.

F. After acquiring the Parking Parcel, the P.R.C.C. shall construct certain parking lot improvements on the Parking Parcel and thereafter use it for Parking Purposes (the "Project").

G. After acquiring the City Parcel, it is anticipated that the Owner will construct a three-story residential building on the City Parcel, thereby increasing the City's real estate tax revenues and providing additional in-fill housing in the West Town neighborhood.

H. The City has an interest in seeing the Parking Parcel conveyed to the P.R.C.C. and developed for the Project and the City Parcel developed with residential housing.

I. Pursuant to this Agreement, the City has agreed to sell and convey the City Parcel to the P.R.C.C., for the P.R.C.C.'s immediate reconveyance to the Owner in exchange for the Owner's conveyance of the Parking Parcel to the P.R.C.C., provided, however, that the City shall incur no costs or liabilities to either party in doing so.

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 And Exchange Of Parcels.*

Subject to the terms, covenants and conditions of this Agreement: (a), the City agrees to sell and convey the City Parcel to P.R.C.C. for One and no/100 Dollars (\$1.00); (b) the P.R.C.C. agrees that immediately upon the City's conveyance of the City Parcel, the P.R.C.C. shall convey the City Parcel to Owner in exchange for the Owner's conveyance of the Parking Parcel; and (c) the Owner agrees that simultaneous with the P.R.C.C.'s conveyance of the City Parcel, the Owner shall convey the Parking Parcel to the P.R.C.C. in exchange for the P.R.C.C.'s conveyance of the City Parcel. No cash consideration shall be paid in connection with the P.R.C.C.'s and Owner's exchange of the City Parcel and the Parking Parcel as described in the preceding clauses (b) and (c). The City shall not bear any title costs, survey costs, escrow costs, recording costs, transfer taxes (if applicable) or any other closing costs or charges whatsoever (collectively, "Closing Costs") associated with any of the conveyances described in this paragraph. All such Closing Costs shall be paid by the P.R.C.C. and Owner, as described in this Agreement, unless the P.R.C.C. and Owner agree to a separate allocation of such costs in writing and provide a copy of such written agreement to the City, for its approval, which shall not be unreasonably withheld or delayed.

The P.R.C.C. shall pay the cost of recording the City Deed (as defined below) and all Closing Costs associated with the City's conveyance of the City Parcel to P.R.C.C.. The P.R.C.C., at its expense, shall obtain such survey, title commitment, title insurance and other due diligence and closing assurances as it deems necessary in connection with its acquisition of the City Parcel.

The P.R.C.C. shall pay the cost of recording the Owner Deed (as defined below) and all Closing Costs associated with its acquisition of the Parking Parcel from the Owner, exclusive of any applicable State and County real estate transfer taxes imposed upon the Owner, as transferor, by applicable law. The P.R.C.C., at its expense, shall obtain such survey, title commitment, title insurance and other due diligence and closing assurances as it deems necessary in connection with its purchase of the Parking Parcel.

The Owner shall pay the cost of recording the P.R.C.C. Deed (as defined below) and all Closing Costs associated with its acquisition of the City Parcel from the P.R.C.C., exclusive of any applicable State and County real estate transfer taxes imposed upon the P.R.C.C., as transferor, by applicable law. The P.R.C.C. shall, at its expense, obtain such survey, title commitment, and title insurance as it deems necessary in connection with its acquisition of the City Parcel.

*Section 3.**Performance Deposit.*

[Intentionally Deleted]

*Section 4.**Conveyance Of Property.*

A. Simultaneous Closings. This Agreement contemplates and requires that all three (3) conveyances occur at the same time, with the deeds being recorded in the following order:

First, the City's quitclaim deed of the City Parcel to the P.R.C.C. (the "City Deed");

Second, the P.R.C.C.'s deed of the City Parcel to the Owner (the "P.R.C.C. Deed"); and

Third, the Owner's deed of the Parking Parcel to the P.R.C.C. (the "Owner Deed").

B. The City Deed. The City, in conveying the City Parcel, is acting solely as an intermediary to facilitate the ultimate transfer of the Parking Parcel to the P.R.C.C.. The City makes no warranties of title whatsoever and does not otherwise provide any assurances as to the condition of title or zoning or the geophysical or environmental condition of the City Parcel, the Parking Parcel, or any other matter. Without limiting the generality of the foregoing, the City shall convey the City Parcel to the P.R.C.C. by quitclaim deed, subject to the terms of this Agreement and the following:

1. General real estate taxes and any special assessments or other taxes.
2. Easements, encroachments, covenants and restrictions of record and not shown of record.
3. Such other title defects as may exist.

C. Title Commitment And Title Insurance. Not less than thirty (30) days before the anticipated Closing Date, (i) the P.R.C.C., at the P.R.C.C.'s expense, shall deliver to the City a current title commitment issued by a reputable title company for the Parking Parcel, and (ii) the Owner, at the Owner's expense, shall deliver to the City a current title commitment issued by a reputable title company for the City Parcel. At Closing, the P.R.C.C. and the Owner shall each deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the parcel that it acquires.

D. Survey. Not less than thirty (30) days before the anticipated Closing Date, (i) the P.R.C.C., at the P.R.C.C.'s expense, shall deliver to the City a current survey of the Parking Parcel, and (ii) the Owner, at the Owner's expense, shall deliver to the City a current survey of the City Parcel.

E. The Closing. The closing ("Closing") shall take place at the downtown offices of the title insurer on such date as the parties mutually agree to in writing provided, however, that, notwithstanding the parties' execution of this Agreement, in no event shall the closing occur until and unless the conditions precedent set forth in Section 5 are all satisfied, nor shall the closing occur any later than June 1, 2006, unless all parties agree in writing (the "Outside Closing Date").

Section 5.

Conditions Precedent To Closing.

It is the parties' intent that either all of the conveyances contemplated by this Agreement occur or that none of such conveyances occur. The following shall be conditions precedent to the parties' obligations to consummate the transactions contemplated under this Agreement:

A. Real Estate Taxes. The City, as to the City Parcel, shall have obtained a waiver or exemption as to any delinquent real estate taxes attributable to such parcel, if any. If the City determines, however, that it is unable to obtain a waiver of exemption of any such delinquent real estate taxes, it shall not be required to pay such open taxes and may elect to terminate this Agreement, unless both the P.R.C.C. and the Owner give the City written notice of their election to close notwithstanding such tax delinquencies. If the P.R.C.C. and the Owner so elect, they shall assume the responsibility for any such delinquent real estate taxes and provide the City with their written agreement as to how the liability for such taxes shall be allocated.

The Owner, as to the Parking Parcel, shall have paid all general real estate taxes due and payable with respect to the Parking Parcel as of the Closing Date. The

Owner and the P.R.C.C. may agree in writing to additional pro rations applicable to the Parking Parcel by separate agreement, provided a copy of any such separate agreement is delivered to the City for its approval, which shall not be unreasonably withheld or delayed.

B. Organization and Authority Documents. The P.R.C.C. shall provide certified articles of incorporation, bylaws, resolutions and such other organizational and authority documents as the City may reasonably request.

C. Environmental Reports. The P.R.C.C. and the Owner shall be responsible for obtaining any environmental reports that it deems necessary with respect to the parcel that it is acquiring.

D. Economic Disclosure Statements. The P.R.C.C., the Owner and any other required parties shall have provided the City with complete, executed Economic Disclosure Statements and any completed any other "scofflaw" check disclosures and requirements as the City may customarily require.

E. Other Documents and Assurances. The P.R.C.C. shall have provided the City with such other documents as the City may reasonably request to confirm that all requisite approvals for the contemplated transactions have been obtained.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. After the Closing Date, the P.R.C.C. agrees to construct the Parking Parcel improvements (the "Improvements") in accordance with the Site Plans and Architectural Drawings listed in (Sub)Exhibit C, which shall be approved by D.P.D. prior to the construction of such Improvements 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. Such construction shall be at P.R.C.C.'s sole expense. In the event that the conveyances contemplated by this Agreement shall not occur, P.R.C.C. shall be entitled to no compensation from the City for any pre-closing expenses. The Improvements shall be constructed in accordance with the Drawings and all other applicable laws, regulations and codes, including, without limitation, Section 7-28 and Section 11-4 of the Municipal Code.

B. Relocation Of Utilities, Curb Cuts And Driveways. In connection with the construction of the Improvements, the P.R.C.C. shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of any

public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Improvements and other Improvements contemplated by this Agreement; (c) the removal of any existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services, all to the extent applicable. Any streetscaping, including any paving of sidewalks, landscaping and lighting shall be provided by the P.R.C.C. as part of the Improvements.

C. Barricades And Signs. The P.R.C.C. agrees to erect such signs as the City may reasonably require identifying the Parking Parcel as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the P.R.C.C. 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 Department of Construction and Permits ("D.C.A.P.") 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 Parking Parcel. The approval given by D.P.D. shall be only for the benefit of the P.R.C.C.

Section 8.

Restrictions On Use.

The P.R.C.C. agrees that it:

A. For a period of twenty (20) years from the Closing Date (such date, the "20th Anniversary Date"), the P.R.C.C. shall use the Parking Parcel solely to construct the Project and for free Parking Parcel Purposes. P.R.C.C. acknowledges and agrees that such use restriction constitute material, bargained for consideration for the

City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to act as an intermediary in facilitating the transfers contemplated under this Agreement.

B. The P.R.C.C. shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the use or occupancy of the Parking Parcel or the construction of the Improvements.

Section 9.

Prohibition Against Transfer Of Property.

Prior to the twentieth (20th) Anniversary Date, the P.R.C.C. may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion, directly or indirectly sell or convey the Parking Parcel or any part thereof or any interest therein, or the P.R.C.C.'s controlling interests therein, or charge or permit to be charged any fees for the privilege of parking on the Parking Parcel.

Section 10.

Covenants Running With The Land.

After the Closing Date, the covenants provided in Sections 8 and 9 will be 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. Such covenants shall be imposed either by the recording of this Agreement or another instrument in a form acceptable to the City.

Section 11.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the P.R.C.C.'s performance of its obligations under this Agreement.

B. Permitted Delays. The P.R.C.C. shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the P.R.C.C.'s control and without the P.R.C.C.'s fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the P.R.C.C. requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 11.B, if the P.R.C.C. defaults in performing its obligations under this Agreement and the City delivers written notice of such default, the P.R.C.C. shall have a sixty (60) day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty day period, then provided the P.R.C.C. has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and therefore diligently prosecutes such cure through to completion, 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 City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the Outside Closing Date. Such failure shall constitute an immediate "Event of Default". Failure to close by such outside Closing Date shall entitle the City to terminate this Agreement.

2. Event Of Default. The occurrence of any one or more of the following shall constitute an "Event of Default":
 - a. the P.R.C.C. fails to perform any obligation of P.R.C.C. under this Agreement; which default is not cured pursuant to Section 11.C.1; or
 - b. the P.R.C.C. makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 11.C.1; or
 - c. a petition is filed by or against the P.R.C.C. 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 P.R.C.C. abandons or substantially suspends the construction of the Improvements (no notice or cure period shall apply); or
 - e. the P.R.C.C. fails to timely pay real estate taxes or assessments affecting the Parking Parcel 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 such property, which default is not cured pursuant to Section 11.C.1; or
 - f. the P.R.C.C. makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or
 - g. the P.R.C.C.'s financial condition, operations adversely changes to such an extent that would materially affect the P.R.C.C.'s ability to complete the Improvements which default is not cured pursuant to Section 11.C.1; or
 - h. the P.R.C.C. fails to comply with the terms of any other written agreement entered into with the City with respect to the contemplated conveyances, which default is not cured pursuant to Section 11.C.1; or
 - i. Failure of the P.R.C.C. or Owner to close by the Outside Closing Date (no notice or cure period shall apply).
3. Remedy Before Closing. If an Event of Default occurs before the Closing, the City may terminate this Agreement.
4. Remedies After Closing. After Closing, if an Event of Default occurs relating to a breach of the covenants that run with the land, the City may exercise any and all remedies available to the City at law or in equity. These remedies shall be in addition to the indemnification rights afforded to the City hereunder.

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 P.R.C.C. shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the P.R.C.C.

Section 12.

*Conflict Of Interest; City's Representatives
Not Individually Liable.*

The P.R.C.C. and the Owner each warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the properties that are the subject of 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 entity 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 P.R.C.C. or the Owner or any successor in interest in the event of any default or breach by the City.

Section 13.

Indemnification.

The P.R.C.C. and the Owner each severally (i.e., only as to its own acts and omissions, and not as to the other party's) 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 the following, as applicable: (i) its failure to perform its obligations under this Agreement; (ii) the failure of the P.R.C.C. or any of its contractors to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) its failure to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; (iv) any actions resulting from any activity undertaken by the Owner or the P.R.C.C., or their invitees, or other persons on the Parking Parcel prior to or after the conveyance of said property to the P.R.C.C. by the Owner; (v) any environmental problems associated with the City Parcel or the Parking Parcel; and (vi) any claims, lawsuits or proceedings brought by on behalf of any buyer of the City Parcel or any user of the Parking Parcel.

Section 14.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the City Parcel or the Parking Parcel or the suitability of the City Parcel

or the Parking Parcel for any purpose whatsoever, and the Owner (as to the City Parcel) and the P.R.C.C. (as to the Parking Parcel) agrees to accept the applicable parcel "as is".

It shall be the responsibility of the P.R.C.C., at its sole cost and expense, to investigate and determine the soil and environmental condition of the Parking Parcel and the responsibility of the Owner, at its sole cost and expense, to investigate and determine the soil and environmental condition of the City Parcel.

The P.R.C.C. and the Owner each agree to deliver to the City a copy of any report prepared by it or for it regarding the environmental condition of the Parking Parcel and/or the City Parcel. If prior to the Closing, the City determines that contamination exists on any of the Parking Parcel or the Owner Parcel, or a portion thereof, and such contamination is unacceptable to the City, the City may declare this Agreement null and void by giving written notice thereof to the P.R.C.C. and the Owner.

If after the Closing, the environmental condition of the Parking Parcel or the City Parcel is not in all respects entirely suitable for the P.R.C.C.'s use or the Owner's use, as applicable, it shall be the sole responsibility and obligation of the P.R.C.C. or the Owner, as applicable, to take such action as is necessary to put the parcel in question in a condition which is suitable for such intended use of such property. The P.R.C.C. and the Owner agree to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the City Parcel and Parking Parcel and the Parking Parcel (including, without limitation, claims arising under C.E.R.C.L.A.) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on such parcels prior to the Closing.

Section 15.

P.R.C.C.'s Employment Obligations.

A. **Employment Opportunity.** The P.R.C.C. agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the P.R.C.C. constructing the Project on the Parking Parcel (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 Parking Parcel:

1. Neither the P.R.C.C. 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 P.R.C.C. 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 nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C., 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 P.R.C.C. 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 Parking Parcel, 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 15.A shall be a basis for the City to pursue remedies under the provisions of Section 11.

B. City Resident Employment Requirement. The P.R.C.C. 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 2-92-330 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. 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 noncompliance which has not been remedied in accordance with the breach and cure provisions contained in Section 11.C herein, it is agreed that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the P.R.C.C.'s budget shall be surrendered by the P.R.C.C. 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 P.R.C.C. 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 P.R.C.C. shall cause or require the provisions of this Section 15.B to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. The P.R.C.C.'s M.B.E./W.B.E. Commitment. The P.R.C.C. agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

- (a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program,

Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program" and, collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), 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 15.C, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit D hereto) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

- (1) At least twenty-four percent (24%) by M.B.E.s.
 - (2) At least four percent (4%) by W.B.E.s.
- (b) For purposes of this Section 15.C only:
- (i) The P.R.C.C. (and any party to whom a contract is let by the P.R.C.C. in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the P.R.C.C. in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
 - (ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
 - (iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the P.R.C.C.'s M.B.E./W.B.E. commitment may be achieved in part

by the P.R.C.C.'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 P.R.C.C.) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the P.R.C.C. utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E shall not be credited more than once with regard to the P.R.C.C.'s M.B.E./W.B.E. commitment as described in this Section 15.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the P.R.C.C. shall not substitute any M.B.E. or W.B.E. General Contractor or subcontractor without the prior written approval of D.P.D.

- (d) The P.R.C.C. shall deliver quarterly reports to the City's monitoring staff during the Project 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 P.R.C.C. 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 the City's monitoring staff in determining the P.R.C.C.'s compliance with this M.B.E./W.B.E. commitment. The P.R.C.C. shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the P.R.C.C., on five (5) Business Days notice, to allow the City to review the P.R.C.C.'s compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.
- (e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the P.R.C.C. 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 Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

- (f) Any reduction or waiver of the P.R.C.C.'s M.B.E./W.B.E. commitment as described in this Section 15.C shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (g) Prior to the commencement of the Project, the P.R.C.C. shall be required to meet with the City's monitoring staff with regard to the P.R.C.C.'s compliance with its obligations under this Section 15.C.. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the P.R.C.C. shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 15.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the P.R.C.C. shall submit the documentation required by this Section 15.C to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the P.R.C.C. is not complying with its obligations under this Section 15.C, shall, upon the delivery of written notice to the P.R.C.C., be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the P.R.C.C. to halt the Project, (2) withhold any further payment of any City Funds to the P.R.C.C. or the General Contractor, or (3) seek any other remedies against the P.R.C.C. available at law or in equity.

Section 16.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with any of the City deeds executed pursuant hereto, and the delivery of such deeds shall not be deemed to affect or impair the provisions of this Agreement that are intended to survive the Closing Date, including, specifically, but without limitation, Sections 8, 9, 10, 13, 14 and 15.

*Section 17.**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 18.**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 19.**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 20.**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 P.R.C.C.:

At the address in the introductory
paragraph of this Agreement

If To Owner:

At the address in the introductory
paragraph of this Agreement

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 21.

Organization And Authority.

The P.R.C.C. 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 Parking Parcel, and that the person signing this Agreement on behalf of the P.R.C.C. has the authority to do so. The Owner represents that he is the sole owner of the Parking Parcel.

Section 22.

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 23.

Termination.

In the event that the Closing has not occurred by the Closing Date, then the City may terminate this Agreement upon written notice to the P.R.C.C. and the Owner.

Section 24.

Recordation Of Agreement.

The P.R.C.C. shall record this Agreement at the Office of the Cook County Recorder of Deeds and shall pay the recording fees.

Section 25.

Executive Order 2005-1.

P.R.C.C. and the Owner agree that the P.R.C.C., nor any person or entity who directly or indirectly has an ownership or beneficial interest in P.R.C.C. of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, P.R.C.C.'s contractors (i.e., any person or entity in direct contractual

privity with P.R.C.C. regarding the subject matter of this Agreement) ("Contractors"), nor any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Sub-owners, the Owner (P.R.C.C. and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by P.R.C.C., (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between P.R.C.C. and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

P.R.C.C. and the Owner each severally represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the P.R.C.C. or the date the P.R.C.C. approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

P.R.C.C. and the Owner severally agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

P.R.C.C. and the Owner severally agree that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

P.R.C.C. and the Owner severally agree that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If P.R.C.C. or the Owner intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which P.R.C.C. is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

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, acting by and through its
Department of Planning and
Development

By: _____
Lori T. Healy,
Commissioner

Puerto Rican Cultural Center "Juan
Antonio Corretjer", an Illinois not-for-
profit corporation

By: _____
President

Stanley & Wesley Kustra Partnership,
an Illinois general partnership

By: Stanley Kustra, General Partner

By: Wesley Kustra, General Partner

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 _____ of Puerto Rican Cultural Center "Juan Antonio Corretjer", he signed and delivered the instrument pursuant to authority given by the Board of Directors as his free and voluntary act and as the free and voluntary act and deed of the limited liability corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2006.

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 Lori T. Healy, 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 _____, 2006.

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 Stanley Kustra and Wesley Kustra, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that they signed and delivered the instrument as their free and voluntary act and deed for the uses and purposes therein set forth, and as general partners of Stanley & Wesley Kustra Partnership, an Illinois general partnership.

Given under my notarial seal this _____ day of _____, 2006.

Notary Public

[(Sub)Exhibits "A", "B", "C" and "D" referred to in this
Agreement for Sale, Exchange and Redevelopment of
Land unavailable at time of printing.]

**APPROVAL FOR CONVEYANCE OF CITY-OWNED PROPERTY AT 3538
-- 3550 NORTH LINCOLN AVENUE TO AND AUTHORIZATION FOR
EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO PARK DISTRICT FOR CONSTRUCTION
OF COMMUNITY PARK.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

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 an intergovernmental agreement with the Chicago Park District regarding property at 3538 -- 3550 North Lincoln Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 is the owner of the parcel of property legally described on Exhibit A attached hereto, commonly known as 3538 -- 3550 North Lincoln Avenue ("Property"); and

WHEREAS, The Chicago 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 (the "C.P.D."), wishes to accept the transfer of the Property from the City and to improve the Property as a zero and thirty-five hundredths (0.35) acre parcel for use as a community park (the "Project"); and

WHEREAS, Such conveyance and improvements shall be made in accordance with the terms of an intergovernmental agreement between the City and the C.P.D. in substantially the form of Exhibit B attached hereto; and

WHEREAS, The City and the C.P.D. have authority to enter into the intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, On March 9, 2005, the Park District's Board of Commissioners passed its resolution approving the acceptance of the land and the construction of the Project; and

WHEREAS, On January 11, 2006, the Chicago Park District Board of Commissioners approved the intergovernmental agreement approving the terms of acceptance of the property; and

WHEREAS, The Chicago Plan Commission, pursuant to resolution approved on February 16, 2006, has approved the transfer of the land from the City to the C.P.D.; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the conveyance of the Property to the C.P.D. for One and no/100 Dollars (\$1.00).

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 C.P.D. for purposes of the Project.

SECTION 3. The Commissioner of the Department of Planning and Development ("Commissioner") is authorized to execute and deliver on behalf of the City an intergovernmental agreement in substantially the form of Exhibit B to this ordinance, and any and all other documents required or otherwise necessary or appropriate to consummate the transactions described in the recitals of this ordinance and reasonably contemplated under the intergovernmental agreement, subject to the review and approval of the Corporation Counsel.

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 take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description.

(Subject To Final Title Commitment And Survey)

Legal Description:

Lots 1, 2 and 3 in Block 1 in Gross North Addition to Chicago, being a subdivision of the southwesterly half of the east half of the southeast quarter of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3538 -- 3550 North Lincoln Avenue.

Permanent Index Numbers:

14-19-404-001-0000; and

14-19-404-002-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement Between

The City Of Chicago

And

The Chicago Park District.

(Lakeview Park Project)

This intergovernmental agreement (the "Agreement") is entered into this ____ day of _____, 2005 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 City (the "Owner") owns property which is located at 3550 North Lincoln Avenue in the Lakeview Community, in Chicago, Illinois (the "Property"), which is legally identified and described in (Sub)Exhibit C hereto; and

Whereas, The Park District wishes to accept the transfer of the Property from the City and to improve the Property as a zero and thirty-five hundredths (0.35) acre parcel for use as a community park (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 Lakeview Community [and contiguous communities] (the

"Proceeds") and has deposited such Proceeds in Fund Number PS06 131 08 5006 2604; and

Whereas, On November 17, 1999, 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 17523 to 17569 authorizing among other things funding of One Hundred Forty Thousand Dollars (\$140,000) from the 2001 Neighborhoods Alive Bond Fund for the Project; and

Whereas, On November 6, 2002, 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 95873 to 95890 (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 One Hundred Forty Thousand Dollars (\$140,000) to the Park District as a contribution towards the costs of the Project; and

Whereas, On _____, _____, 2005, the City Council of the City adopted a General Obligation Bond Ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* on said date at pages _____ to _____ authoring funding of an amount of Two Hundred Thousand Dollars (\$200,000) for the Project; and

Whereas, The total amount of funding to be provided by the City for the Project is Four Hundred Thirty-eight Thousand Dollars (\$438,000) (the "Project Assistance"); and

Whereas, On March 9, 2005, the Park District's Board of Commissioners passed an ordinance expressing its desire to cooperate with the City in the acceptance of the land and the construction of the Project (the "Park District Ordinance");

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:

Definitions.

For all purposes of the Agreement, the following terms shall be defined as follows:

Authorized City Representative: The person designated by the City as its representative in participating in the design, construction and environmental remediation related to the Project and to receive notices to the City given pursuant

to this Agreement and otherwise as the City's representative implementing this Agreement. The Commissioner of Planning acting on behalf of the City shall designate the Authorized City Representative.

Authorized District Representative: The person or entity employed or retained by the Park District to provide construction management, administration and coordination services with respect to the Project. The Park District Director of Planning and Development shall designate the Authorized District Representative.

Contract: The contract which shall be entered into between the City and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

Contract Documents: The landscape plan, Punch List, and civil drawings to be prepared by the City or its designee, and approved by the Authorized District Representative and the Authorized City Representative for compliance with and matters related to the Project.

Contractor: Any contractor that contracts with the City or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the City to complete the Project.

Final Acceptance: The date on which the Authorized Park District Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed.

Project: The remediation, design, development, construction and improvement of Lincoln/Addison Park in accordance with the time schedule and plans set forth in the Agreement, the Contract Documents, and the Project Description set forth in (Sub)Exhibit A, which is attached and made a part of this Agreement.

Schedule: The anticipated dates on which the Project or portions thereof will be completed as set forth in (Sub)Exhibit B which is attached and made a part of this Agreement.

Site: The real estate parcel or parcels described on (Sub)Exhibit C and upon which the Project will be constructed. After construction of the Project, the term "Site" shall be deemed to also include any improvements located thereon.

Work: All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to or collateral to the Contract Documents.

*Section I.**Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the 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.**Scope Of Project.**2.1 Project.*

The Park District will administer, coordinate, implement and manage the Project pursuant to the terms of this Agreement and the applicable provisions of the Municipal Code of the City.

2.2 Review Of Project.

The Park District by its designated representatives will review the landscape plan, grading plan, and civil drawings. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings, scheduling and any other factors that may affect the coordination or cost of the Project.

2.3 Implementation Of Project.

Upon completion of the review procedures described in Section 2.2 of this Agreement, the City shall determine the final Budget, which shall be the amount of the Project Assistance or an amount not to exceed Four Hundred Thirty-eight Thousand Dollars (\$438,000).

*Section III.**Responsibilities Of The Parties.**3.1 The City.*

The City will coordinate the management and administration of the Project consistent with the terms of the Agreement and assure conformance and

compliance of the Project with the Agreement. Specific responsibilities of the City include, but are not limited to, the following:

3.1.1 engage or cause to be engaged the services of development, architectural, engineering and such other construction consultants as may be necessary for the construction of the Project;

3.1.2 provide a copy of the Punch List required by the Contract Documents or the Agreements to certify that the Project conforms to the scope of work;

3.1.3 pay the costs of the Project to the extent of the cost therefor as stated in the Budget attached as (Sub)Exhibit D;

3.1.4 determine the types and amounts of insurance and bonds to be provided by the Contractor and other contractors and consultants;

3.1.5 require and procure, or cause to be procured, from the Contractor waivers of all liens or rights of lien for labor and materials furnished in connection with the construction of the Project;

3.1.6 require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City as more fully described in Section 8.1 hereof;

3.1.7 in consultation with the authorized representatives of the Park District, and subject to the prior written consent of the City and the Park District, approve any and all changes or deletions to the Contract Documents including changes or deletions, increases or decreases in the scope of the Work and adjustments in the contract price occasioned thereby;

3.1.8 progress the Project in accordance with the Schedule;

3.1.9 provide such additional services as may be agreed by the City and the Park District.

3.2 The Park District.

Specific responsibilities of the Park District include, but are not limited to, the following:

3.2.1 designate a representative to act in the Park District's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the Project;

3.2.2 upon Final Acceptance, operate, maintain, manage and insure the Site and related facilities and improvements constructed upon the Site in accordance with the Agreement and the usual and customary rules and regulations governing

use and occupancy of property operated or maintained by the Park District, until the receipt of the No Further Remediation ("N.F.R.") letter by the City in Section 4.1;

3.2.3 the Park District shall comply with Section E, Chapter VII of the Code of the Park District, relating to the name of the Park and features within the Park; and

3.2.4 provide such additional services as may be agreed by the City and the Park District.

Section IV.

Site Availability And Access.

4.1 Title To The Site; Conveyance Of The Site; Re-Zoning.

The parties understand and agree that the Property will be conveyed to the Park District upon receipt of the N.F.R. letter by the Park District. The Park District and the City agree that the City will transfer the Property to the Park District by quit claim deed. The City shall prepare all necessary transfer documents and cause the conveyance of the parcels agreed to be transferred to the District.

4.2 Land-Use.

The City shall coordinate the filing of any applications for land-use approvals, licenses, consents or permits, including without limitation, re-zoning, street or alley dedications and/or vacations, building permits and the like, that may be necessary to implement, use operate and maintain the Project until Final Acceptance. The City will cooperate with the Park District in obtaining any such approvals and permits and executing such documents as may be necessary so that the Site can be developed and used for its intended purpose until Final Acceptance.

4.3 Right-Of-Entry.

The City hereby agrees that [prior to the conveyance of title to the Site to the Park District,] the Contractor and their respective designees shall have such right or rights-of-entry upon the Site as may be required in order to maintain the Project before conveyance of the site as under Section 4.1. The Contractor shall provide

evidence of the types and amounts of insurance as shall be determined by the City and indemnify the City against all liabilities resulting from the right-of-entry.

4.4 Unpermitted Encumbrances.

Neither the City nor the Contractor nor any of their respective officials, officers, representatives, agents, employees, successors or assigns shall engage in any financing or other transaction the effect of which would create an encumbrance or lien upon the Site.

4.5 Permitted Uses.

In the event of any re-zoning requirements, the City and the Park District through their mutual efforts shall have the Property re-zoned in order to permit the construction of the Project. The City and the Park District agree to cooperate in obtaining any other approvals that may be necessary so that the Site can be developed and used for its intended purpose. The Park District acknowledges and agrees that the Agreement (a) require that property developed with Open Space Impact Fee Proceeds shall not be utilized or developed for any use other than public outdoor recreation as stipulated in the Agreement for the period of time specified in the Agreement; and (b) prohibit a "conversion in use" of the Site. Accordingly, the Park District represents and warrants that no "conversion in use" shall occur without the express written consent of the City. In the event of a conversion in use other than as permitted by this Agreement, the Park District shall be liable to the City for any and all loss which the City incurs as a result of such use.

4.6 Concessions.

Prior to conveying the Property to the Park District, no contracts for concessions or the operation or construction of concessions shall be awarded by the Park District without the City's consent.

Section V.

Environmental Conditions.

5.1 Reports And Studies.

The Authorized City Representative shall provide the Park District with any environmental tests, surveys, reports or studies with respect to the Site that may

have been obtained by City. The Park District may, but is not obligated, obtain any additional tests, surveys, reports or studies with regard to the environmental condition of the soil of the Site and the geology thereof which may be necessary in order to implement the Project.

5.2 Environmental Remediation.

The parties understand and agree that the City shall perform site preparation, which includes removal of the foundations and footings, soil disposal at appropriate disposal sites, and back-fill to the extent that such work is a Project cost as determined in the Budget.

5.3 Remediation Objective.

The City, at its own cost and expense, in consultation with the Park District, and pursuant to (Sub)Exhibit A agrees to enroll the Site in the Illinois Environment Protection Agency ("I.E.P.A.") Site Remediation Program ("S.R.P.") to obtain a N.F.R. letter and may avail itself of a Tier 3 Risk Assessment or other level of risk assessment that will establish site specific remediation objectives approved by the "I.E.P.A." to allow the Site to be used as an outdoor recreation public park, it being understood and agreed by the parties that the City shall procure or cause to be procured a N.F.R. letter for the Site without restrictions or restrictive covenants other than the use of a minimum engineered barrier or other appropriate controls, use of restrictive groundwater ordinance or maintenance of appropriate engineering controls.

5.4 Hold Harmless.

At all times during this Agreement, except as otherwise provided in this Section 5, the City and the Park District shall be responsible for compliance with I.E.P.A. directives, orders, rules and regulations ("I.P.E.A. Compliance") with respect to the Property. After conveyance of the Property to the Park District, the City shall be held harmless and released from both pre-existing environmental conditions known or unknown affecting the Property prior to conveyance of the Property to the Park District and all environmental conditions, including but not limited to I.P.E.A. Compliance, with respect to the Property after conveyance of the Property to the Park District. The Park District shall indemnify and hold harmless the City from any and all cost or expense related to or arising out of environmental conditions affecting the Property or failure to meet I.E.P.A. Compliance after conveyance of the Property to the Park District.

*Section VI.**Construction Of The Project.***6.1 Preparation Of Documents.**

The City shall appoint an architect-of-record or other design entity to prepare design documents, issue a request for proposals, which includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete in order to obtain bids or proposals for the cost of construction of the Project; provided, however, use of "in-house" (force account) staff may be used. The Contract Documents shall include legal remedies for breach, termination provisions, insurance minimums, labor compliance, access to books and records as required by the Agreement and any community hiring requirements as may be agreed among the authorized representatives of the City and the Park District. The City shall provide a copy of such design documents as may be requested to the Authorized Park District Representative for review and timely approval.

6.2 Selection Of Contractor.

The selection of Contractor shall be conducted under procedures for competitive bidding consistent with City requirements. Upon completion of the bid documents, in conformance with the Agreement, the City shall cause the selection and engagement of the Contractor. The City shall conduct such investigations as may be necessary and appropriate to determine the qualifications of the Contractor. The Authorized City Representative and the Authorized District Representative shall have the right to attend meetings and participate in the evaluation and selection process.

6.3 Commencement Of Construction.

Upon approval of the Budget, the City may solicit bids, award the Project and commence construction.

6.4 Limited Applicability Of Approval.

Any approvals of the Project or the Contract Documents made by the City or the Park District are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City. Any such approval by the City pursuant to this Agreement

also does not constitute approval of the quality, soundness or the safety of the Project.

6.5 Ownership Of Documents.

All documents, data, schematics, warranties, copyrights and Contract Documents with regard to the implementation of the Project shall be the property of the Park District.

Section VII.

Administration Of The Project.

7.1 Enforcement Of Contract.

The City shall comply and cause the Contractor to comply with the terms and conditions of the Contract and the Agreement including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include but are not limited to accessibility standards for persons with disabilities or environmentally-limited persons, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, City residency requirements, and the City's conditions regarding M.B.E. and W.B.E. participation.

7.2 Coordination By The Park District.

The City shall apprise the Authorized Park District Representative of the status of progress regarding the Project prior to Final Acceptance not less frequently than on a monthly basis, and upon request, provide copies of reports and other documents prepared for the Park District. The Authorized City Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Park District, the Contractor and others regarding the Project. All data provided by the Authorized District Representative or the Authorized City Representative shall be evaluated by the City, which shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment And Performance Bond.

The City 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 City. Any proceeds derived by the Park District as a result of the payment and performance bond shall be credited to the Project and applied as agreed by the authorized representatives of the City and the Park District.

7.4 Waiver And Release Of Liens.

The City shall require from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving of the Project. This provision shall be construed as being solely for the benefit of the Park District and the City 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 Park District 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 perform, the Park District 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 and approval by the Park District, the Park District shall assign to the City 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 City and their respective officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, arising or alleged to arise out of the 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 construction of the Project the types and amounts of insurance substantially in accordance with the provisions of (Sub)Exhibit B hereof. Prior to the commencement of the Work, the City 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 City as an additional insured as its interests may appear. All such insurance shall be placed in financially responsible companies, satisfactory to the City and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon conveyance of the Site under Section 4.1 in accordance with the Contract Documents, the Park District shall be responsible for insuring the Site and all improvements thereon.

8.3 Indemnification.

The Park District covenants and agrees that it shall indemnify, protect, defend and hold harmless the City from any and all liability, costs, damages, expenses, or claims arising under, through or by virtue of the construction, operation, use and maintenance of the Project facility and the Site after conveyance of the Site as under Section 4.1.

8.4 Provisions Governing Project Use.

The Park District agrees to provide notice to the City of any change in use of the Project or the Site other than the use contemplated by this Agreement and must obtain the consent of the City prior to commencement of a change in use.

Section IX.

Payment Of Project Costs.

9.1 Cost Of The Project.

It is the intent of the City and the Park District that the cost of completing the Project (including all construction-related activities) shall not exceed the sums specified in the preliminary and final Budget as determined by the City and the Park District. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the City and the Park District.

9.2 Payment Of Project Costs.

Subject to Section 6.3, the City shall pay the Project Costs.

9.3 Approval Of Project Costs.

A copy of all invoices for professional services shall be reviewed and approved for payment by the City pursuant to its usual and customary payment procedures and payment requests submitted by the Contractor.

9.4 Insufficient Or Excess Funds.

In the event that the amounts set forth in the preliminary or final Budget shall be insufficient to complete the Project, the City and the Park District shall agree in writing on any further action that may be appropriate, provided that in no event shall the City be obligated to provide any funds in excess of the Project Assistance or Four Hundred Thirty-eight Thousand Dollars (\$438,000) as set forth in (Sub)Exhibit D.

9.5 Records; Audit.

The City shall maintain records and accounts which shall include entries of all transactions relating to implementation, development, improvement and construction of the Project prior to conveyance of the Site as under Section 4.1. After conveyance to the Park District, the authorized representatives of the City shall have the right to inspect the books and records of the Park District pertaining to the completion of the Project upon request at all reasonable times. The Park District shall cooperate with the City in audits and resolving audit findings. The Park District shall be responsible for repayment to the City of costs paid by the City or which the City is liable for questioned costs which are ultimately disallowed.

Section X.

Completion Of The Project.

10.1 Standards For Construction.

The City shall require the Contractor to provide for the Project materials that are new and work of good quality, free from faults and defects, and in conformity with the requirements of the Contract Documents, the Agreement and consistent with industry standards. The City shall also require the Contractor to correct any

deficient or defective work or materials in accordance with the procedures described in the Contract. For a period of one (1) year from the date of Final Acceptance, or such longer period as may be provided by any applicable special warranty in the Contract, any work or materials found to be defective or non-conforming and any damage caused by such work and materials shall be corrected by the Contractor under the direction and supervision of the Authorized City Representative in consultation with the Authorized District Representative.

10.2 Completion Requirements.

The City shall require the Contractor to comply with the requirements of the Contract with respect to the completion and close-out of the Project including but not limited to the completion of Punch List Work, the furnishing of material guarantees, warranties, waivers of lien, certified payrolls, as-built drawings, such other documents as may be required to comply with the terms of the Contract and any other documentation as required by the I.E.P.A.. Any liquidated damages which may be assessed against the Contractor for non-performance or delay will be credited to the Project or otherwise disbursed as agreed by the authorized representatives of the Park District and the City.

10.3 Inspections.

All Work and materials constituting the Project shall be available for inspection by City designees or personnel as required by applicable law or ordinance as required by the Agreement. The Authorized City Representative shall have the right to attend any and all such inspections.

10.4 Final Acceptance And Payment To Contractor.

Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contractor and issuance of the certificate of Final Acceptance, the City shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

Section XI.

Notices.

11.1 Notices.

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:

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

with a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

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 by mail are deemed to have been received by the parties three (3) days after mailing. Notice by hand delivery shall be deemed to be received when personally delivered.

11.2 Changes.

The City and the Park District by notice given hereunder may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

*Section XII.**Miscellaneous Provisions.***12.1 Entire Agreement; Amendment.**

Except as otherwise provided herein, this Agreement contains the entire agreement of the City and the Park District with respect to the subject matter 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 City and the Park District as reflected by a written instrument executed by the City and the Park District. Notwithstanding the date of execution and delivery, this Agreement shall be deemed to ratify actions taken subsequent to the effective date.

12.2 Conflict Of Interest.

No member of the Park District nor any board, district, department or agency of the City, nor any official or employee of the City or the Park District shall have any financial or ownership interest, direct or indirect, in this Agreement; 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 or the Park District shall be personally liable for the performance of the City or the Park District pursuant to the terms and conditions of this Agreement.

12.3 Mutual Assistance.

The City and the Park District 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.

12.4 Disclaimer.

No provision of this Agreement, nor any act of any representative of the City or the Park District shall be deemed or construed by any of the City and the Park District or by third persons to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

12.5 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.

12.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.7 Successors And Assigns.

The terms of this Agreement shall be binding upon the City and the Park District. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the City and the Park District.

12.8 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.

12.9 Counterparts.

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

12.10 Project Termination.

In the event of rescission of the Project, the City may rescind this Agreement. The Park District agrees to indemnify and hold harmless the City against any legal fees and costs payable by the City caused by actions of the Park District resulting in a breach of the Agreement.

12.11 Conflicts.

This Agreement shall not be legally binding on the Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105.

12.12 Ethics.

The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, is hereby incorporated and made a part of this Agreement.

12.13 Contingent Liability.

Any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

In Witness Whereof, The Parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
Lori T. Healey,
Commissioner

Chicago Park District,

By: _____
Timothy J. Mitchell,
General Superintendent

Attest: _____
Darlene Lesniak,
Secretary

[(Sub)Exhibit "C" referred to in this Intergovernmental Agreement with
Chicago Park District constitutes Exhibit "A" to ordinance
and printed on page 71636 of this *Journal*.]

(Sub)Exhibits "A", "B", "D" and "E" referred to in this Intergovernmental Agreement
with Chicago Park District read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement
With Chicago Park District)

Project Description.

Remediate site for environmental conditions that may involve excavation, furnishing and placing fill and/or topsoil, grading and establishing a lawn.

Exhibit "B".
(To Intergovernmental Agreement
With Chicago Park District)

Schedule.

To be completed two (2) years from the date of this Agreement.

(Sub)Exhibit "D".
(To Intergovernmental Agreement
With Chicago Park District)

Preliminary Budget.

Lincoln/Addison Park Project

Chicago, Illinois

Source Of Funds.

*Journal Of The Proceedings Of The City
Council Of The City Of Chicago.*

Sources	Date	Pages	Amounts
Open Space Impact Fees	November 6, 2002	95873 to 95890	\$140,000

Sources	Date	Pages	Amounts
2001A Neighborhoods Alive Bond (Fund Number 002-0435- 0082005-1232 220000-41104161)	November 17, 1999	17523 to 17569	\$ 98,000
2005 General Obligation Bond			200,000
		Total:	<u>\$438,000</u>

Estimated Costs.

Environmental remediation, upper 3 feet	\$200,000
S.R.P. work for the entire site	35,000
Park Development	203,000
Development Costs:	<u>\$438,000</u>

(Sub)Exhibit "E".
(To Intergovernmental Agreement
With Chicago Park District)

Insurance Requirements.

The City and Park District acknowledge and understand that the Park District is a self-insurer of the type of liabilities and coverages that would be provided under this Agreement. Upon request, the Park District will provide satisfactory evidence of its self-insurance coverage.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
9536 SOUTH GENOA AVENUE FOR DEPARTMENT
OF WATER MANAGEMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing negotiations for the purchase of property at 9536 South Genoa Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Council of the City of Chicago ("City Council") finds that the provision of water service to the residents and businesses of the City is essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that it is useful, necessary and desirable for the City to acquire certain improved real property commonly known as 9536 South Genoa Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto ("Property") for the public use and public purpose of providing a permanent location for the south side operations of the City's Department of Water Management; and

WHEREAS, The Commissioner of the Department of Water Management and the Commissioner of the Department of General Services (each, a "Commissioner") have determined that the acquisition of the Property is useful, necessary and desirable for such public use and public purpose; 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 City Council hereby finds that it is useful, necessary and desirable that the City acquire the property for the public use and public purpose of providing a permanent location for the south side operations of the City's Department of Water Management, and such other public uses and public purposes as may be useful, necessary and desirable.

SECTION 3. The Commissioner of the Department of General Services ("D.G.S.") is hereby authorized to undertake negotiations on behalf of the City, for the acquisition of the Property, subject to the subsequent approval of the purchase price by the City Council.

SECTION 4. In the event that the Commissioner of D.G.S. is unable to negotiate or come to terms with the owner(s) of the Property as to the purchase price, or in the event the owner(s) is unable to convey clear title to such Property, or interests therein, or if the owner(s) cannot be found, then the Commissioner of D.G.S. shall report such facts to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire said Property, or interests therein, in accordance with the laws of the State of Illinois.

SECTION 5. The Commissioner of D.G.S. is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. 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 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description.

(Subject To Final Title And Survey)

Address:

9536 South Genoa Avenue
Chicago, Illinois.

Property Index Numbers:

25-08-202-007 through -012.

AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 13535 SOUTH TORRENCE AVENUE
FOR DEPARTMENT OF STREETS
AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing negotiations for the purchase of property at 13535 South Torrence Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 Beavers moved to reconsider the foregoing vote. The motion was lost.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 Council of the City of Chicago ("City Council") finds that the provision of an auto pound for storing towed, abandoned and other City-impounded vehicles is essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that it is useful, necessary and desirable for the City to acquire certain improved real property commonly known as 13535 South Torrence Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto ("Property") for the public use and public purpose of providing a permanent location for a south side auto pound for the Department of Streets and Sanitation; and

WHEREAS, The Commissioners of the Department of Streets and Sanitation and the Department of General Services (each, a "Commissioner") have determined that the acquisition of the Property is useful, necessary and desirable for such public use and public purpose; 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 City Council hereby finds that it is useful, necessary and desirable that the City acquire the Property for the public use and public purpose of providing a permanent location for a south side auto pound for the Department of Streets and Sanitation, and such other public uses and public purposes as may be useful, necessary and desirable.

SECTION 3. The Commissioner of the Department of General Services ("D.G.S.") is hereby authorized to undertake negotiations on behalf of the City, for the acquisition of the Property, subject to the approval of the purchase price by the City Council.

SECTION 4. In the event that the Commissioner is unable to negotiate or come to terms with the owner(s) of the Property as to the purchase price, or in the event the owner(s) is unable to convey clear title to such Property, or interests therein, or if the owner(s) cannot be found, then the Commissioner shall report such facts to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire said Property, or interests therein, in accordance with the laws of the State of Illinois.

SECTION 5. The Commissioner of D.G.S. is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. 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 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description.

(Subject To Final Title And Survey)

Address:

13535 South Torrence Avenue
Chicago, Illinois.

Property Index Numbers:

26-31-303-010 through -025; and
26-31-303-031.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 4241 WEST
BELMONT AVENUE AND 3100 NORTH TRIPP AVENUE FOR
BENEFIT OF PULASKI CORRIDOR REDEVELOPMENT
PROJECT AND PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property at 4241 West Belmont Avenue and 3100 North Tripp Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on June 9, 1999 and published at pages 3704 -- 3851 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Pulaski Corridor 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. ("Act")); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 9, 1999 and published at pages 3850 and 3852 -- 3868 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 adopted by the City Council on June 9, 1999 and published at pages 3869 -- 3885 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Pursuant to such ordinances, the improved portion of the Area was found to qualify as a "conservation area" redevelopment project area and the vacant portions of the Area were found to qualify as a "blighted area" redevelopment project area pursuant to the Act; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, It is necessary to acquire certain parcels of real property located in the Area listed on Exhibit A to this ordinance (the "Acquisition Parcels") in order to achieve the goals and objectives of the Plan, which include, among other things: reducing or eliminating those conditions which qualify the Area as a conservation area and blighted area; improving the quality of life by assisting the Area in becoming a competitive business district environment; retaining and enhancing sound and viable existing businesses and industries within the Area; creating new job opportunities within the Area; stimulating private investment in the upgrading and expansion of existing industries; and providing necessary incentives to encourage business retention, rehabilitation and redevelopment;

WHEREAS, By Resolution Number 06-CDC-05, adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 10, 2006, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, The City Council finds such acquisitions to be for the same purposes

as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code; 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. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for public purposes and for purposes of implementing the goals and objectives of the Plan for the Department of Planning and Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence with respect to the Acquisition Parcels within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred within such period upon the City's delivery of an offer letter to the owner(s) of the Acquisition Parcels.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Acquisition Parcels.

(Subject To Final Survey And Title Commitment)

Addresses:

4241 West Belmont Avenue

3100 North Tripp Avenue

Permanent Index Numbers:

13-27-202-002-0000; and

13-27-203-011-0000

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 801 WEST ADAMS STREET FOR
DEPARTMENT OF POLICE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease renewal agreement regarding property located at 801 West Adams Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal with Peerless Building Partnership, as landlord, for approximately one thousand six hundred seventeen (1,617) square feet of second (2nd) floor space located at 801 West Adams Street, for use by the Department of Police, as tenant; such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 12054.

This lease is made and entered into this _____ day of _____, 2006, by and between Peerless Building Partnership (hereinafter referred to as "Landlord"), and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 801 West Adams Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one thousand six hundred seventeen (1,617) square feet of office space located at 801 West Adams Street to be used by the Chicago Police Department, Domestic Violence Program;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately one thousand six hundred seventeen (1,617) square feet of fourth (4th) floor space located on that certain parcel of real estate more commonly known as 801 West Adams Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on March 1, 2005, ("Commencement Date") and shall end on February 28, 2010, unless sooner terminated as set forth in this lease.

*Section 3.**Rent, Taxes And Utilities.***3.1 Rent.**

Tenant shall pay base rent for the Premises in the amount of:

a) One Thousand Three Hundred Fifty and no/100 Dollars (\$1,350.00) per month for the period beginning on the first (1st) day of March, 2005 and ending on the twenty-eighth (28th) day of February, 2006.

b) One Thousand Four Hundred Seventeen and 50/100 Dollars (\$1,417.50) per month for the period beginning on the first (1st) day of March, 2006 and ending on the twenty-eighth (28th) day of February, 2007.

c) One Thousand Four Hundred Sixty and 03/100 Dollars (\$1,460.03) per month for the period beginning on the first (1st) day of March, 2007 and ending on the twenty-ninth (29th) day of February, 2008.

d) One Thousand Five Hundred Three and 83/100 Dollars (\$1,503.83) per month for the period beginning on the first (1st) day of March, 2008 and ending on the twenty-eighth (28th) day of February, 2009.

e) One Thousand Five Hundred Forty-eight and 94/100 Dollars (\$1,548.94) per month for the period beginning on the first (1st) day of March, 2009 and ending on the twenty-eighth (28th) day of February, 2010.

Rent shall be paid to Landlord at the registered office of Peerless Building Partnership, 801 West Adams Street, Chicago, Illinois 60661, or at such place as Landlord may, from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to

the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

*Condition And Enjoyment Of Premises,
Alterations And Additions, Surrender.*

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire

Prevention") and all applicable landscape ordinances. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease or Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Office of Real Estate, 30 North LaSalle Street -- Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

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

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

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

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

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

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

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

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion the Premises are rendered untenable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect,

in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning March 1, 2010 and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Department of General Services
Office of Real Estate
30 North LaSalle Street -- Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Peerless Building Partnership
801 West Adams Street
Chicago, Illinois 60661

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing the Landlord with sixty (60) days prior written notice at any time after twenty-four (24) months from the Commencement Date of this lease; such early termination shall be without prepayment or penalty. In the event the Landlord has consummated a closing for the sale of the Premises, the Landlord shall have the right to terminate this lease by providing the Tenant with one-hundred twenty (120) days prior written notice at any time after twenty-four (24) months from the Commencement Date of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide, at Landlord's sole cost and expense, all hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.4

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.5

Provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.6

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.7

Professionally paint the Premises within sixty (60) days from December 1, 2007.

11.8

Professionally clean the carpet twice per year.

11.9

Provide non-exclusive parking for three (3) automobiles.

11.10

Provide and pay for exterminator service whenever necessary.

11.11

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised Premises.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this Lease shall:

12.1

Replace any broken plate glass on first (1st) floor of said Premises during term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size, only during the last six (6) months of lease term.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

*Section 13.**Additional Clauses.*

13.1

Landlord acknowledges that the Premises is subject to a mortgage and that non-disturbance and attornment agreement will be obtained from any mortgagee(s) prior to or simultaneous with the execution of this lease.

13.2

Landlord shall install knobs on the closet door.

13.3

Landlord shall place covers over the exposed outlets and holes in the wall.

13.4

Landlord shall install proper signage on the outside of the office space indicating the Tenant and suite number.

13.5 Business Relationships.

Landlord acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that he 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 the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, 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. Landlord hereby

represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease Agreement or the transactions contemplated hereby.

13.6 Patriot Act Certification.

Landlord represents and warrants that neither Landlord nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.7 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Landlord, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Landlord represents and warrants that from the date the City approached Landlord or the date Landlord approached the City, as applicable, regarding the formulation

of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Landlord agrees that he shall not: (a) coerce, compel or intimidate his employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse his employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1, or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Landlord agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at Law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Landlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two (2) of the following four (4) conditions exist for the partners:
 - 1. The partners have been residing together for at least twelve (12) months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two (2) of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

13.8 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that he, and to the best of his knowledge, his contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Landlord's, any general contractor's or any subcontractor's violation of the Waste Sections, whether

or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at Law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Landlord's eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: Peerless Building Partnership

By: _____
General Partner

Tenant:

City of Chicago, an Illinois municipal
corporation

By: Department of General Services

By: _____
Commissioner

Approved: Department of Police

By: _____
Superintendent

Approved as to Form and Legality:

By: The Department of Law

By: _____
Chief Assistant Corporation Counsel

COMMITTEE ON HUMAN RELATIONS.

**REAPPOINTMENT OF MR. CLARENCE N. WOOD AS CHAIRMAN
OF COMMISSION ON HUMAN RELATIONS.**

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the reappointment of Clarence N. Wood as Chairman of the Commission on Human relations for a term expiring July 1, 2008, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Clarence N. Wood as Chairman of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Clarence N. Wood as Chairman of the Commission on Human Relations was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. RANDALL DOUBET-KING, DR. WYNETTA A. FRAZIER, DR. SID L. MOHN AND MR. ROUHY J. SHALABI
AS AT-LARGE MEMBERS OF COMMISSION ON HUMAN
RELATIONS FOR TERMS EXPIRING JULY 1, 2006.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the reappointment of Randall Doubet-King, Dr. Wynetta A. Frazier, Dr. Sid L. Mohn and Rouhy J. Shalabi as at-large members of the Commission on Human Relations for terms expiring July 1, 2006, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Randall Doubet-King, Dr. Wynetta A. Frazier, Dr. Sid L. Mohn and Rouhy J. Shalabi as at-large members of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Randall Doubet-King, Dr. Wynetta A. Frazier, Dr. Sid L. Mohn and Mr. Rouhy J. Shalabi as at-large members of the Commission on Human Relations were *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. MIRIAM G. APTER, MR. JOSE A.
VELGARA AND MS. BERNARDA SHUI-HUNG WONG AS
AT-LARGE MEMBERS OF COMMISSION ON HUMAN
RELATIONS FOR TERMS EXPIRING JULY 1, 2007.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the reappointment of Miriam G. Apter, Jose A. Velgara and Bernarda Shui-Hung Wong as at-large members of the Commission on Human Relations for terms expiring July 1, 2007, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Miriam G. Apter, Jose A. Velgara and Bernarda Shui-Hung Wong as at-large members of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by viva a voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Miriam G. Apter, Mr. Jose A. Velgara and Ms. Bernarda Shui-Hung Wong as at-large members of the Commission on Human Relations were *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. FAROUK A. W. MUSTAFA, RABBI
HERMAN E. SCHAALMAN AND MS. LUCY ROBLES-AQUINO
AS AT-LARGE MEMBERS OF COMMISSION ON
HUMAN RELATIONS FOR TERMS
EXPIRING JULY 1, 2008.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the reappointment of Farouk A. W. Mustafa, Rabbi Herman E. Schaalman and Lucy Robles-Aquino as at-large members of the Commission on Human Relations for terms expiring July 1, 2008, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Farouk A. W. Mustafa, Rabbi Herman E. Schaalman and Lucy Robles-Aquino as at-large members of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Farouk A. W. Mustafa, Rabbi Herman E. Schaalman and Ms. Lucy Nobles-Aquino as at-large members of the Commission on Human Relations were *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

APPOINTMENT OF MS. FADIA M. AKRABAWI AS MEMBER
OF COMMISSION ON HUMAN RELATIONS ADVISORY
COUNCIL ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the appointment of Fadia Akrabawi as a member of the Advisory Council on Arab Affairs for a term expiring July 1, 2008, begs leave to recommend that Your Honorable Body *Approve* the appointment of Fadia M. Akrabawi to the Advisory Council on Arab Affairs transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointment of Fadia M. Akrabawi as a member of the Advisory Council on Arab Affairs was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

REAPPOINTMENT OF MR. DAVID S. YOON AS MEMBER
OF COMMISSION ON HUMAN RELATIONS ADVISORY
COUNCIL ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the reappointment of David S. Yoon as a member of the Advisory Council on Asian Affairs for a term expiring July 1, 2008, begs leave to recommend that Your Honorable Body *Approve* the reappointment of David S. Yoon to the Advisory Council on Asian Affairs transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. David S. Yoon as a member of the Advisory Council on Asian Affairs was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

APPOINTMENT OF MS. ELIZABETH A. KELLY AS MEMBER
OF COMMISSION ON HUMAN RELATIONS ADVISORY
COUNCIL ON LESBIAN, GAY, BISEXUAL
AND TRANSGENDER ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the appointment of Elizabeth A. Kelly as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues for a term expiring July 1, 2007, begs leave to recommend that Your Honorable Body *Approve* the appointment of Elizabeth A. Kelly as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues transmitted herewith.

This recommendation was concurred in by viva voce vote of the members of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Elizabeth A. Kelly as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

APPOINTMENT OF MR. WILLIAM W. RYDWELS AS MEMBER OF
COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL
ON LESBIAN, GAY, BISEXUAL AND
TRANSGENDER ISSUES.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the appointment of William W. Rydwels as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues for a term expiring July 1, 2007, begs leave to recommend that Your Honorable Body *Approve* the appointment of William W. Rydwels as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues of the Commission on Human Relations transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. William W. Rydwels as a member of the Advisory Council on Lesbian, Gay, Bisexual and Transgender Issues was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

APPOINTMENT OF MS. KIMBERLEY W. DRISCOLL AS MEMBER
OF COMMISSION ON HUMAN RELATIONS ADVISORY
COUNCIL ON VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration the appointment of Kimberley W. Driscoll as a member of the Advisory Council on Veterans' Affairs for a term expiring July 1, 2008, begs leave to recommend that Your Honorable Body *Approve* the appointment of Kimberley W. Driscoll as a member of the Advisory Council on Veterans' Affairs transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Kimberley W. Driscoll as a member of the Advisory Council on Veterans' Affairs was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

AMENDMENT OF TITLE 1, CHAPTER 8 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 110 ENTITLED
"COMMEMORATION OF CITY FOUNDER".

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a proposed ordinance amending Chapter 1-8 of the Municipal Code of the City of Chicago creating a new section entitled "Commemoration of City founder" (Section 1-8-110), begs leave to recommend that Your Honorable Body do *Pass* and approve this ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 28, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 justifiably proud of its rich cultural and ethnic heritage; its rapid ascent from frontier trading post to major commercial, cultural and education center; and its place among the world's great cities; and

WHEREAS, Many aspects of Chicago's greatness were foreshadowed by the contributions of Jean Baptiste Pointe Du Sable; and

WHEREAS, Born a free black man in Saint Marc, Haiti, in about 1745, Jean Baptiste Pointe Du Sable was the son of an African slave and a French mariner, and received his education in France; and

WHEREAS, After his schooling he returned to Haiti until about 1765, when he migrated to Saint Louis, where he operated a fur trading post and became well known for his honesty and integrity in business dealings, including in transactions with the native peoples; and

WHEREAS, Du Sable was so trusted by the native people that in 1769 he was able to negotiate a peace treaty among the Illinois, Miami, Potawatomi and Ottawa nations; and

WHEREAS, Du Sable married Kiatihawa (called "Catherine"), a Potawatomi woman, in a native ceremony. They renewed their marital vows in a Catholic ceremony, the first recorded marriage in the outpost settlement of Chicago, in about 1788; and

WHEREAS, Du Sable exemplified human relations in early Chicago, as a man of African and French heritage dealing peaceably and honorably with the Potawatomi on the banks of the Chicago River; and

WHEREAS, Du Sable became the first permanent, non-native settler of Chicago when he built a cabin on the north bank of the Chicago River, at the current site of the Tribune Tower; and

WHEREAS, Du Sable became Chicago's first real estate developer and builder in about 1773, when he established a settlement for himself, his newly-arrived wife and about one hundred other Potawatomi; built a trading post; established a dairy farm; and planted fruit orchards and fields of corn, hay and alfalfa; and

WHEREAS, Shortly after establishing the settlement, Du Sable established Chicago's character as a haven to immigrants, when one hundred French Canadians arrived seeking refuge from the British and Spanish armies; and

WHEREAS, The Chicago settlement founded by Jean Baptiste Pointe Du Sable was characterized by racial, ethnic and cultural harmony and mutual respect among its diverse inhabitants; and

WHEREAS, Du Sable's settlement was a premonition of Chicago's commercial success, as it expanded under his leadership to include barns, a bake house, a smoke house, a grist mill, stables, a workshop and other business concerns, all of which made the trading post thrive; and

WHEREAS, Anticipating Chicago's status as a transportation and hospitality center, Du Sable became Chicago's first hotelier when he built two guesthouses for travelers; and

WHEREAS, Du Sable opened Chicago as a regional and continental trading center by opening the Chicago portage to trade with Wisconsin, Detroit and Canada; and

WHEREAS, Chicago's reputation as a city of churches began in about 1778, when Jean Baptiste Pointe Du Sable built a Catholic church and mission school in the settlement and placed them under the direction of Father Gibault; and

WHEREAS, In 1796, the birth of Du Sable's granddaughter was the first birth recorded in Chicago; and

WHEREAS, On May 7, 1800, after setting Chicago on its course into history, Du Sable sold his extensive holdings, including his trading post, his home, his books, furnishings and art works and his farm, to Jean Le Lime, and then moved to Missouri where he farmed until his death on August 28, 1818; and

WHEREAS, In 1833, the Du Sable settlement, with three hundred fifty residents, was incorporated as the Town of Chicago; and

WHEREAS, On March 4, 1837, Du Sable's settlement had grown to four thousand one hundred seventy inhabitants and was reincorporated as the City of Chicago; and

WHEREAS, It is appropriate that the City of Chicago, in so many ways influenced by the activities, efforts and accomplishments of its first non-native settler, recognize and celebrate Jean Baptiste Pointe Du Sable as its founder; now, therefore,

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

SECTION 1. The recitations in the preamble of this ordinance are incorporated herein as the findings of the City Council.

SECTION 2. Chapter 1-8 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 1-8-110, as follows:

1-8-110 Commemoration Of City Founder.

In conjunction with annual celebrations of its date of incorporation, the City of Chicago shall commemorate and promote public awareness of the life and accomplishments of its founder, Jean Baptiste Pointe Du Sable.

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

EXPRESSION OF SUPPORT FOR PROPOSED MC CAIN-KENNEDY-
GUTIERREZ-FLAKE-KOLBE IMMIGRATION REFORM BILL.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a resolution introduced by Alderman Burke and Alderman Solis supporting the McCain-Kennedy-Gutierrez-Flake-Kolbe bill as a comprehensive immigration reform, begs leave to recommend that Your Honorable Body do *Adopt* this resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 27, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, City of Chicago and the United States were founded by immigrants, who have traveled from around the world to seek a better life; and

WHEREAS, Our nation's immigration system should uphold our basic values of family, economic opportunity and fairness; and

WHEREAS, The United States immigration system, which has resulted in long backlogs, deaths on the border, and an undocumented population of eleven million immigrants, including half a million in Illinois, is broken and is in dire need of comprehensive reform; and

WHEREAS, Our city's and state's undocumented immigrants fill key roles in our economy, pay taxes (including contributions to Social Security that they cannot receive back), raise families, and contribute to our schools, churches, neighborhoods and communities; and

WHEREAS, Any comprehensive reform must involve a path to citizenship for these hardworking immigrants, as well as reunification of families and a safe and orderly process for enabling willing immigrant workers to fill essential jobs in our economy; and

WHEREAS, Restoring order to our immigration system, such reform will make our nation more secure as well as meet our labor needs and uphold our basic values as a nation; and

WHEREAS, The need for comprehensive immigration reform is recognized by President Bush, former Governor Jim Edgar, both major political parties, business, organized labor, faith communities, and other leaders and sectors in our country; and

WHEREAS, United States Senators John McCain of Arizona and Edward Kennedy of Massachusetts, and Chicago's own United States Representative Luis Gutierrez have proposed legislation that would office such comprehensive reform of United States immigration laws; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby wholeheartedly support comprehensive immigration reform and the McCain-Kennedy-Gutierrez legislation, and urge the United States Congress to enact this legislation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the United States Congress.

UNITED STATES SENATE URGED TO OPPOSE HOUSE RESOLUTION
4437 WHICH WOULD REQUIRE MANDATORY DETENTION
OF IMMIGRANTS WITH NO LEGAL STATUS
UNTIL DEPORTATION.

The Committee on Human Relations submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a resolution introduced by Alderman Cárdenas and many others, urging the United States Senate to defeat H.R. 4437, which would require the mandatory detention of all immigrants without status until deportation, begs leave to recommend that Your Honorable Body do *Adopt* this resolution transmitted.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on February 27, 2006.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On December 16, 2005, the United States House of Representatives passed H.R. 4437, a bill that would have drastic consequences for nearly all immigrants to this country and their families; and

WHEREAS, H.R. 4437, which passed the House by a vote of 239 to 182, would require the mandatory detention of all immigrants without status until deportation, which could result in vulnerable groups, such as children and torture survivors, being jailed with hardened criminals; and

WHEREAS, The bill also would make "unlawful presence" a crime and an aggravated felony for immigration purposes, barring undocumented immigrants from any future legal status and authorizing local law enforcement to arrest these immigrants; and

WHEREAS, H.R. 4437 denies basic due process protections to legal immigrants, refugees and asylum-seekers such as by authorizing the Department of Homeland Security and the Department of Justice to deny an immigrant legal benefits for lack of good moral character based on a "discretionary finding or other reasons"; and

WHEREAS, The legislation creates strong criminal penalties for any person or organization that assists persons without documentation in the United States if the assistance is given "in reckless disregard" of whether that person is without legal status, but does not exempt emergency situations or situations in which a humanitarian organization provides basic needs assistance; and

WHEREAS, This punitive legislation would do little to solve immigration problems in this country and in fact would make them worse by driving illegal immigration further underground; and

WHEREAS, It is expected that the United States Senate will consider this mean-spirited and counterproductive legislation in March of this year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby urge the United States Senate to defeat H.R. 4437 when that body considers the legislation later this year, and do hereby urge the President of the United States to veto such legislation if it is in fact approved by the Senate; and

Be It Further Resolved, That copies of this resolution be delivered to the President of the United States, the President pro tempore of the United States Senate, the Speaker of United States House of Representatives, and each member of the Illinois Congressional delegation.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 32.26 AND 32.27 TO RESTRICT ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Theodore Matlak (which was referred on February 8, 2006) to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago as it pertains to restrictions on issuance of additional licenses, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 22, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Sections 2 and 3 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-022 (32.26) and 4-60-022 (32.27), as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

(32.26) On the south side of Belmont Avenue, from Hoyne Avenue to Wolcott Avenue.

(32.27) On Damen Avenue, from Belmont Avenue to Wellington Avenue.

* * * * *

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (32.26) and 4-60-023 (32.27), as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

* * * * *

(32.26) On the south side of Belmont Avenue, from Hoyne Avenue to Wolcott Avenue.

(32.27) On Damen Avenue, from Belmont Avenue to Wellington Avenue.

* * * * *

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 110
OF MUNICIPAL CODE OF CHICAGO PERTAINING
TO EXPANSION OF EXISTING SPECIAL
CLUB ESTABLISHMENTS AND
LICENSE REQUIREMENTS
RELATED THERETO.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Tom Tunney (which was referred on February 8, 2006), to amend Section 4-60-110 of the Municipal Code of Chicago as it pertains to expansion of an existing special club license establishment, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 22, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-110 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-110 Premises -- Change Of Location -- New License Required.

(Omitted text is unaffected by this ordinance.)

(c) If the licensee expands the licensed establishment, the licensee shall, prior to occupying or using the expanded space for any activity regulated under this chapter, file an expanded establishment amended liquor license application with the department of revenue. The application shall include (i) a copy of the building plans for the expanded establishment; (ii) the proposed floor plan; (iii) an estimate of the occupancy of the premises for which the expanded establishment amended liquor license is sought; (iv) the license fee; and (v) any other information that the director of revenue may require to determine whether the expansion of the licensed establishment complies with the requirements of this code. It shall be unlawful for a licensee to conduct any activity regulated under this chapter in any expanded space at a licensed establishment without first having obtained an expanded establishment amended liquor license.

If the expansion of the establishment (i) complies in every respect with the requirements of this code including, but not limited to, the Chicago Zoning Ordinance; and (ii) is not accompanied by any change of officers of the type described in item (3) of Section 4-60-060(c), an expanded establishment amended liquor license shall be issued authorizing the licensee to engage in the business of selling liquor at the expanded establishment; provided, however, that no expansion of any establishment licensed pursuant to this chapter shall be permitted (A) if the licensee is subject to any restriction on additional licenses identified in Section 4-60-022 or Section 4-60-023; or (B) in violation of the Chicago Zoning Ordinance; ~~or (C) if the licensee has been issued a special club license under Chapter 4-388 of this code.~~

For purposes of this subsection, the term "expand" or "expansion" or "expanded establishment" means any increase in the square footage of the area of an establishment where liquor is offered for sale, or sold to, or served to, or consumed by members of the general public. The term "expand" or "expansion" or "expanded

establishment" does not include the mere reconfiguration of existing space as described in the original or renewal license application.

SECTION 2. This ordinance shall take effect after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 244, SECTIONS 130 AND 140
OF MUNICIPAL CODE OF CHICAGO TO FURTHER RESTRICT
PEDDLING WITHIN VICINITY OF WRIGLEY FIELD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Tom Tunney (which was referred on February 8, 2006) to amend Section 4-244 of the Municipal Code of Chicago as it pertains to peddling in the vicinity of Wrigley Field, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 22, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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. Sections 4-244-130 and 4-244-140 of the Municipal Code of Chicago are hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

4-244-130 Peddling In Vicinity Of Wrigley Field.

Notwithstanding the limitations of Section 4-244-120 but subject to the limitations of Section 4-244-140(b) and Section 4-388-175(h), a person licensed as a peddler may peddle merchandise within 1,000 feet of Wrigley Field; provided that only a peddler selling from packs, baskets or similar containers may peddle merchandise on the public way. A peddler operating under this section shall be mobile, and shall not set up tables, stands or other structures, or obstruct or block the public way with his wares or merchandise. However, a peddler operating under this section may peddle merchandise from a cart, table or temporary stand on private property without obstructing the public way, if the peddler possesses written permission from the property owner to do so.

4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the city council. A description of such districts shall be kept in the office of the city clerk.

~~(b) No person other than a peddler selling from packs, baskets or similar containers shall peddle any merchandise on any public way within 1,000 feet of Wrigley Field.~~

(b) No person shall peddle any merchandise on the sidewalk immediately adjacent to Wrigley Field: such sidewalk consisting of the north side of Addison Street, the east side of Clark Street, the south side of Waveland Avenue, and the west side of Sheffield Avenue. For purposes of this subsection (b), the term "sidewalk" shall mean that portion of the public way extending from the perimeter of the Wrigley Field stadium structure to the street curb or curb line.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 2, CHAPTER 29, SECTION 040
OF MUNICIPAL CODE OF CHICAGO BY EXPANDING
POWERS AND DUTIES OF EXECUTIVE DIRECTOR
OF OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS.

The Committee on Police and Fire submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on February 24, 2006 at 10:00 A.M. in Room 201-A, having had under consideration an ordinance introduced by Alderman Isaac S. Carothers amending the Municipal Code of Chicago, Section 2-29-040: Executive Director -- Powers And Duties, begs leave to report that Your Honorable Body Pass this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

On motion of Alderman Carothers, the said proposed 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-29-040 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

2-29-040 Executive Director -- Powers And Duties.

The executive director and his staff, as designated, shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

9. To negotiate and execute with other governmental units, non-profit and volunteer groups, and private vendors, ~~memorandums~~ memoranda of

understanding or mutual aid agreements for personnel assistance or resources in disasters, to enter into and execute all such other instruments and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such memoranda and agreements, including any renewals thereto, and to coordinate with neighboring municipalities to provide city resources in disasters to prevent injury or loss of life; .

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF TITLE 2, CHAPTER 152, SECTION 410 OF
MUNICIPAL CODE OF CHICAGO BY INCREASING MAXIMUM
AGE RESTRICTION FOR INITIAL APPOINTMENT OF
PROBATIONARY CAREER SERVICE FIREFIGHTERS
AND EMERGENCY MEDICAL TECHNICIANS.

The Committee on Police and Fire submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on February 24, 2006 at 10:00 A.M. in Room 201-A, having had under consideration an ordinance introduced by Alderman Isaac S. Carothers amending the Municipal Code of Chicago Section 2-152-410: Mandatory Appointment And Retirement Ages For Police Officers And Firefighters, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman

On motion of Alderman Carothers, the said proposed 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-152-410 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

2-152-410 Mandatory Appointment And Retirement Ages For Police Officers
And Firefighters.

(Omitted text is unaffected by this ordinance.)

- (e) No person above the age of ~~35~~ 38 may receive initial appointment as a probationary career service firefighter or firefighter/EMT with the fire department and no person above the age of 40 may receive initial appointment as a probationary career service police officer with the police

department. Provided, however, that these age restrictions shall not apply to initial appointment as a probationary career service police officer or firefighter or firefighter/EMT from employment lists in existence on the date of passage of this ordinance. Nothing herein shall prohibit the rehiring of any person formerly employed by the police department as a police officer or fire department as a firefighter or firefighter/EMT, subject to the requirements of rules promulgated by the commissioner of ~~personnel~~ human resources.

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS AND
LICENSES, FREE OF CHARGE, TO PARTICIPANTS
IN VARIOUS EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration two proposed orders for the issuance of specified permits and licenses, free of charge, to the participants in various events (referred February 8, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on February 27, 2006 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, Raffle, Special Event
Licenses, Street Closure And Tent Permits.*

Saint Pascal's Church Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, the following licenses and/or permits to participants in Saint Pascal's Church Festival, 3935 North Melvina Avenue, to be held for the period beginning June 4 and ending June 12, 2006, on North Melvina Avenue, from West Irving Park Road to the first alleys north and south thereof, and on North Moody Avenue to the first alley north of West Irving Park Road thereof:

Food Vendor and Itinerant Merchants Licenses
(for the period of June 4 to June 12, 2006);

Street Closure Permit;
Special Event;
Tent Erection Permits; and
Raffle Licenses.

Raffle License.

Chicago's Green City Market.

Ordered, That the Director of the City Department of Revenue issue, free of charge, to Chicago's Green City Market (C.G.C.M.), an Illinois not-for-profit, located at 820 Davis Street, Suite 134, Evanston, Illinois 60201, a Raffle License (Code 1625) for the year 2006.

AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND LICENSE FEES IN CONJUNCTION
WITH VARIOUS SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for fee waivers (referred February 8, 2006). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on February 27, 2006 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 License Fees.

57th Street Art Fair.

Ordered, That the Director of the City Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor License fees for participants in the 57th Street Art Fair, to be held June 3 and 4, 2006, from 10:00 A.M. to dusk on South Kimbark Avenue, from 5600 to 5699.

Food Vendor And Itinerant Merchant License Fees.

Intonation Music Festival.

Ordered, The Director of the Department of Revenue is hereby authorized and

advised to waive the Itinerant Merchant and Food Vendor License fees in connection with the Intonation Music Festival. This event will take place in Union Park on the weekend of June 24 and 25, 2006, from 1:00 P.M. to 10:00 P.M.

*Food Vendor, Itinerant Merchant License, Canopy Erection
And Street Closure Permit Fees.*

Bucktown Arts Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for Bucktown Arts Fest, to be held at Senior Citizens Park at 2300 North Oakley Boulevard, 2300 West Lyndale Street and 2300 West Belden Avenue, Saturday, August 26, 2006, from 11:00 A.M. to 7:00 P.M. and Sunday, August 27, 2006, from 11:00 A.M. to 7:00 P.M.:

Canopy Erection fee;

Itinerant Merchant License fee;

Food Vendor License fee; and

Street Closure fee.

*Food Vendor, Itinerant Merchant License
And Street Closure Permit Fees.*

Children Festival Jose Falgas-Cruz.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with the Children Festival Jose Falgas-Cruz benefiting the Church of the Moral Counsel of Puerto Rico. This event will take

place on July 24, 2006, from 10:00 A.M. to 4:00 P.M., with a parade on West North Avenue, from North Western Avenue to North Humboldt Boulevard and the festival at the Humboldt Park Boat House. This event will be organized by the Church of the Moral Counsel of Puerto Rico, 1621 North Western Avenue.

Old Town Art Fair.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive Permit and Street Closure fees, Itinerant Merchant and Food Vendor License fees to all participants of the Old Town Art Fair, sponsored by and benefiting the Old Town Triangle Association of 1763 North North Park Avenue, to be held on North North Park Avenue, between West Willow Street and West Menomonee Street; West Menomonee Street, between North Wells Street and North Sedgwick Street; North Lincoln Park West, between West Menomonee Street and North Lincoln Avenue; West Wisconsin Street, between North Sedgwick Street and North Lincoln Avenue; West Orleans Street, between West Menomonee Street and West Wisconsin Street; and West Willow Street, in front of 244, for the period of Saturday, June 10, 2006, from 5:30 A.M. to 9:30 P.M. and Sunday, June 11, 2006, from 5:30 A.M. to 9:30 P.M.

*Food Vendor, Itinerant Merchant License, Street
Closure And Tent Erection Permit Fees.*

Saint Michael's Celebration 2006.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive Permit and Street Closure fees, Food Vendor License fees, Tent Erection fees and Itinerant Merchant License fees to all participants of the Saint Michael's Celebration 2006, sponsored by and benefiting Saint Michael's Church, 1633 North Cleveland Avenue, to be held on North Saint Michael's Court, from West North Avenue to West Eugenie Street; West Eugenie Street, from North Hudson Avenue to North Mohawk Street; and North Cleveland

Avenue, from West North Avenue to West Eugenie Street, for the period of Friday, June 9, 2006, from 6:00 P.M. to 10:00 P.M.; Saturday, June 10, 2006, from 12:00 Noon to 10:00 P.M.; and Sunday, June 11, 2006, from 12:00 Noon to 6:00 P.M.

Itinerant Merchant License Fees.

57th Street Art Fair.

Ordered, That the Director of the City Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in the 57th Street Art Fair, to be held June 3 and 4, 2006, from 10:00 A.M. to dusk on South Kimbark Avenue, from 5600 to 5699.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 14, October 6, November 30, December 7 and 14, 2005 and January 11, 2006) proposed ordinances to establish and amend loading zones on portions of

sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
2	West Madison Street (south side) from a point 166 feet east of South Sacramento Avenue, to a point 75 feet east thereof -- no parking loading zone (05-02145389);
26	North Spaulding Avenue (north side) from a point 75 feet north of West Bloomingdale Avenue, to a point 30 feet north thereof -- no parking loading zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- tow-away zone (06-00132426);
27	North Ogden Avenue (west side) from a point 20 feet south of North Aberdeen Street, to a point 50 feet south thereof -- no parking loading zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (05-01309425);
31	North Lockwood Avenue (east side) from a point 20 feet north of West Fullerton Avenue, to a point 60 feet north thereof -- no parking loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (06-00131089);
47	North Lincoln Avenue (east side) from a point 155 feet north of West Sunnyside Avenue, to a point 22 feet north thereof -- no parking loading zone (valet) 5:00 P.M. to 2:00 A.M. -- Thursday through Sunday -- tow-away zone (05-02128022);
49	West Howard Street (south side) from a point 60 feet east of North Winchester Avenue, to a point 41 feet east thereof -- no parking loading zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (06-00137795).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed April 22, 1981 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 6042) which reads:

"North Milwaukee Avenue (east side) from a point 175 feet north of West Roscoe Street, to a point 25 feet north thereof -- no parking loading zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday"

by striking:

"no parking loading zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday"

and inserting in lieu thereof:

"15 minute loading 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" (30th Ward) (05-01763246).

SECTION 2. Amend ordinance passed April 22, 1981 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 6042) which reads:

"West Armitage Avenue (north side) from a point 85 feet east of North Kildare Avenue, to a point 25 feet north thereof -- no parking loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking the above and inserting:

"West Armitage Avenue (north side) from a point 100 feet west of North Tripp Avenue, to a point 22 feet west thereof -- no parking loading zone -- 9:00 A.M. to 6:00 P.M. -- tow-away zone" (30th Ward) (05-01763157).

SECTION 3. Amend ordinance passed September 13, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 7014) which reads:

"West Armitage Avenue (north side) from a point 135 feet east of North Kedzie Avenue, to a point 55 feet east thereof -- no parking loading zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone"

by striking:

"7:00 A.M. to 4:00 P.M."

and inserting in lieu thereof:

"7:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M." (35th Ward) (05-01564484).

SECTION 4. Amend ordinance passed January 12, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 64649) which reads:

"North Halsted Street (east side) from a point 20 feet south of West Oakdale Avenue, to a point 25 feet south thereof -- no parking loading zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone"

by striking:

"6:00 A.M. to 7:00 P.M. -- Monday through Saturday"

and inserting:

"4:00 P.M. to 10:00 P.M.-- Monday through Saturday and 10:00 A.M. to 10:00 P.M. -- Sunday" (44th Ward) (05-01619783).

SECTION 5. Repeal ordinance passed December 13, 2000 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 48225) which reads:

"West Belmont Avenue (north side) from a point 70 feet west of North Southport Avenue, to a point 25 feet west thereof -- no parking loading zone -- 9:00 A.M. to 6:00 P.M. -- tow-away zone"

by striking the above (44th Ward) (05-02127709).

SECTION 6. Amend ordinance passed September 16, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 21067) which reads:

"West Irving Park Road (south side) from a point 170 feet west of North Fremont Avenue, to a point 25 feet west thereof"

by striking:

"25 feet west"

and inserting in lieu thereof:

"40 feet west -- no parking loading zone -- Monday through Saturday -- 9:00 A.M. to 7:00 P.M. (46th Ward) (06-00137755).

SECTION 7. This ordinance shall take effect and be in force upon its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 29, 2004 and November 30, 2005) proposed ordinances to establish and amend single direction of vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward

Location

28

North Lockwood Avenue, from West Madison Street to West Washington Boulevard -- northerly (05-02122053).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed February 25, 1970 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 7971) which reads:

“South Bishop Avenue, from West 69th Street to West 74th Street -- southerly”
by striking:
“West 70th Street”
and inserting:
“West 71st Street” (17th Ward) (04-01854860).

SECTION 2. Amend ordinance passed November 1, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 5999) which reads:

“North Lockwood Avenue, from West Harrison Street to West Washington Boulevard -- southerly”
by striking:
“West Washington Boulevard”
and inserting in lieu thereof:
“West Madison Street” (28th Ward) (05-02122053).

SECTION 3. This ordinance shall take effect and be in force upon 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, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 6, November 30, December 7 and 14, 2005, January 11 and February 8, 2006) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of 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 way as indicated:

Ward	Location
1	At 1628 West Ontario Street -- Disabled Parking Permit 46707;
3	At 5652 South Shields Avenue -- Disabled Parking Permit 47142;
3	At 5159 South Wabash Avenue -- Disabled Parking Permit 47712;
4	At 4922 South Washington Park Court -- Disabled Parking Permit 45313;
4	At 5231 South University Avenue -- Disabled Parking Permit 45305;
5	At 5606 South Blackstone Avenue -- Disabled Parking Permit 46463;
6	At 7153 South Champlain Avenue -- Disabled Parking Permit 47636;
6	At 7141 South Eberhart Avenue -- Disabled Parking Permit 47628;
6	At 7347 South Indiana Avenue -- Disabled Parking Permit 47638;
6	At 7520 South Lafayette Avenue -- Disabled Parking Permit 46050;
6	At 8400 South Dr. Martin Luther King, Jr. Drive (signs to be posted at 369 West 84 th Street) Disabled Parking Permit 47593;
6	At 9242 South Prairie Avenue -- Disabled Parking Permit 46737;
6	At 9438 South Prairie Avenue -- Disabled Parking Permit 47579;
6	At 8116 South St. Lawrence Avenue -- Disabled Parking Permit 47585;

Ward	Location
6	At 7014 South Wabash Avenue -- Disabled Parking Permit 46105;
6	At 547 East 89 th Place -- Disabled Parking Permit 47582;
6	At 520 East 89 th Street -- Disabled Parking Permit 18354;
7	At 8374 South Baker Avenue -- Disabled Parking Permit 46244;
7	At 8053 South Escanaba Avenue -- Disabled Parking Permit 46379;
7	At 7909 South Oglesby Avenue -- Disabled Parking Permit 48863;
7	At 9355 South Paxton Avenue -- Disabled Parking Permit 48856;
7	At 2236 East 96 th Street -- Disabled Parking Permit 46384;
8	At 8018 South Ingleside Avenue -- Disabled Parking Permit 47139;
8	At 8939 South Dante Avenue -- Disabled Parking Permit 47140;
8	At 8048 South Kenwood Avenue -- Disabled Parking Permit 46518;
8	At 8721 South Bennett Avenue -- Disabled Parking Permit 45737;
8	At 9137 South Harper Avenue -- Disabled Parking Permit 46519;
8	At 7222 South Constance Avenue -- Disabled Parking Permit 45214;
8	At 8134 South Crandon Avenue -- Disabled Parking Permit 46473;

Ward	Location
8	At 7842 South Euclid Avenue -- Disabled Parking Permit 48314;
9	At 11423 South Calumet Avenue -- Disabled Parking Permit 46663;
9	At 12549 South Stewart Avenue -- Disabled Parking Permit 48600;
9	At 12646 South Stewart Avenue -- Disabled Parking Permit 38454;
9	At 9453 South Vernon Avenue -- Disabled Parking Permit 48599;
10	At 9546 South Avenue L -- Disabled Parking Permit 47063;
10	At 10428 South Avenue L -- Disabled Parking Permit 38851;
10	At 11537 South Ewing Avenue -- Disabled Parking Permit 44308;
10	At 8934 South Houston Avenue -- Disabled Parking Permit 47059;
11	At 3250 South Normal Avenue -- Disabled Parking Permit 46647;
11	At 510 West 32 nd Street -- Disabled Parking Permit 46648;
11	At 3724 South Hermitage Avenue -- Disabled Parking Permit 48233;
11	At 2706 South Hillock Avenue -- Disabled Parking Permit 48227;
11	At 3816 South Honore Avenue -- Disabled Parking Permit 48231;
11	At 3360 South Normal Avenue -- Disabled Parking Permit 48225;

Ward	Location
11	At 1955 West 34 th Place -- Disabled Parking Permit 48238;
11	At 3547 South Marshfield Avenue -- Disabled Parking Permit 46649;
12	At 2243 South Sacramento Avenue -- Disabled Parking Permit 46618;
12	At 4530 South Washtenaw Avenue -- Disabled Parking Permit 46624;
13	At 6147 South Karlov Avenue -- Disabled Parking Permit 48270;
13	At 6417 South Karlov Avenue -- Disabled Parking Permit 46060;
13	At 6422 South Lamon Avenue -- Disabled Parking Permit 48699;
13	At 6046 South Mason Avenue -- Disabled Parking Permit 47818;
13	At 4131 West 56 th Place -- Disabled Parking Permit 47831;
13	At 3810 West 60 th Place -- Disabled Parking Permit 46949;
13	At 3617 West 60 th Street -- Disabled Parking Permit 47766;
13	At 3831 West 68 th Place -- Disabled Parking Permit 47828;
13	At 3729 West 70 th Street -- Disabled Parking Permit 47839;
14	At 5754 South Albany Avenue -- Disabled Parking Permit 48774;
14	At 4341 South Karlov Avenue -- Disabled Parking Permit 47162;

Ward	Location
14	At 4438 South Whipple Street -- Disabled Parking Permit 47167;
14	At 3141 West 41 st Street -- Disabled Parking Permit 46863;
14	At 4318 South Sawyer Avenue, 1 st Floor -- Disabled Parking Permit 47736;
15	At 6110 South Albany Avenue -- Disabled Parking Permit 47364;
15	At 6915 South Campbell Avenue -- Disabled Parking Permit 41352;
16	At 2141 West 54 th Street -- Disabled Parking Permit 48917;
16	At 5235 South Aberdeen Street -- Disabled Parking Permit 46940;
16	At 5429 South Marshfield Avenue -- Disabled Parking Permit 48724;
16	At 6343 South Throop Street -- Disabled Parking Permit 44642;
16	At 1640 West 51 st Street -- Disabled Parking Permit 48316;
16	At 3514 West 59 th Place -- Disabled Parking Permit 48890;
17	At 7040 South Marshfield Avenue -- Disabled Parking Permit 46699;
17	At 7045 South Oakley Avenue -- Disabled Parking Permit 46880;
17	At 7712 South Peoria Street -- Disabled Parking Permit 47915;
17	At 7244 South Sangamon Street -- Disabled Parking Permit 46872;

Ward	Location
17	At 7242 South Wood Street -- Disabled Parking Permit 48294;
18	At 8641 South Kostner Avenue -- Disabled Parking Permit 45714;
18	At 7739 South Troy Street -- Disabled Parking Permit 48526;
18	At 7646 South Maplewood Avenue -- Disabled Parking Permit 48287
18	At 7144 South Claremont Avenue -- Disabled Parking Permit 48528;
18	At 7822 South Hoyne Avenue -- Disabled Parking Permit 48532;
19	At 9152 South Leavitt Street -- Disabled Parking Permit 46978;
20	At 4524 South Hermitage Avenue -- Disabled Parking Permit 44910;
20	At 4609 South Honore Street -- Disabled Parking Permit 47207;
21	At 9154 South Emerald Avenue -- Disabled Parking Permit 45022;
21	At 8004 South Ada Street -- Disabled Parking Permit 43925;
21	At 9306 South Bishop Street -- Disabled Parking Permit 47264;
21	At 8051 South Justine Street -- Disabled Parking Permit 48200;
21	At 8158 South Justine Street (signs to be posted on West 82 nd Street) Disabled Parking Permit 48261;

Ward	Location
21	At 8957 South Laflin Street (signs to be posted on West 90 th Street) Disabled Parking Permit 45907;
21	At 8848 South Parnell Avenue -- Disabled Parking Permit 48210;
21	At 8822 South Paulina Street -- Disabled Parking Permit 48201;
21	At 8745 South Winchester Avenue -- Disabled Parking Permit 48199;
21	At 509 West 81 st Street -- Disabled Parking Permit 48214;
21	At 1650 West 93 rd Street -- Disabled Parking Permit 45913;
22	At 2648 South Homan Avenue -- Disabled Parking Permit 47997;
22	At 2816 South Kostner Avenue -- Disabled Parking Permit 48002;
22	At 2540 South Ridgeway Avenue, floor 1 -- Disabled Parking Permit 45426;
22	At 2626 South Trumbull Avenue -- Disabled Parking Permit 48000;
23	At 4724 South Lawler Avenue -- Disabled Parking Permit 47541;
23	At 5316 South Kilpatrick Avenue -- Disabled Parking Permit 46496;
23	At 5130 South Lavergne Avenue -- Disabled Parking Permit 47535;
23	At 5617 South Mayfield Avenue -- Disabled Parking Permit 48512;

Ward	Location
23	At 5244 South Moody Avenue -- Disabled Parking Permit 48504;
23	At 6015 South Mulligan Avenue -- Disabled Parking Permit 47527;
23	At 5624 South Nottingham Avenue -- Disabled Parking Permit 48501;
24	At 3912 West Arthington Street -- Disabled Parking Permit 47311;
24	At 1542 South Kedvale Avenue -- Disabled Parking Permit 48291;
24	At 1922 South Troy Street -- Disabled Parking Permit 47308;
24	At 4014 West Van Buren Street -- Disabled Parking Permit 47306;
25	At 1101 West 16 th Street -- Disabled Parking Permit 37828;
25	At 2053 West 23 rd Street -- Disabled Parking Permit 44519;
26	At 2133 North Avers Avenue -- Disabled Parking Permit 43261;
26	At 849 North Richmond Street -- Disabled Parking Permit 48255;
26	At 1708 North Humboldt Boulevard (signs to be posted on West Wabansia Avenue) Disabled Parking Permit 37938;
26	At 3509 West Dickens Avenue -- Disabled Parking Permit 47177;
26	At 838 North Francisco Avenue -- Disabled Parking Permit 47179;

Ward	Location
26	At 1012 North Francisco Avenue -- Disabled Parking Permit 46712;
28	At 413 North Leamington Avenue -- Disabled Parking Permit 48017;
29	At 5744 West Midway Park -- Disabled Parking Permit 47677;
29	At 2125 North Mango Avenue -- Disabled Parking Permit 35979;
29	At 2162 North Melvina Avenue -- Disabled Parking Permit 48253;
29	At 1532 North Menard Avenue -- Disabled Parking Permit 48271;
30	At 1645 North Springfield Avenue -- Disabled Parking Permit 46527;
31	At 4934 West George Street -- Disabled Parking Permit 48577;
31	At 4636 West Shakespeare Avenue -- Disabled Parking Permit 45469;
31	At 5218 West Deming Place -- Disabled Parking Permit 48584;
31	At 3017 West Lotus Avenue -- Disabled Parking Permit 46566;
31	At 2210 North Lawler Avenue -- Disabled Parking Permit 45466;
31	At 2229 North Lawler Avenue -- Disabled Parking Permit 46567;
32	At 1849 West Wilmot Avenue -- Disabled Parking Permit 46093;

Ward	Location
32	At 1750 West Wabansia Avenue -- Disabled Parking Permit 40324;
33	At 3150 West Belle Plaine Avenue -- Disabled Parking Permit 48283;
34	At 12409 South Emerald Avenue -- Disabled Parking Permit 46165;
35	At 2853 North Albany Avenue -- Disabled Parking Permit 48319;
35	At 2752 North Sawyer Avenue -- Disabled Parking Permit 47447;
35	At 2538 North Hamlin Avenue -- Disabled Parking Permit 47462;
36	At 3621 North Plainfield Avenue -- Disabled Parking Permit 47087;
36	At 3212 North Opal Avenue -- Disabled Parking Permit 44828;
39	At 4900 North St. Louis Avenue -- Disabled Parking Permit 45505;
39	At 5017 North Kolmar Avenue -- Disabled Parking Permit 46773;
39	At 4733 North Keystone Avenue -- Disabled Parking Permit 47977;
40	At 5507 North Artesian Avenue -- Disabled Parking Permit 39627;
40	At 5448 North Campbell Avenue -- Disabled Parking Permit 48307;
40	At 2743 West Carmen Avenue -- Disabled Parking Permit 47856;

Ward	Location
40	At 2420 West Berwyn Avenue -- Disabled Parking Permit 46153;
40	At 5319 North Virginia Avenue -- Disabled Parking Permit 47843;
40	At 5819 North Campbell Avenue -- Disabled Parking Permit 47844;
40	At 5345 North Virginia Avenue -- Disabled Parking Permit 46138;
41	At 5342 North Neenah Avenue -- Disabled Parking Permit 47792;
43	At 2757 North Pine Grove Avenue -- Disabled Parking Permit 43734;
45	At 5108 West Sunnyside Avenue -- Disabled Parking Permit 48476;
46	At 838 West Sunnyside Avenue -- Disabled Parking Permit 47334;
47	At 1902 West Sunnyside Avenue -- Disabled Parking Permit 48427;
47	At 4721 North Wolcott Avenue -- Disabled Parking Permit 48430;
50	At 6537 North Seeley Avenue -- Disabled Parking Permit 47019.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Prohibition At All Times.

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

SECTION 1. Removal of Disabled Parking Permit 38123 signs located at 1751 West Augusta Boulevard (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 31859 signs located at 2634 West Thomas Street (1st Ward).

SECTION 3. Removal of Disabled Parking Permit 13911 signs located at 1516 East 74th Place (5th Ward).

SECTION 4. Removal of Disabled Parking Permit 31146 signs located at 7745 South Evans Avenue (6th Ward).

SECTION 5. Removal of Disabled Parking Permit 16893 signs located at 8007 South Calumet Avenue (6th Ward).

SECTION 6. Removal of Disabled Parking Permit 33688 signs located at 7944 South Evans Avenue (6th Ward).

SECTION 7. Removal of Disabled Parking Permit 5670 signs located at 8622 South Saginaw Avenue (7th Ward).

SECTION 8. Removal of Disabled Parking Permit 12058 signs located at 8126 South Brandon Avenue (7th Ward).

SECTION 9. Removal of Disabled Parking Permit 42551 signs located at 7930 South Ridgeland Avenue (8th Ward).

SECTION 10. Removal of Disabled Parking Permit 15398 signs located at 8522 South Yates Avenue (8th Ward).

SECTION 11. Removal of Disabled Parking Permit 19853 signs located at 8725 South Luella Avenue (8th Ward).

SECTION 12. Removal of Disabled Parking Permit 13714 signs located at 7952 South Chappel Avenue (8th Ward).

SECTION 13. Removal of Disabled Parking Permit 15669 signs located at 10825 South Prairie Avenue (9th Ward).

SECTION 14. Removal of Disabled Parking Permit 3735 signs located at 10538 South Avenue J (10th Ward).

SECTION 15. Removal of Disabled Parking Permit 8585 signs located at 10455 South Green Bay Avenue (10th Ward).

SECTION 16. Removal of Disabled Parking Permit 17275 signs located at 10554 South Avenue L (10th Ward).

SECTION 17. Removal of Disabled Parking Permit 13572 signs located at 822 West 34th Place (11th Ward).

SECTION 18. Removal of disabled permit parking signs located at 3211 South May Street (11th Ward).

SECTION 19. Removal of Disabled Parking Permit 21102 signs located at 3749 South Emerald Avenue (11th Ward).

SECTION 20. Removal of Disabled Parking Permit 10254 signs located at 3745 South Lowe Avenue (11th Ward).

SECTION 21. Removal of Disabled Parking Permit 40679 signs located at 2719 South Crowell Street (11th Ward).

SECTION 22. Removal of Disabled Parking Permit 42576 signs located at 2314 West 35th Place (11th Ward).

SECTION 23. Removal of Disabled Parking Permit 17494 signs located at 3229 South May Street (11th Ward).

SECTION 24. Removal of Disabled Parking Permit 45601 signs located at 2948 South Keeley Avenue (11th Ward).

SECTION 25. Removal of Disabled Parking Permit 38199 signs located at 2603 West 24th Place (12th Ward).

SECTION 26. Removal of Disabled Parking Permit 11158 signs located at 3336 South Hoyne Avenue (12th Ward).

SECTION 27. Removal of Disabled Parking Permit 16856 signs located at 3854 West 61st Place (13th Ward).

SECTION 28. Removal of Disabled Parking Permit 14482 signs located at 5440 West 64th Street (13th Ward).

SECTION 29. Removal of Disabled Parking Permit 25701 signs located at 3454 South La Crosse Avenue (13th Ward).

SECTION 30. Removal of Disabled Parking Permit 30512 signs located at 3941 West 64th Place (13th Ward).

SECTION 31. Removal of Disabled Parking Permit 13216 signs located at 5753 South Tripp Avenue (13th Ward).

SECTION 32. Removal of Disabled Parking Permit 38736 signs located at 7140 South Springfield Avenue (13th Ward).

SECTION 33. Removal of Disabled Parking Permit 29706 signs located at 3150 West 42nd Place (14th Ward).

SECTION 34. Removal of Disabled Parking Permit 44529 signs located at 5120 South Sawyer Avenue (14th Ward).

SECTION 35. Removal of Disabled Parking Permit 16377 signs located at 5351 South Maplewood Avenue (14th Ward).

SECTION 36. Removal of Disabled Parking Permit 8600 signs located at 3239 West 56th Street (14th Ward).

SECTION 37. Removal of Disabled Parking Permit 33758 signs located at 4548 South Harding Avenue (14th Ward).

SECTION 38. Removal of Disabled Parking Permit 3424 signs located at 2600 West 61st Street (15th Ward).

SECTION 39. Removal of Disabled Parking Permit 18368 signs located at 3429 West 64th Street (15th Ward).

SECTION 40. Removal of Disabled Parking Permit 21390 signs located at 7937 South Morgan Street (17th Ward).

SECTION 41. Removal of Disabled Parking Permit 33805 signs located at 7743 South Throop Street (17th Ward).

SECTION 42. Removal of Disabled Parking Permit 30666 signs located at 8453 South Wolcott Avenue (18th Ward).

SECTION 43. Removal of Disabled Parking Permit 9808 signs located at 7332 South Artesian Avenue (18th Ward).

SECTION 44. Removal of Disabled Parking Permit 36424 signs located at 7117 South Mozart Street (18th Ward).

SECTION 45. Removal of Disabled Parking Permit 39471 signs located at 1317 West 90th Street (21st Ward).

SECTION 46. Removal of Disabled Parking Permit 31526 signs located at 2639 South Trumbull Avenue (22nd Ward).

SECTION 47. Removal of Disabled Parking Permit 40112 signs located at 4741 South Leamington Avenue (23rd Ward).

SECTION 48. Removal of Disabled Parking Permit 40101 signs located at 4817 South Keeler Avenue (23rd Ward).

SECTION 49. Removal of Disabled Parking Permit 18162 signs located at 5405 South Harding Avenue (23rd Ward).

SECTION 50. Removal of Disabled Parking Permit 39883 signs located at 4242 West Van Buren Street (24th Ward).

SECTION 51. Removal of Disabled Parking Permit 8759 signs located at 47 North Long Avenue (28th Ward).

SECTION 52. Removal of Disabled Parking Permit 41597 signs located 3945 West Monroe Street (28th Ward).

SECTION 53. Removal of Disabled Parking Permit 10173 signs located at 4743 West Monroe Street (28th Ward).

SECTION 54. Removal of Disabled Parking Permit 17548 signs located at 1411 North Menard Avenue (29th Ward).

SECTION 55. Removal of Disabled Parking Permit 18266 signs located at 5539 West Drummond Place (30th Ward).

SECTION 56. Removal of Disabled Parking Permit 18617 signs located at 1541 North Kedvale Avenue (30th Ward).

SECTION 57. Removal of Disabled Parking Permit 17823 signs located at 3348 North Lawndale Avenue (30th Ward).

SECTION 58. Removal of Disabled Parking Permit 35738 signs located at 1518 North Hamlin Avenue (30th Ward).

SECTION 59. Removal of Disabled Parking Permit 14959 signs located at 4855 West Schubert Avenue (31st Ward).

SECTION 60. Removal of Disabled Parking Permit 21817 signs located at 4827 West Altgeld Street (31st Ward).

SECTION 61. Removal of Disabled Parking Permit 32112 signs located at 4940 West Palmer Street (31st Ward).

SECTION 62. Removal of Disabled Parking Permit 44218 signs located at 4821 West Drummond Place (31st Ward).

SECTION 63. Removal of Disabled Parking Permit 25390 signs located at 4644 West Altgeld Street (31st Ward).

SECTION 64. Removal of Disabled Parking Permit 45458 signs located at 2208 North Keeler Avenue (31st Ward).

SECTION 65. Removal of Disabled Parking Permit 28081 signs located at 1935 West Henderson Street (32nd Ward).

SECTION 66. Removal of Disabled Parking Permit 9601 signs located at 1851 North Oakdale Avenue (32nd Ward).

SECTION 67. Removal of Disabled Parking Permit 40322 signs located at 2232 North Seminary Avenue (32nd Ward).

SECTION 68. Removal of Disabled Parking Permit 21408 signs located at 3800 North Francisco Avenue (33rd Ward).

SECTION 69. Removal of Disabled Parking Permit 44199 signs located at 1044 West 112th Street (34th Ward).

SECTION 70. Removal of Disabled Parking Permit 29772 signs located at 2518 North Ridgeway Avenue (35th Ward).

SECTION 71. Removal of Disabled Parking Permit 36490 signs located at 1730 North Francisco Avenue (35th Ward).

SECTION 72. Removal of Disabled Parking Permit 167 signs located at 2814 West Logan Boulevard (35th Ward).

SECTION 73. Removal of Disabled Parking Permit 37934 signs located at 2837 North Spaulding Avenue (35th Ward).

SECTION 74. Removal of Disabled Parking Permit 30342 signs located at 2308 North Normandy Avenue (36th Ward).

SECTION 75. Removal of Disabled Parking Permit 20861 signs located at 2509 North Neva Avenue (36th Ward).

SECTION 76. Removal of Disabled Parking Permit 42664 signs located at 2719 North Newcastle Avenue (36th Ward).

SECTION 77. Removal of Disabled Parking Permit 36179 signs located at 2647 North Mont Clare Avenue (36th Ward).

SECTION 78. Removal of Disabled Parking Permit 41415 signs located at 1741 North Lorel Avenue (37th Ward).

SECTION 79. Removal of Disabled Parking Permit 10195 signs located at 4937 West Bloomingdale Avenue (37th Ward).

SECTION 80. Removal of Disabled Parking Permit 32199 signs located at 4812 West Concord Place (37th Ward).

SECTION 81. Removal of Disabled Parking Permit 13038 signs located at 6060 North Paulina Avenue (40th Ward).

SECTION 82. Removal of Disabled Parking Permit 5444 signs located at 6708 North Bosworth Avenue (40th Ward).

SECTION 83. Removal of Disabled Parking Permit 21074 signs located at 6451 North Artesian Avenue (40th Ward).

SECTION 84. Removal of Disabled Parking Permit 9752 signs located at 5922 North Navarre Avenue (41st Ward).

SECTION 85. Removal of Disabled Parking Permit 20117 signs located at 7301 West Howard Street (on North Octavia Avenue) (41st Ward).

SECTION 86. Removal of Disabled Parking Permit 13036 signs located at 5650 North Melvina Avenue (45th Ward).

SECTION 87. Removal of Disabled Parking Permit 42214 signs located at 4959 North Merrimac Avenue (45th Ward).

SECTION 88. Removal of Disabled Parking Permit 4027 signs located at 5118 West Winona Street (45th Ward).

SECTION 89. Removal of Disabled Parking Permit 10735 signs located at 4803 North Hoyne Avenue (47th Ward).

SECTION 90. Removal of Disabled Parking Permit 16094 signs located at 6141 North Fairfield Avenue (50th Ward).

SECTION 91. Removal of Disabled Parking Permit 29165 signs located at 6513 North Troy Street (50th Ward).

SECTION 92. Removal of Disabled Parking Permit 42300 signs located at 6142 North California Avenue (North California Avenue and West Granville Avenue) (50th Ward).

SECTION 93. Removal of Disabled Parking Permit 29182 signs located at 2500 West Birchwood Avenue (50th Ward).

SECTION 94. Removal of Disabled Parking Permit 5802 signs located at 6351 North Oakley Avenue (50th Ward).

SECTION 95. Removal of Disabled Parking Permit 29115 signs located at 3101 West Sherwin Avenue (50th Ward).

SECTION 96. This ordinance shall take effect and be in force after its passage and publication.

Establishment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Ward	Location
27	West Walnut Street (both sides) from North Damen Avenue to North Hoyne Avenue -- no parking loading zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (05-02145899).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Limitation During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Ward	Location
25	South Hoyne Avenue (west side) from a point 30 feet north of West Cermak Road, to a point 25 feet north thereof -- 15 minute parking with flashing lights -- 6:00 A.M. to 3:00 P.M. (06-00132349).

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
20	South Honore Street (both sides) between West 46 th Street and West 47 th Street -- at all times -- all days (Zone 1259);

Ward	Location
20	East 65 th Street (both sides) between South Vernon Avenue and South Dr. Martin Luther King, Jr. Drive -- at all times -- all days (Zone 1256);
26	North Lawndale Avenue (both sides) between West Potomac Avenue and West Grand Avenue -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 1257);
29	1700 block of North Meade Avenue (both sides) at all times (Zone 1260);
29	2600 block of North Merrimac Avenue (both sides) at all times (Zone 1261);
29	5700 block of West Superior Street -- at all times (Zone 1267);
31	North Keating Avenue (both sides) between West Barry Avenue and West Wellington Avenue -- at all times -- all days (Zone 1258);
31	North Lotus Avenue (both sides) between West Wellington Avenue and West Barry Avenue -- at all times (Zone 1251);
31	North Lotus Avenue (both sides) between West Wellington Avenue and West George Street -- at all times (Zone 1250);
31	West Shakespeare Avenue (both sides) between North Kilpatrick Avenue and North Cicero Avenue -- at all times (Zone 1249);
35	North Woodward Street (both sides) between North Spaulding Avenue and West George Street -- 6:00 P.M. to 6:00 A.M. -- all days (Zone 1224);

Ward

Location

46

4600 and 4700 blocks of North Kenmore
Avenue -- 6:00 P.M. to 6:00 A.M. --
Monday through Sunday (Zone 1268).

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. Extension to Zone 1184 on West Attrill Street, between North State Street and North Milwaukee Avenue -- at all times -- all days, (1st Ward).

SECTION 2. Amend Zone 1098 on West Hubbard Street (both sides) between North Noble Street and North Ogden Avenue -- at all times -- all days, by striking:

“at all times”

and inserting in lieu thereof:

“5:00 P.M. to 5:00 A.M.” (27th Ward).

SECTION 3. Amend Zone 143 on North Kenmore Avenue (both sides) between West Armitage Avenue and North Clybourn Avenue and North Poe Street and North Clybourn Avenue -- 6:00 P.M. to 12:00 A.M. (midnight) -- all days, by striking:

“12:00 A.M. (midnight)”

and inserting in lieu thereof:

“9:30 A.M.” (32nd Ward).

SECTION 4. Amend Zone 143 on North Seminary Avenue (both sides) between North Kenmore Avenue and North Sheffield Avenue, No Outlet and North Kenmore

Avenue, West Armitage Avenue and West Maud Avenue -- 6:00 P.M. to 12:00 A.M. (midnight) -- all days, by striking:

"12:00 A.M. (midnight)"

and inserting in lieu thereof:

"9:30 A.M." (32nd Ward).

SECTION 5. Amend Zone 142 on North Cleveland Avenue (west side only) between West Eugenie Street and West North Avenue -- 6:00 P.M. to 6:00 A.M. -- all days, by striking:

"6:00 A.M."

and inserting in lieu thereof:

"9:30 A.M." (43rd Ward).

SECTION 6. This ordinance shall take effect and be in force upon 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, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 8, September 14, October 6, November 30, 2005 and January 11, 2006) proposed ordinances to establish and amend Traffic Lane Tow-Away Zones on portions of

sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solís, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	North Damen Avenue (west side) from a point 20 feet north of West Pierce Avenue, to a point 50 feet north thereof -- 30 minute standing zone -- tow-away zone except with flashing lights -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (05-00973250);
1	West Diversey Parkway (south side) from a point 20 feet east of North Artesian Avenue, to a point 44 feet east thereof -- 15 minute standing zone -- tow-away zone except with flashing light -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday (06-00130264);
14	Pope John Paul II Drive at West 43 rd Street (north side) from South Mozart Street to the first alley west thereof (06-00130746);
25	East Cermak Road (north side) from a point 90 feet west of South Hoyne Avenue, to a point 50 feet west thereof -- no parking tow-away zone (06-00131495);
26	West Grand Avenue (north side) from a point 100 feet west of North Claremont Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (05-02121764);
31	North Tripp Avenue (east side) from West Barry Avenue to the first alley south thereof -- no parking tow-away zone (06-001322565);

Ward	Location
32	North Damen Avenue (west side) from a point 20 feet west of North Damen Avenue, to a point 25 feet west thereof -- 15 minute standing zone with flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- all days;
32	West Shakespeare Street (north side) from a point 20 feet west of North Damen Avenue, to a point 25 feet west thereof -- 15 minute standing zone with flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- all days;
35	North California Avenue (west side) from a point 185 feet south of West Logan Boulevard (service drive) to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 11:00 A.M. to 9:00 P.M. -- Tuesday through Sunday (05-01773957);
42	West Elm Street (south side) from a point 55 feet east of North Dearborn Street, to a point 120 feet east thereof -- 30 minute standing zone -- use flashers tow-away zone -- Monday through Saturday -- 7:00 A.M. to 7:00 P.M. (05-01566373).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Traffic Lane Tow-Away Zone.

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

SECTION 1. Repeal ordinance passed February 3, 1987 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 39236) which reads:

West Diversey Avenue (north side) from a point 202 feet west of North Seminary Avenue, to a point 35 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone after 15 minutes,

by striking the above (44th Ward) 05-02127740.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT
OF TRAFFIC WARNING SIGNS ON PORTIONS
OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (November 1 and 30, 2005) a proposed ordinance and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Said ordinance and orders 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
4	"All-Way Stop" signs, at South Drexel Boulevard and East 45 th Street;
15	"Stop" signs, stopping northbound traffic at the intersection of South Marshfield Avenue and West 57 th Street;
23	"Stop" signs, stopping South Rutherford Avenue for West 57 th Street (05-02121634);
24	"Two-Way Stop" signs, stopping east- and westbound traffic at the intersection of West Roosevelt Road and South Troy Street;
30	"Stop" signs, stopping North Harding Avenue for West Hirsch Street (05-01934057).

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 locations:

Ward	Type Of Sign And Location
42	North City Front Plaza (east side) from a point 85 feet south of East Illinois Street, to a point 155 feet south thereof -- media parking zone -- 3:00 A.M. to 10:00 A.M. -- Sunday through Saturday (05-01566682).

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, March 1, 2006.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to your committee (March 10, 2004, March 9, June 8, July 27, September 14, October 6, November 1, 30, December 7, and 14, 2005, January 11 and February 8, 2006) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Disabled:

Ward	Location
6	57 East 92 nd Street. Duplicate. Passed on January 11, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 68132). Disabled Number 45128;
6	234 West 71 st Street. Arterial or main street. Disabled Number 47588;
6	8423 South Michigan Avenue. Duplicate. Passed on February 8, 2006. Disabled Number 44383;

Ward	Location
6	7941 South Champlain Avenue. Duplicate. Passed January 11, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 68132). Disabled Number 43600;
6	8100 South Champlain Avenue. Applicant deceased. Disabled Number 47578;
7	8509 South Yates Avenue. Arterial or main street. Disabled Number 44807;
8	8018 South Ingleside Avenue. Duplicate. Previously introduced on November 30, 2005 and will pass on March 1, 2006. Disabled Number 47139;
8	9137 South Harper Avenue. Duplicate. Previously introduced on November 30, 2005 and will pass on March 1, 2006. Disabled Number 46519;
8	8939 South Dante Avenue. Duplicate. Previously introduced on November 30, 2005 and will pass on March 1, 2006. Disabled Number 47140;
8	9845 South Maryland Avenue. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 47130;
11	2607 South Union Avenue. Disabled parking spaces installed exceed amount allowed. Disabled Number 48220;
15	6530 South Marshfield Avenue. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 48313;

Ward	Location
15	6118 South Wood Street. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 47538;
16	5139 South Wood Street. Duplicate. Previously introduced on November 30, 2005 and passed on February 8, 2006. Disabled Number 46938;
16	5225 South Wood Street. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 36722;
16	2216 West 54 th Place. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 44532;
18	7741 South Central Park Avenue. Duplicate. Previously introduced on June 8, 2005 and passed on February 8, 2006. Disabled Number 43919;
18	7225 South Homan Avenue. Duplicate. Previously introduced on March 9, 2005 and passed on February 8, 2006. Disabled Number 40988;
18	8643 South Damen Avenue. Arterial or main street. Disabled Number 47509;
20	4608 South Wolcott Avenue. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 47197;
20	6525 South Yale Avenue. Duplicate. Previously introduced on January 11, 2006 and passed on February 8, 2006. Disabled Number 39973;

Ward	Location
21	8105 South Green Street. Exceeds amount of disabled parking signs allowed on a residential street. Disabled Number 48198;
21	612 West 87 th Street. Main or arterial street. Disabled Number 45920;
21	8349 South Throop Street. Exceeds amount of disabled parking signs allowed on a residential street. Disabled Number 44554;
24	1538 South Homan Avenue. Arterial or main street, also bus and snow route. Disabled Number 47314;
30	1843 North Karlov Avenue. Exceeds amount of disabled parking signs allowed on residential streets. Disabled Number 46537;
37	631 North Lorel Avenue, previously passed. Disabled Number 47115.

Loading Zone:

Ward	Location
30	3100 North Central Avenue -- 30 minute loading zone -- unattended vehicles must have lights flashing -- after 30 minutes tow-away zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (05-01934137);
32	1711 North Clybourn Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday. This location falls within a no parking tow-away zone or no parking bus stop (05-02122194);

Ward	Location
42	230 North Michigan Avenue (Garland Court (east side) near employee entrance just south of Lower Wacker Place) 15 minute loading zone -- unattended vehicles must have lights flashing -- after 15 minutes tow-away zone -- at all times. Request withdrawn by requestor (05-01566553);
49	1120 West Granville Avenue -- at all times. This falls within a no parking anytime zone (05-01619983).

Residential Permit Parking:

Ward	Location
2	900 block of South Lytle Street (east side) and on the 1000 block of South Racine Avenue (west side) at all times. Does not meet parking study;
2	400 block of South Green Street (both sides) 8:00 A.M. to 8:00 P.M. -- all days. Does not meet zoning requirements (Zoned M1-3);
7	East 92 nd Street (north side) from South Oglesby Avenue to South Crandon Avenue -- at all times. Does not meet parking study;
12	West 48 th Place, from South Western Avenue to South Oakley Avenue (both sides) and West 49 th Street, from South Western Avenue to South Oakley Avenue (north side) at all times. Does not meet zoning requirements (Zoned M2-2);

Ward	Location
12	4700 block of South Rockwell Street -- at all times. Does not meet parking study;
15	6200 block of South Mozart Street (both sides) at all times. Does not meet parking study;
15	6400 block of South Campbell Avenue -- at all times. Does not meet parking study;
20	6100 and 6200 blocks of South Ellis Avenue (both sides) at all times. Does not meet parking study;
20	6500 block of South Rhodes Avenue (both sides) at all times. Does not meet parking study;
20	200 block of East 55 th Place -- at all times. Does not meet parking study;
24	2400 block of South Troy Street -- at all times. Does not meet parking study;
26	1200 block of North Maplewood Avenue -- 6:00 P.M. to 6:00 A.M. -- all days. Does not meet parking study;
26	Both sides of the 3700 block of West Wabansia Avenue -- 6:00 P.M. to 6:00 A.M. -- all days. Does not meet parking study (also introduction on November 30, 2005 -- not recommended);
34	West 123 rd Street, from South Justine Street to South Bishop Street (north side) at all times. Does not meet parking study, must be both sides of the street;

Ward	Location
34	11800 through 11900 blocks of South Watkins Avenue (both sides) at all times. Does not meet parking study (Zoned M3-5).

Tow-Away Zones:

Ward	Location
2	111 South Morgan Street -- 15 minute standing zone with flashing lights -- at all times. Duplicate proposal. Previously passed September 29, 2004. Signs are installed (06-00130506);
2	1111 West Madison Street -- 15 minute standing zone with flashing lights -- at all times. This location falls within a bus stop (05-01612226).

Traffic Warning Signs:

Ward	Location
13	"Three-Way Stop" sign at West 69 th Street and South Kildare Avenue. Request withdrawn (05-02145692);
17	"Stop" sign at 1450 West 69 th Street, stopping east- and westbound traffic. West 69 th Street is an arterial street. Study indicates signs are not warranted according to federal/state standards and could increase accidents (04-00397635);

Ward	Location
26	"Stop" sign at northwest corner of North Central Park Avenue at West Le Moyne Street. North Central Park Avenue is an arterial street. Study indicates signs are not warranted according to federal/state standards and could increase accidents (05-02121851);
37	"All-Way Stop" sign at West Wabansia Avenue and North Laramie Avenue. Duplicate proposal. Previously recommended on proposal dated October 6, 2005 (05-02122270);
46	"Stop" sign at southeast corner of North Racine Avenue and West Sunnyside Avenue. Duplicate proposal. Previously passed on date December 11, 1985 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 23874) signs will be installed (06-00086654).

Amend Parking Prohibition At All Times -- Disabled:

Ward	Location
11	Removal of Disabled Number 33437 for 526 West 42 nd Street. Duplicate proposal. Passed with Permit Number 33437 on November 30, 2005 date;
13	Removal of Disabled Number 16856 for 3712 West 62 nd Place. No record found;

Ward	Location
14	Removal of Disabled Number 18047 for 2947 West 40 th Street. Duplicate proposal with Permit Number 18047 on November 1, 2005 date;
35	Removal of Disabled Number 13858 for 2749 North Sawyer Avenue. Applicant change their mind;
49	Removal of Disabled Number 13540 for 6333 North Wayne Avenue. Removal. Application cancelled.

Amend Residential Permit Parking:

Ward	Location
32	Amend ordinance related to 1856 West North Avenue (to be installed on the 1601 North Wolcott Avenue side) by striking: "1:00 P.M. to 1:00 A.M. -- all days" and inserting: "4:00 P.M. to 4:00 A.M. -- all days". Wrong information.

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.**

APPOINTMENT OF MR. HENRY T. CHANDLER, JR. AS MEMBER
OF CHICAGO TRANSIT AUTHORITY BOARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 *Approve* the appointment of Henry T. Chandler, Jr., as a member of the Chicago Transit Authority Board to a term effective immediately and expiring September 1, 2007, to complete the unexpired term of Victor H. Reyes, who resigned. This appointment was referred to the Committee on February 8, 2006.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Henry T. Chandler, Jr., as a member of the Chicago Transit Authority Board was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 for grants of privilege in the public way. These ordinances were referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

Amalgamated Bank Of Chicago:

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

SECTION 1. Permission and authority are hereby given and granted to Amalgamated Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) existing structural metal canopies projecting over the public right-of-way adjacent to its premises known as 1 West Monroe Street. Said structural metal canopies shall be described as follows:

Along South State Street, said structural metal canopy shall measure thirty-two (32) feet in length, twelve (12) feet in width and shall be approximately twelve (12) feet above grade.

Along West Monroe Street, said structural metal canopy shall measure eleven (11) feet in length, twelve (12) feet in width and shall be approximately twelve (12) feet above grade.

Structural metal canopies have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

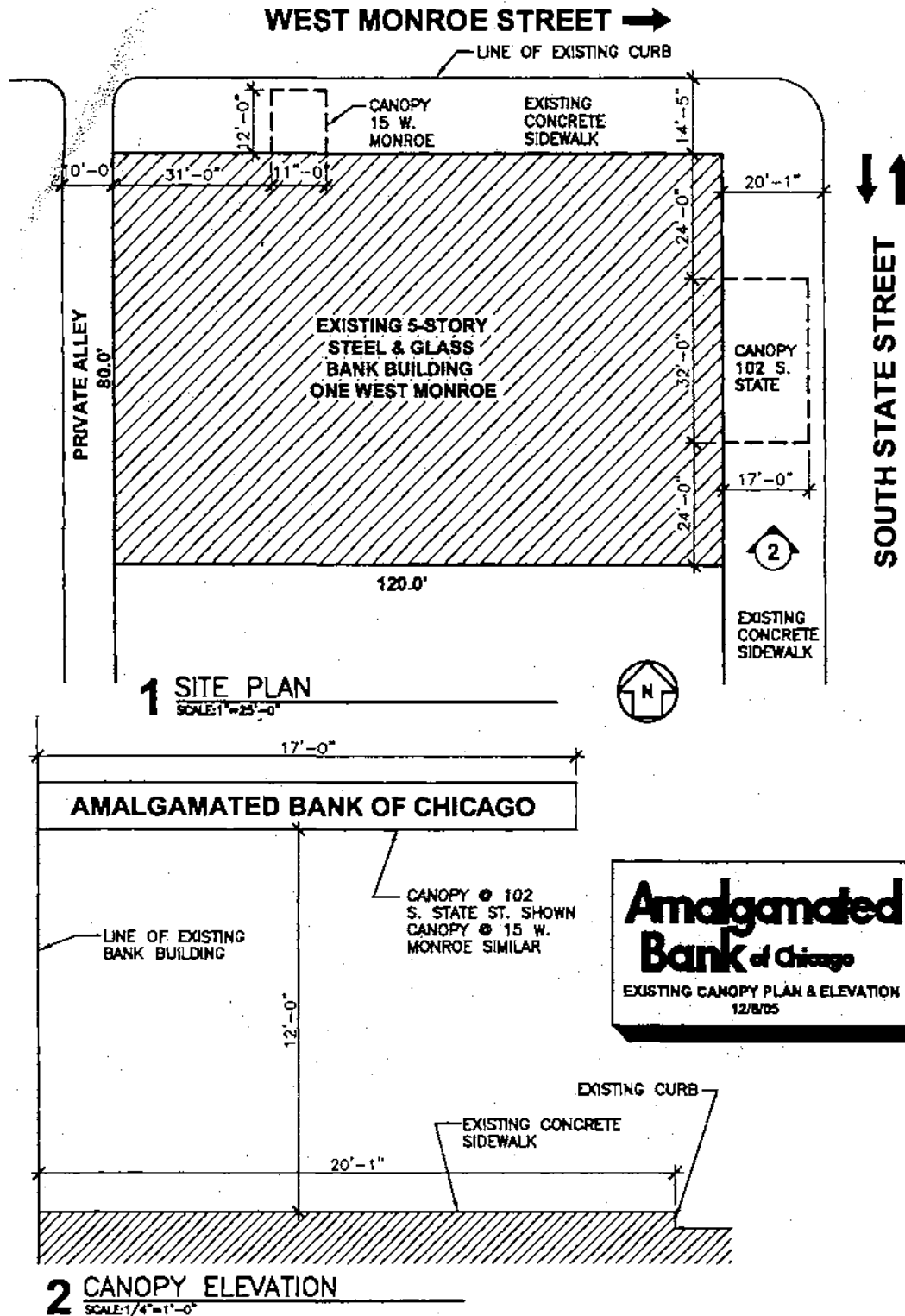
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047986 herein granted the sum of One Thousand Seven Hundred Thirty-one and no/100 Dollars (\$1,731.00) per annum, in advance.

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 21, 2006.

[Drawing referred to in this ordinance printed
on page 71769 of this *Journal*.]

Ordinance associated with this drawing printed
on page 71768 of this *Journal*.



Ameritech.

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

SECTION 1. Permission and authority are hereby given and granted to Ameritech, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-two (22) four (4) inch plastic ducts in the City's existing Chicago Avenue water pipe tunnel under the north branch of the Chicago River and in the east and west access shafts and whereas for the privilege granted herein the Ameritech shall pay to the City of Chicago an annual compensation of fifty cents (\$0.50) per lineal foot of tunnel per duct multiplied by three hundred three (303) feet of tunnel. 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 1047817 herein granted the sum of Three Thousand Three Hundred Thirty-three and no/100 Dollars (\$3,333.00) 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 March 25, 2005.

[Drawing referred to in this ordinance printed
on page 71771 of this *Journal*.]

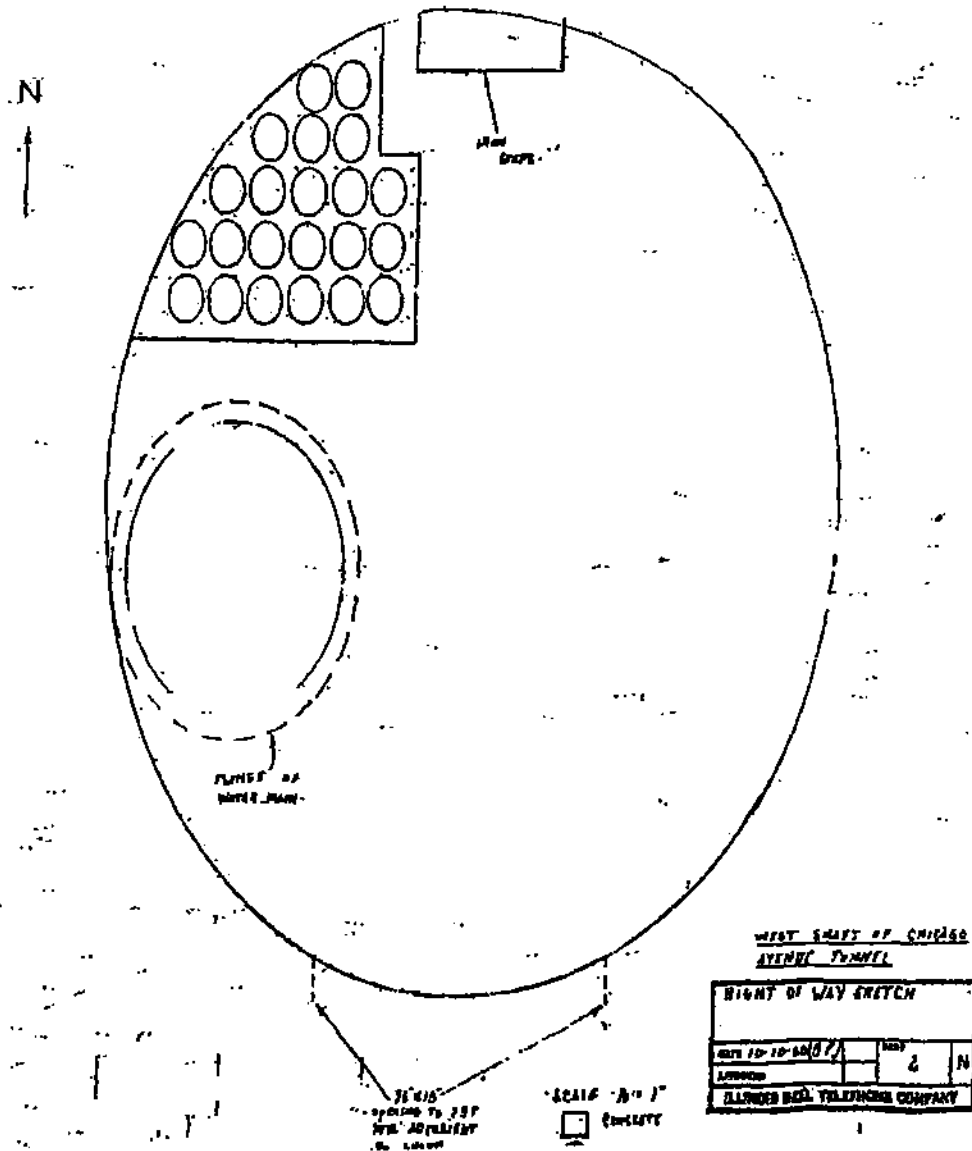
Canal/Taylor South L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Canal Taylor South L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 71772)

Ordinance associated with this drawing printed
on page 71770 of this *Journal*.



(Continued from page 71770)

to construct, install, maintain and use one (1) earth retention system under the public right-of-way adjacent to its premises known as 1101 South Canal Street. Said earth retention system shall be at a depth of two (2) feet below grade and a total of three hundred twenty (320) square feet located under the public sidewalk along South Canal 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046137 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 71773 of this *Journal*.]

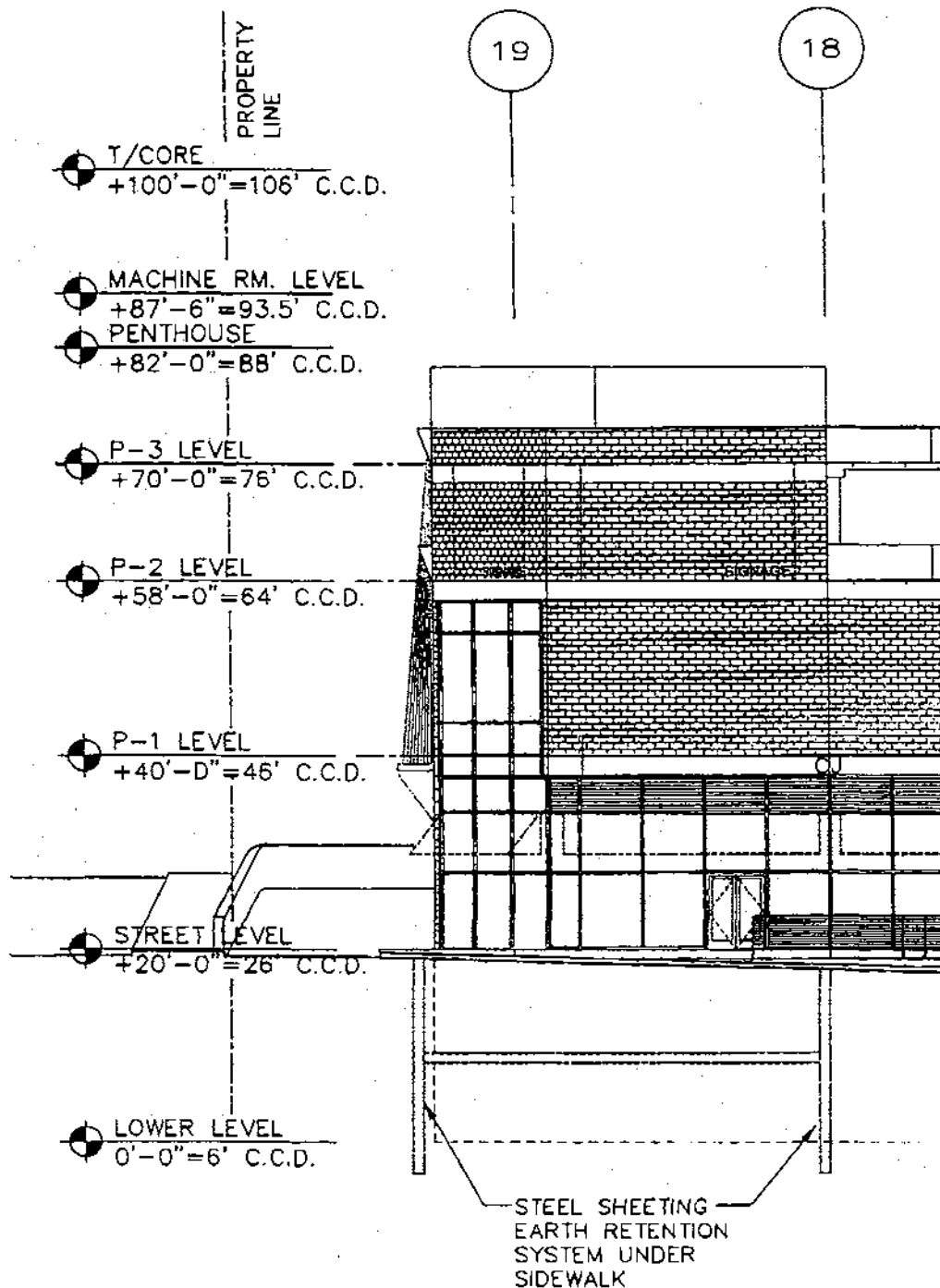
CB2.

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

SECTION 1. Permission and authority are hereby given and granted to CB2, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) roof overhang projecting over the public right-of-way

(Continued on page 71774)

Ordinance associated with this drawing printed on
pages 71770 through 71772 of this *Journal*.



(Continued from page 71772)

adjacent to its premises known as 800 West North Avenue. Said roof overhangs shall be one (1) at thirty-six and two-tenths (36.2) feet in length and eight-tenths (.8) foot in width and twenty (20) feet in length and eight-tenths (.8) foot in width for a total of forty-four and ninety-six hundredths (44.96) square feet. Along West North, roof overhang shall be approximately nine (9) feet above grade. Along North Halsted Street, roof overhang shall be twelve (12) feet above grade. Roof overhangs shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047431 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 71775 of this *Journal*.]

Chicago Klee Development, L.L.C.
(Planter Boxes)

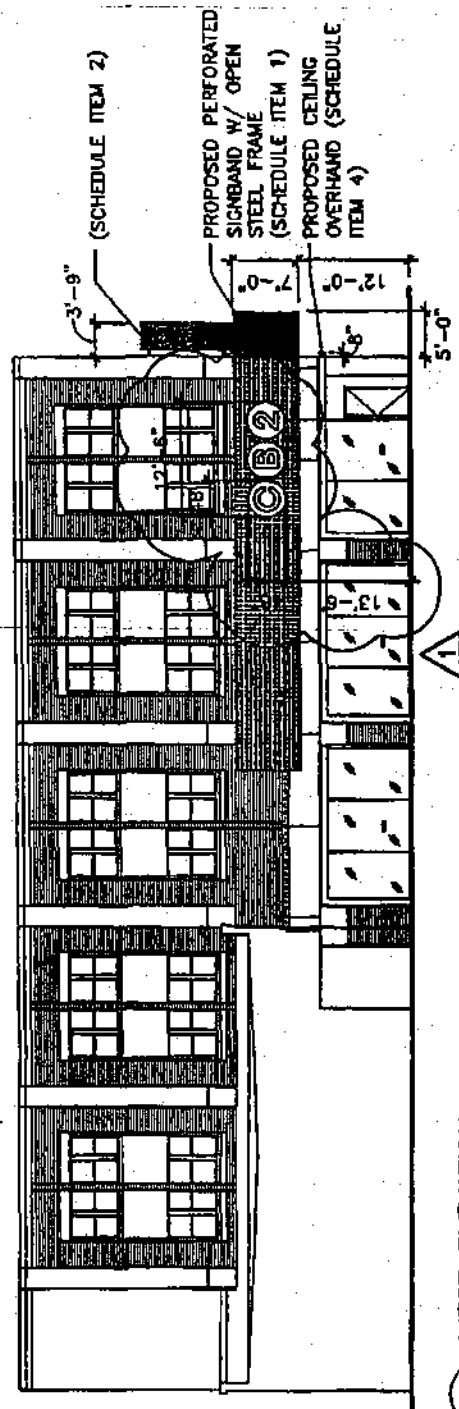
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Klee Development, L.L.C., upon the terms and subject to the conditions of this

(Continued on page 71776)

Ordinance associated with this drawing printed on
pages 71772 through 71774 of this *Journal*.

OVERHANG SCHEDULE		OVERHANG DIMENSION
1	SIGNBAND - NORTH AVENUE	5'-0"
2	BLADE SIGN - NORTH AVENUE	3'-9"
3	BLADE SIGN - HALSTED STREET	3'-9"
4	CEILING OVERHANG - NORTH AVENUE	8"
5	CEILING OVERHANG - HALSTED STREET	8"



NOTE: SHADED ELEMENTS REQUIRE
ORDINANCE ALLOWING USE OF THE
PUBLIC WAY

1 WEST ELEVATION
SCALE 1/16" = 1'-0"



(Continued from page 71774)

ordinance, to construct, install, maintain and use eleven (11) precast concrete planter boxes on the public right-of-way for beautification purposes adjacent to its premises known as 4015 North Milwaukee Avenue. Said planter boxes shall be described as follows:

North Milwaukee Avenue.

Along North Milwaukee Avenue shall be five (5) precast concrete planter boxes. Each planter box shall measure five (5) feet in length, five (5) feet in width and have a height of three (3) feet.

North Cicero Avenue.

Along North Cicero Avenue shall be six (6) precast concrete planter boxes. Each planter box shall measure five (5) feet in length, five (5) feet in width and have a height of three (3) feet.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Precast concrete planter boxes have been constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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.

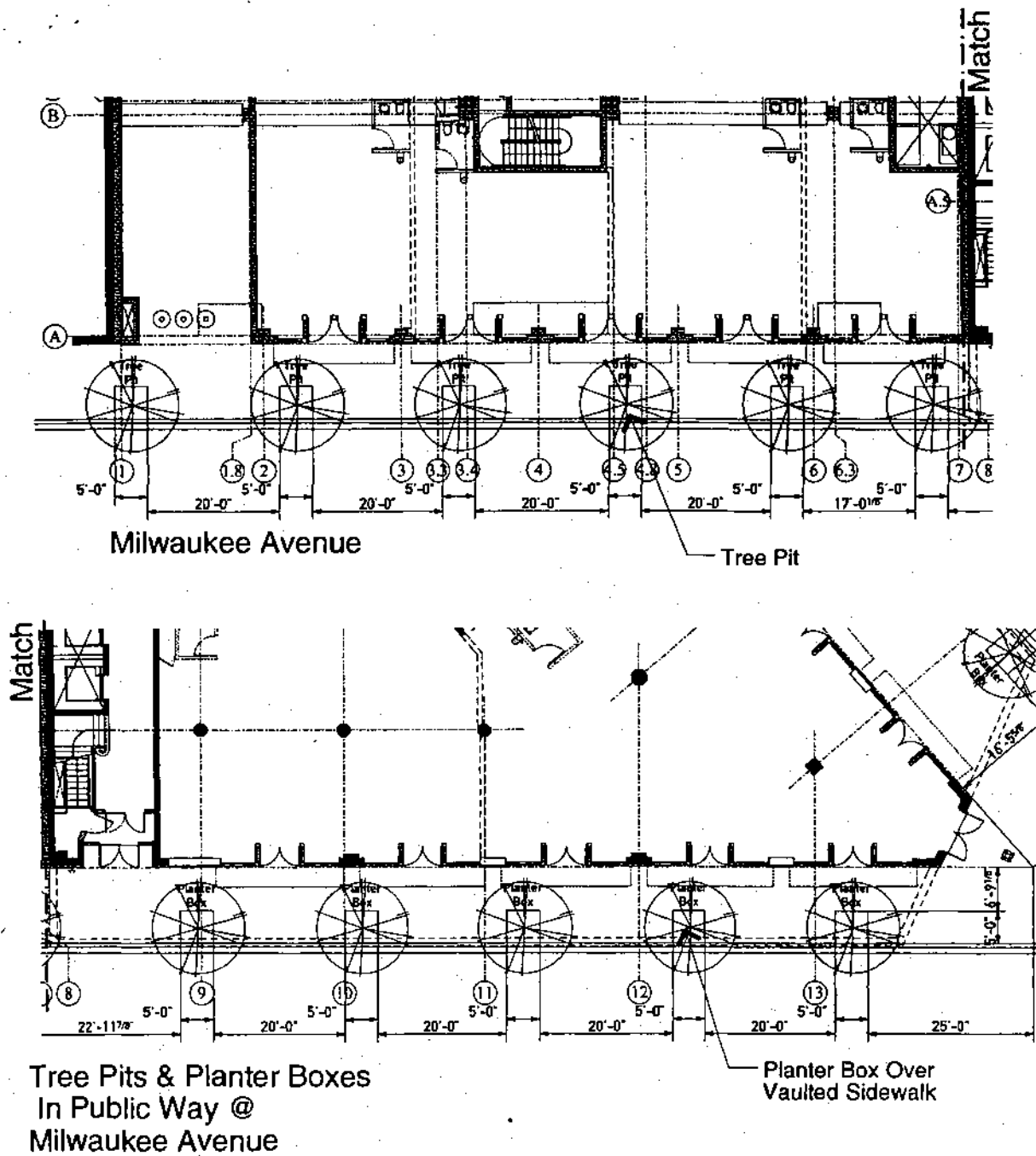
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046712 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 71777 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 71774 through 71776 of this *Journal*.



Chicago Klee Development, L.L.C.
(Tree Grates)

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Klee Development, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use ten (10) tree grates in the public right-of-way adjacent to its premises known as 4015 North Milwaukee Avenue. Said tree grates shall measure six (6) at five (5) feet in length, five (5) feet in width and four (4) feet, six (6) inches in depth located along North Milwaukee Avenue and four (4) at five (5) feet in length, five (5) feet in width and four (4) feet, six (6) inches in depth located along North Cicero Avenue. Total square footage to be used shall be two hundred fifty (250) square feet. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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.

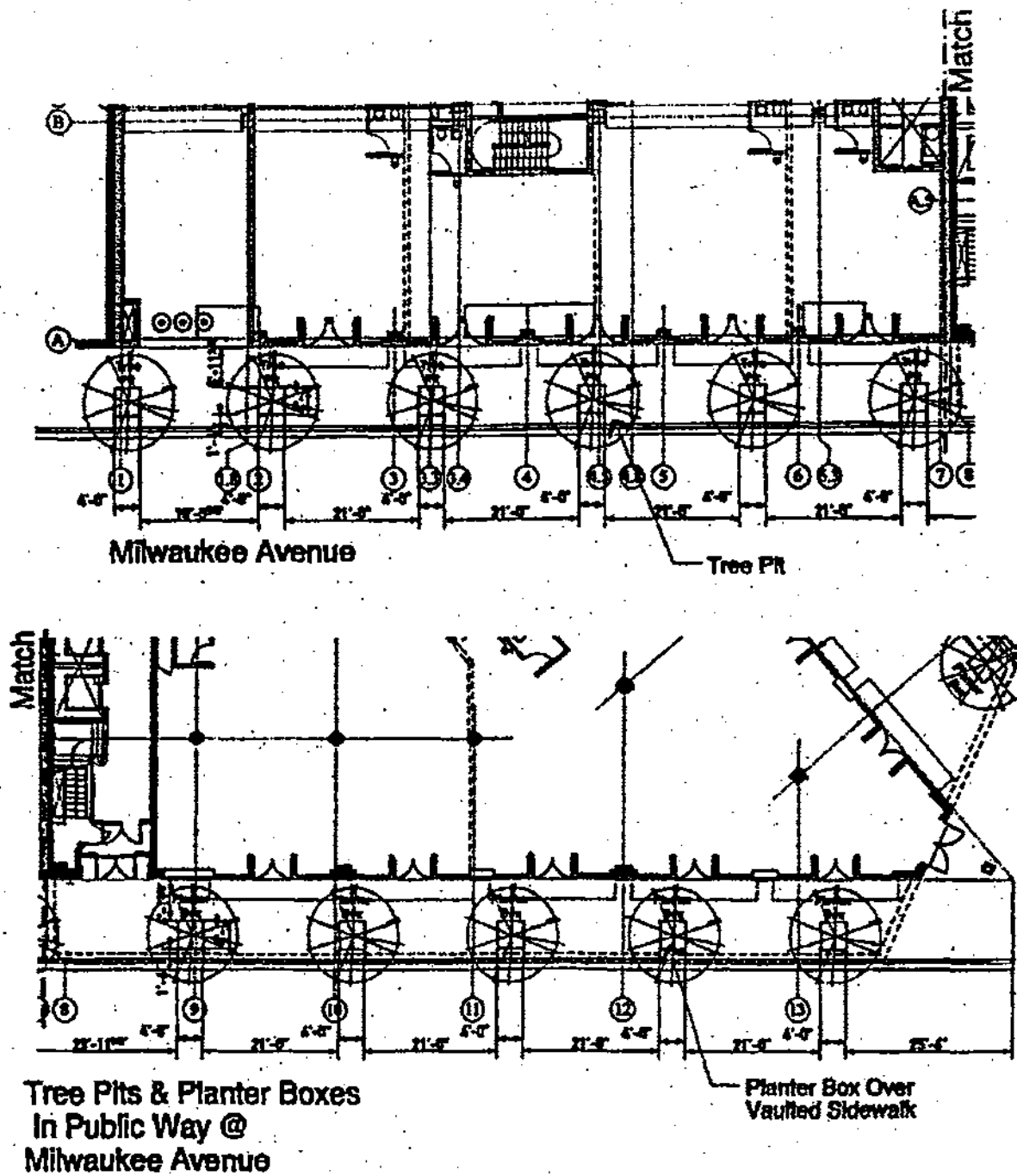
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046714 herein granted the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

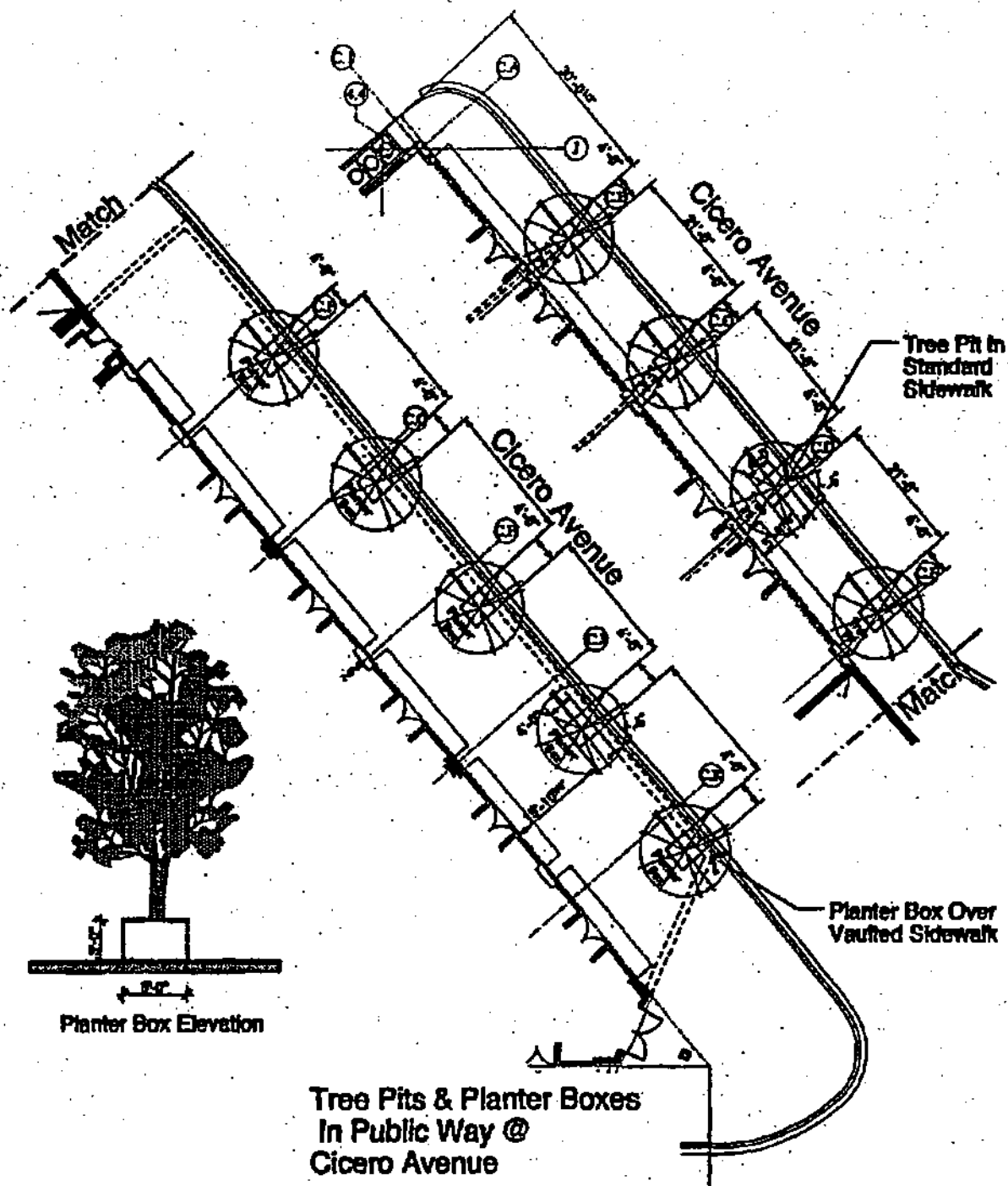
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on
pages 71779 through 71780 of this *Journal*.]

Ordinance associated with this drawing printed
on page 71778 of this *Journal*.



Ordinance associated with this drawing printed
on page 71778 of this *Journal*.



Chicago Klee Development, L.L.C.
(Vault)

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Klee Development, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the existing sidewalk vault under the public right-of-way adjacent to its premises known as 4015 North Milwaukee Avenue. Said sidewalk vault shall measure approximately twenty-eight (28) feet in length and seven (7) feet, three (3) inches in width. Vault shall be located under and along North Cicero Avenue. Said existing sidewalk vault along North Cicero Avenue shall be for a reconfiguration of the existing electrical switch gear room already in use in the existing sidewalk vault under and along North Cicero Avenue. Vault has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

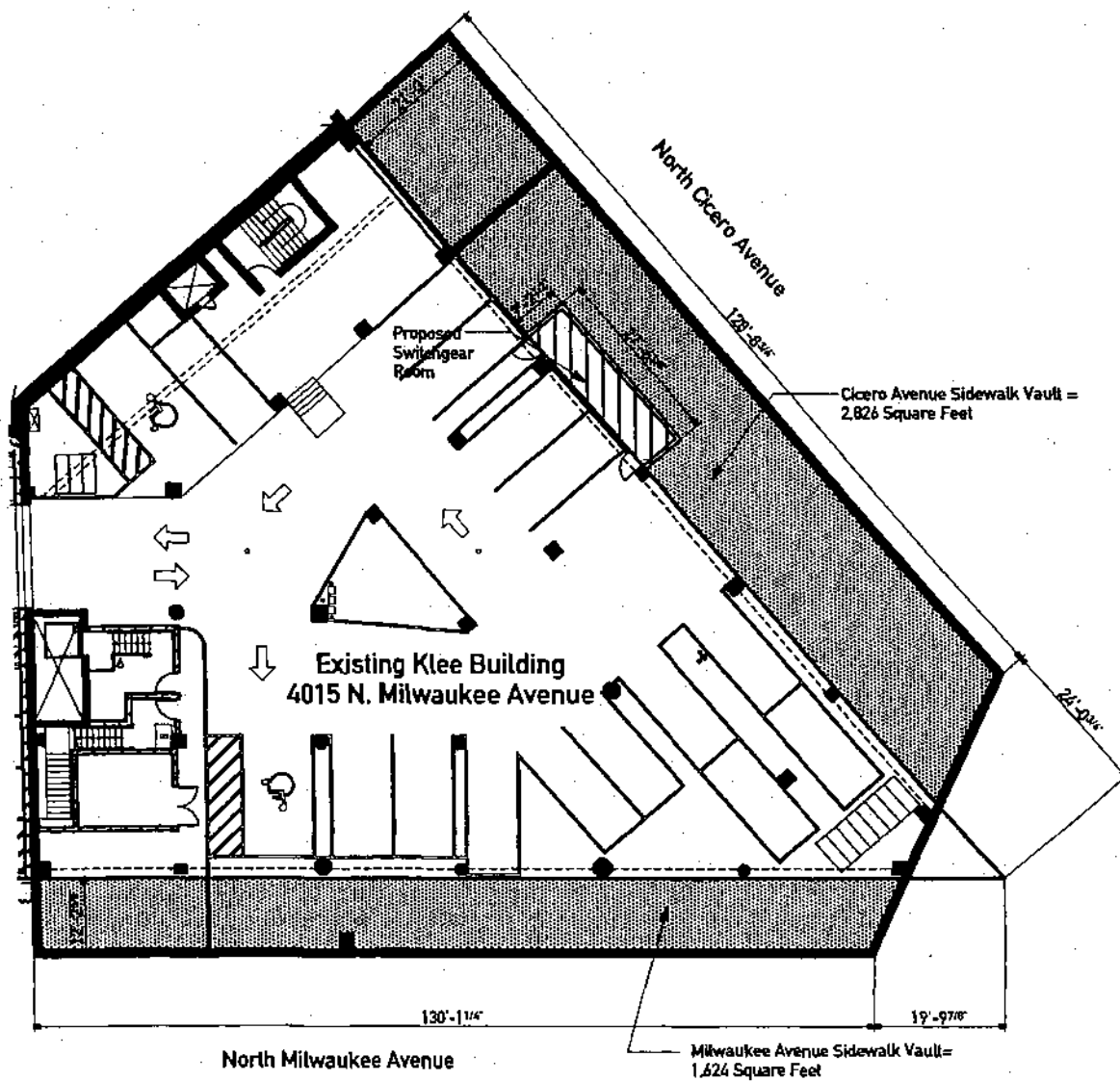
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047724 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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 date of passage.

[Drawing referred to in this ordinance printed
on page 71782 of this *Journal*.]

Ordinance associated with this drawing printed
on page 71781 of this *Journal*.



KLEE PLAZA BASEMENT PLAN

Chicago Sinai Congregation.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Sinai Congregation, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window projecting over the public right-of-way adjacent to its premises known as 15 West Delaware Place. Said bay window shall be eight (8) feet in length and two (2) feet, six (6) inches in width. Bay window has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048149 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) 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 10, 2006.

[Drawing referred to in this ordinance printed
on page 71784 of this *Journal*.]

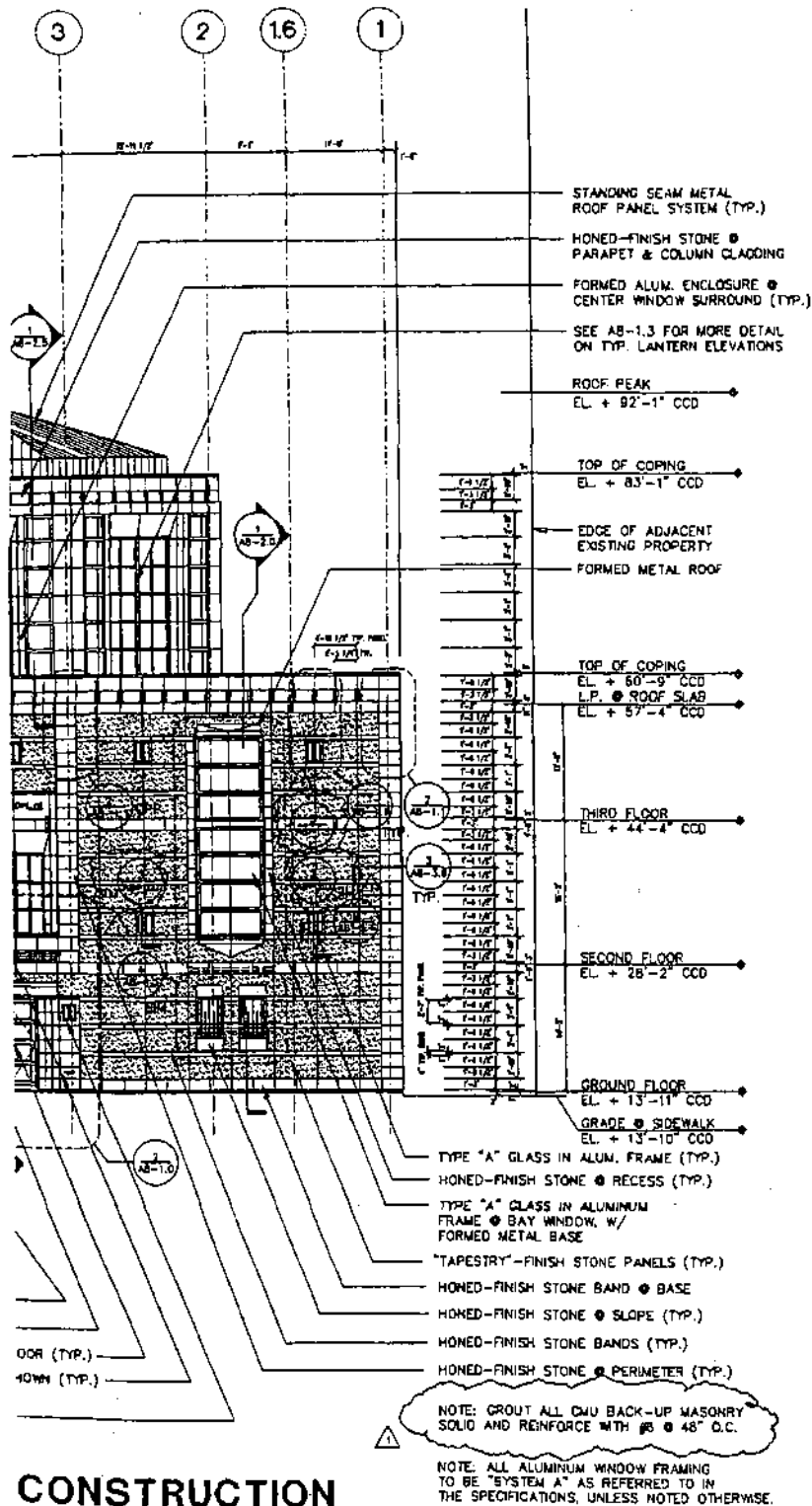
Christian Undertaker Services, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Christian Undertaker Services, Inc., upon the terms and subject to the conditions of this

(Continued on page 71785)

Ordinance associated with this drawing printed
on page 71783 of this *Journal*.



(Continued from page 71783)

ordinance, to maintain and use one (1) existing illuminated sign projecting over the public right-of-way adjacent to its premises known as 3100 West Irving Park Road. Said sign shall be eight (8) feet in length, five (5) feet in width and eleven (11) 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1045413 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 71786 of this *Journal*.]

CM Stone Works.

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

SECTION 1. Permission and authority are hereby given and granted to CM Stone Works, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 2519 South Halsted Street. Said sign shall be ten (10) feet in length and two (2) feet in width for a total of twenty (20) square feet. Sign shall be

(Continued on page 71787)

Ordinance associated with this drawing printed on
pages 71783 through 71785 of this Journal.

Sign is 11' above grade.

70000

CHRISTIAN FUNERAL HOME
FAMILY OWNED
AND
OPERATED
FUNERALES CHRISTIANA

8'-0"

(1) D/E ILLUMINATED WALL SIGN
W/ CHANGEABLE COPY
LEXAN BACKGROUND - TRANS. EMERALD GREEN (230-126)
COPY - WHITE

(2) LINES 5" BLACK "2IP" CHANGEABLE COPY
RETAINER & SIGN CABINET - PAINT TO MATCH
EMERALD GREEN (230-126)
H.O. FLUO. LAMP ILLUMINATION
SAFETY DISCONNECT

Revised 12-2-2005

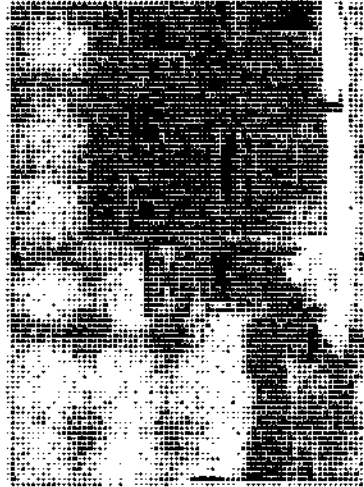
APPROVED: **M-K SIGNS**
4602 N. PULASKI AVE.
CHICAGO, IL 60641
773-553-0048
FAX 773-553-0022

DATE: **CHRISTIAN FUNERAL HOME**
3100 IRVING PARK RD. CHICAGO, IL

SCALE: 1/2" = 1'-0"
DESIGNED BY: **MSO**
FILE: **D. DADICHI**

DATE: **8-1-03**
REVISED: **8-28-03**
DRAWING NUMBER: **7056**

SHEET: **SP**



(Continued from page 71785)

nineteen (19) feet above grade along South Halsted Street. Sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047732 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) 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 71788 of this *Journal*.]

Columbia College.

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

SECTION 1. Permission and authority are hereby given and granted to Columbia College, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaulted areas under the public right-of-way adjacent to its premises known as 623 South Wabash Avenue. Said vaulted areas shall be described as follows:

South Wabash Avenue -- Front.

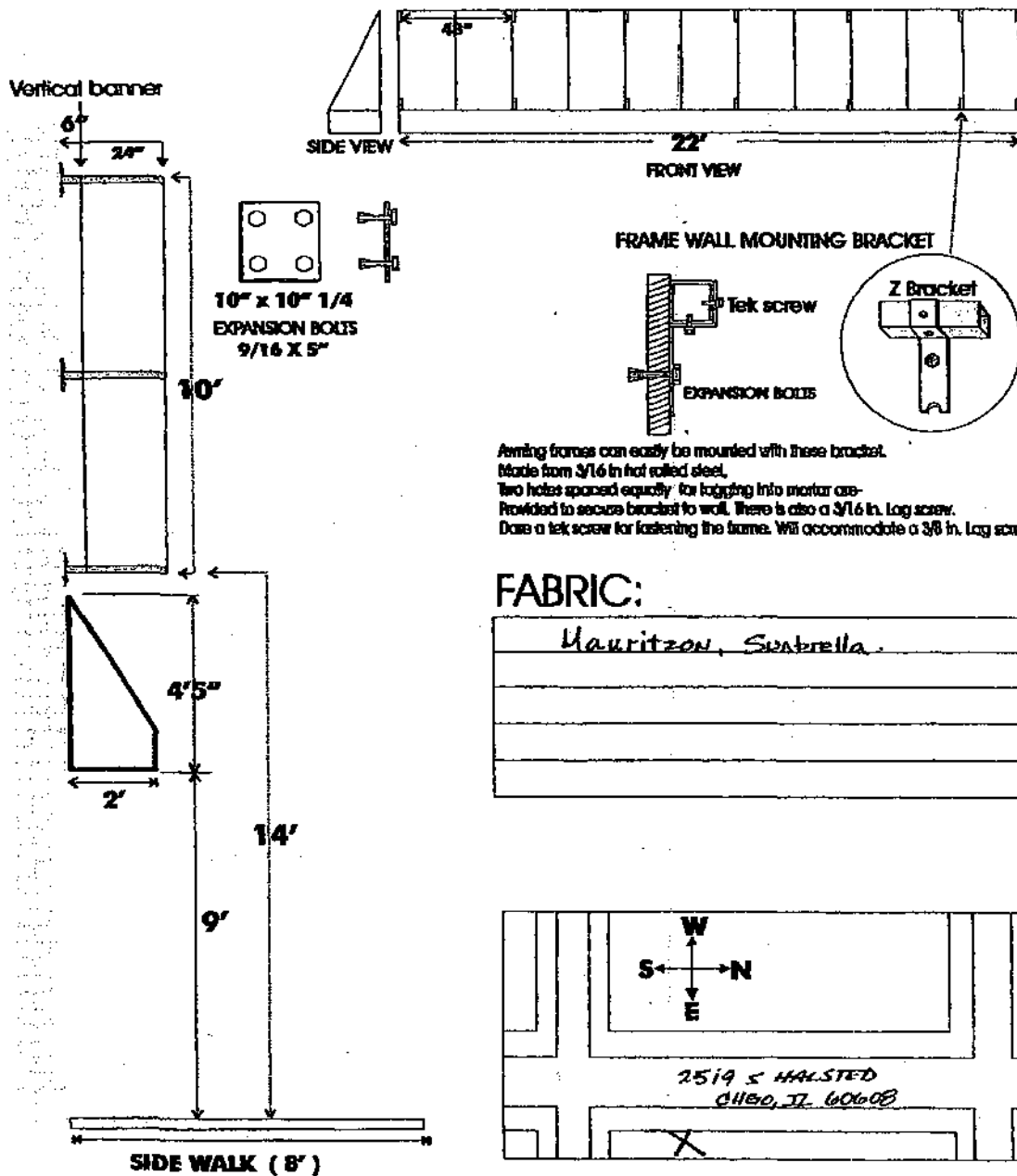
Area shall be approximately eighty-nine (89) feet in length and seventeen (17) feet in width used for utilities supplies and storage.

(Continued on page 71789)

Ordinance associated with this drawing printed on
pages 71785 through 71787 of this Journal.

Name: <u>C H STONE WORKS</u>		LBS. <u>35</u>	
Address: <u>2519 S. HALSTED ST.</u>	Wide <u>2'</u>		
City: <u>CHGO, IL 60608</u>	Deep		
State: <u>IL</u>	Zip: <u></u>	Height <u>10'</u>	

STRUCTURE FRAME: SQUARE GALVANIZED STEEL TUBE 1 6 GAUGE



(Continued from page 71787)

South Wabash Avenue -- Alley.

Area shall be approximately one hundred twenty (120) feet in length and eight and five-tenths (8.5) feet in width used for utility (sewer) lines.

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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046232 herein granted the sum of One Thousand Three Hundred Seventy-eight and no/100 Dollars (\$1,378.00) 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 September 12, 2005.

[Drawing referred to in this ordinance printed
on page 71790 of this *Journal*.]

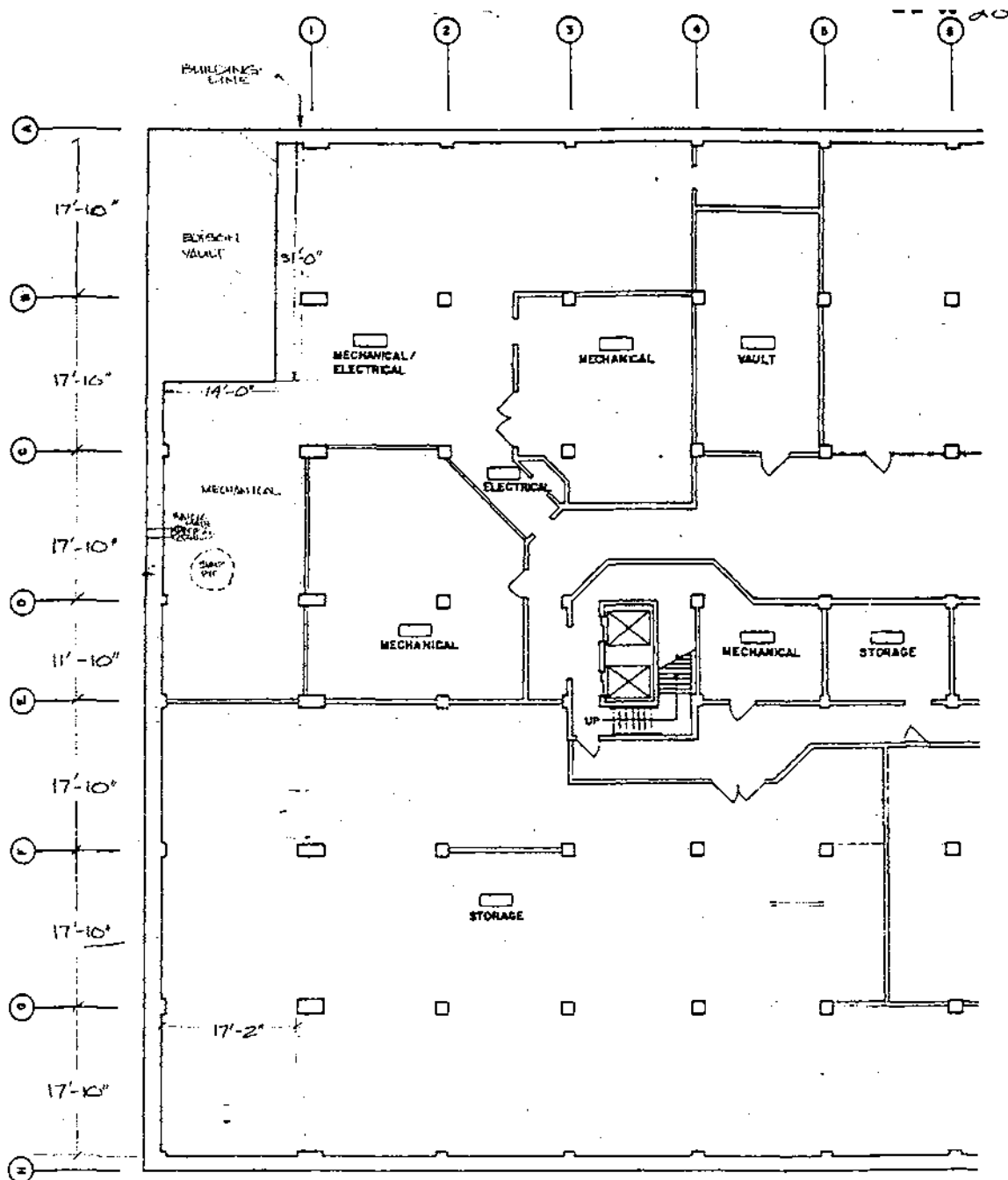
Draper And Kramer.

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

SECTION 1. Permission and authority are hereby given and granted to Draper and Kramer, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 71791)

Ordinance associated with this drawing printed on
pages 71787 through 71789 of this *Journal*.



 BASEMENT FLOOR PLAN
0 5 10 15 20 25 30 1/8"=1'-0"

(Continued from page 71789)

maintain and use, as now constructed, thirty-four (34) balconies projecting over the public right-of-way adjacent to its premises known as 1529 South State Street. Said balconies each shall measure 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. Said privilege has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1044751 herein granted the sum of One Thousand Seven Hundred and no/100 Dollars (\$1,700.00) 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 June 7, 2005.

[Drawing referred to in this ordinance printed
on page 71792 of this *Journal*.]

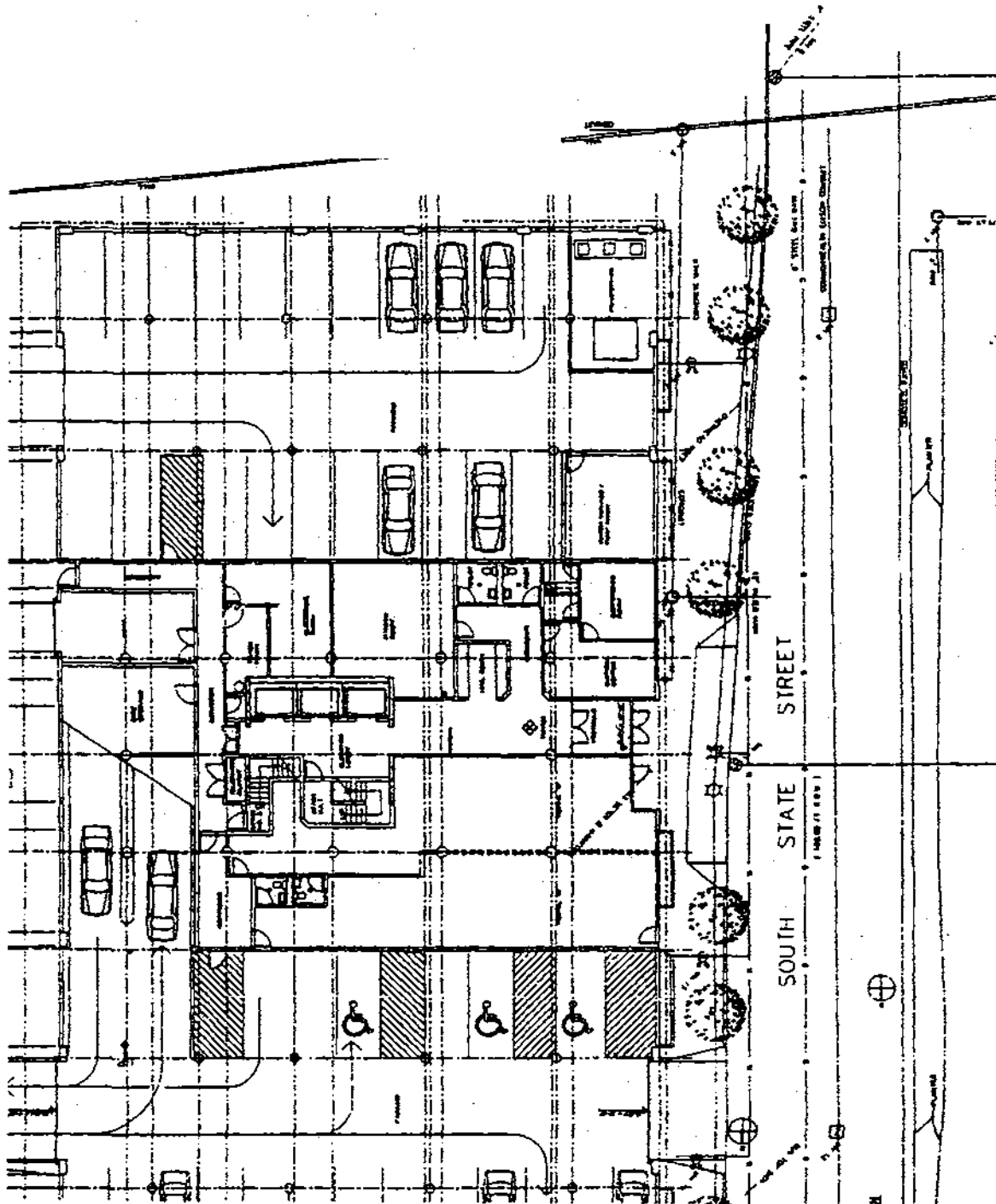
Fashion Fair Cosmetics/Johnson Publishing Company.

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

SECTION 1. Permission and authority are hereby given and granted to Fashion Fair Cosmetics/Johnson Publishing Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) existing vaulted area under the public right-of-way adjacent to its premises known as 825 South Wabash Avenue. Said vaulted area is approximately thirty-nine (39)

(Continued on page 71793)

Ordinance associated with this drawing printed on
pages 71789 through 71791 of this *Journal*.



(Continued from page 71791)

feet in length and seventeen (17) 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046234 herein granted the sum of Four Hundred Fifty-one and no/100 Dollars (\$451.00) 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 September 11, 2005.

[Drawing referred to in this ordinance printed
on page 71794 of this *Journal*.]

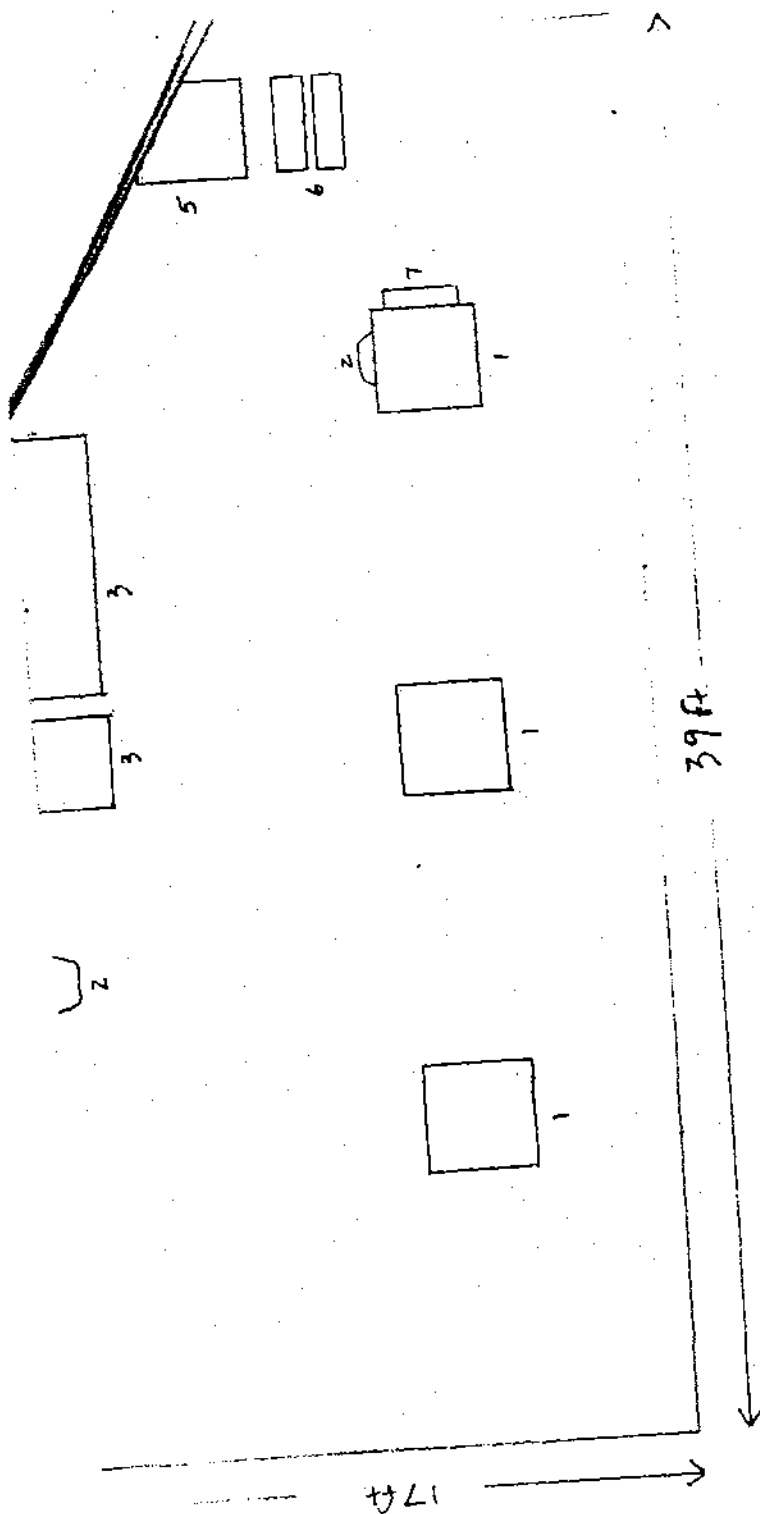
FedEx Kinko's Office & Print Services Number 3636.

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

SECTION 1. Permission and authority are hereby given and granted to FedEx Kinko's Office & Print Services Number 3636, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 3524 North Southport Avenue. Said sign shall be eight (8) feet in length and five (5) feet in height for a total of forty (40) square feet. Along North Southport Avenue sign shall be fourteen (14) feet above grade. The location of said privilege shall be as shown

(Continued on page 71795)

Ordinance associated with this drawing printed on
pages 71791 through 71793 of this Journal.



- 5. Rectifier
- 6. Regeneration Switches
- 7. Fuse Panel Switches

- 1. Pillars
- 2. Electrical Meter
- 3. Electrical Switching Cabinets
- 4. Junction Box

VAULTED SPACE
825 S. WABASH AVE.

(Continued from page 71793)

on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048110 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 71796 of this *Journal*.]

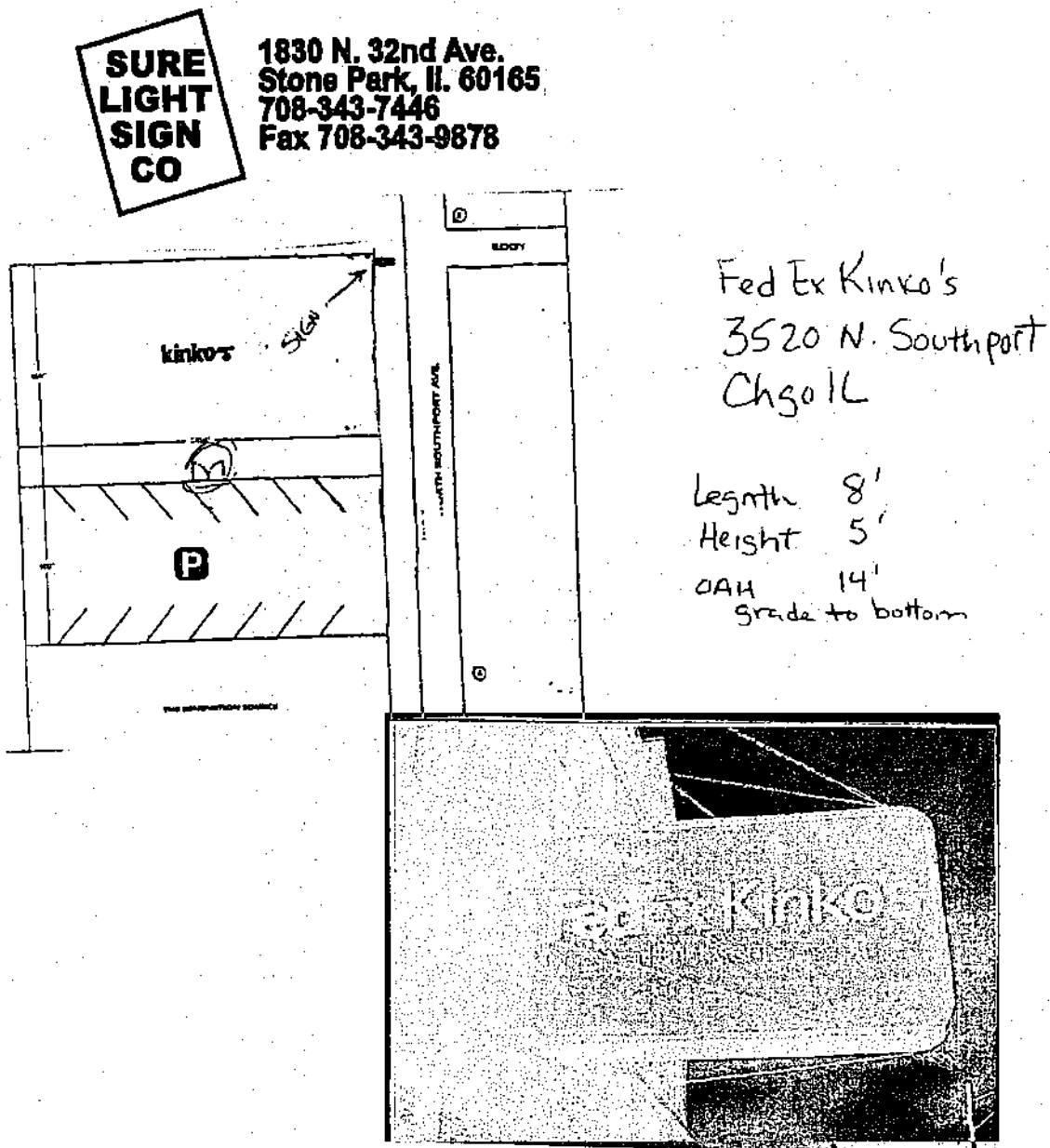
First American Bank.

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

SECTION 1. Permission and authority are hereby given and granted to First American Bank, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use, an ice melt system in the public right-of-way adjacent to its premises known as 4501 South Pulaski Road. Said electric snow melt cable system shall be ninety (90) feet in length and nine (9) feet in width for a total of eight hundred ten (810) square feet. Ice melt system shall be used for the purpose of melting ice and snow in front of the bank. Ice melt system shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 71797)

Ordinance associated with this drawing printed on
pages 71793 through 71795 of this Journal.



(Continued from page 71795)

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 1047009 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 date of passage.

[Drawing referred to in this ordinance printed
on page 71798 of this *Journal*.]

First Properties L.L.C.

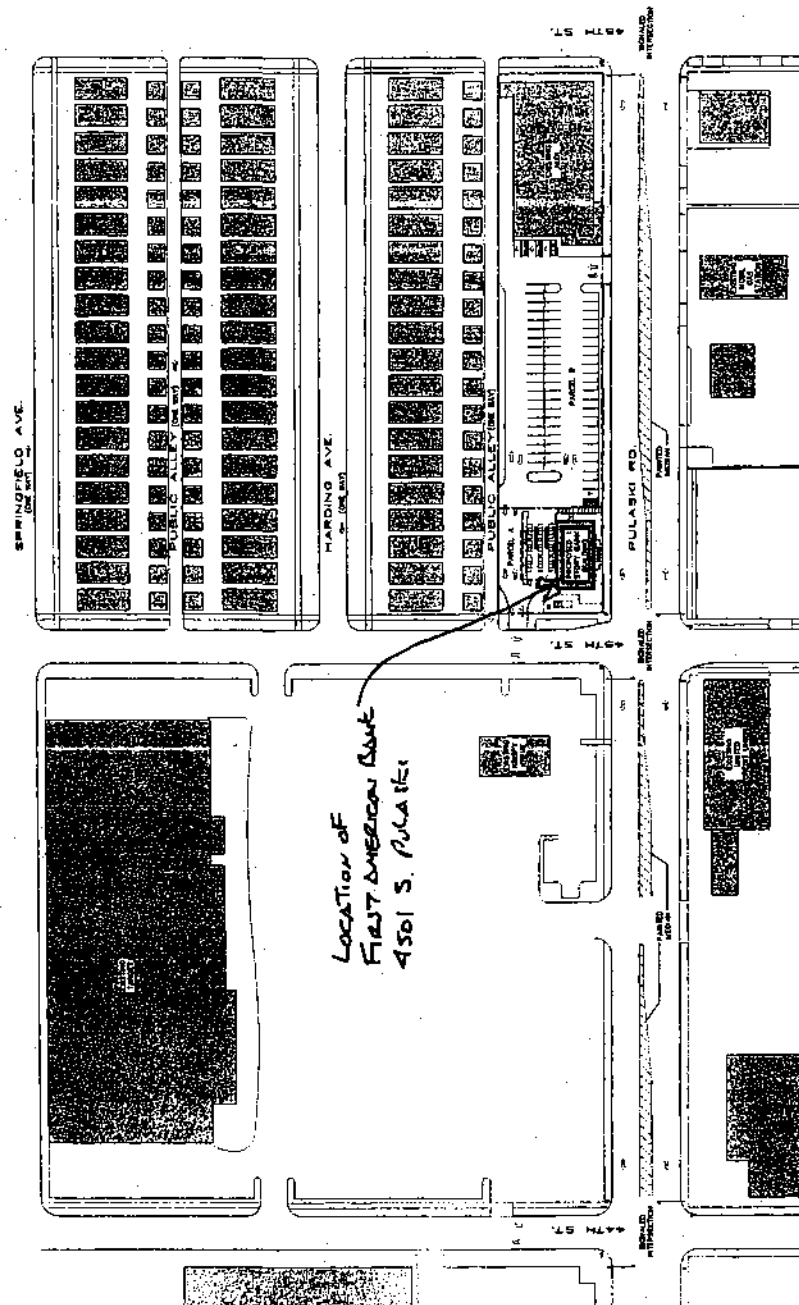
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to First Properties L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-eight (28) balconies projecting over the public right-of-way adjacent to it premises known as 1155 West Madison Street. Said balconies each shall measure ten (10) feet in length and five (5) feet in width. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 71799)

Ordinance associated with this drawing printed on
pages 71795 through 71797 of this Journal.



FIRST AMERICAN BANK

NEIGHBORHOOD PLAN
1/1/06

(Continued from page 71797)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047069 herein granted the sum of Two Thousand One Hundred and no/100 Dollars (\$2,100.00) 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 March 15, 2005.

[Drawings referred to in this ordinance printed on
pages 71800 through 71801 of this *Journal*.]

Fox & Obel Food Market.

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

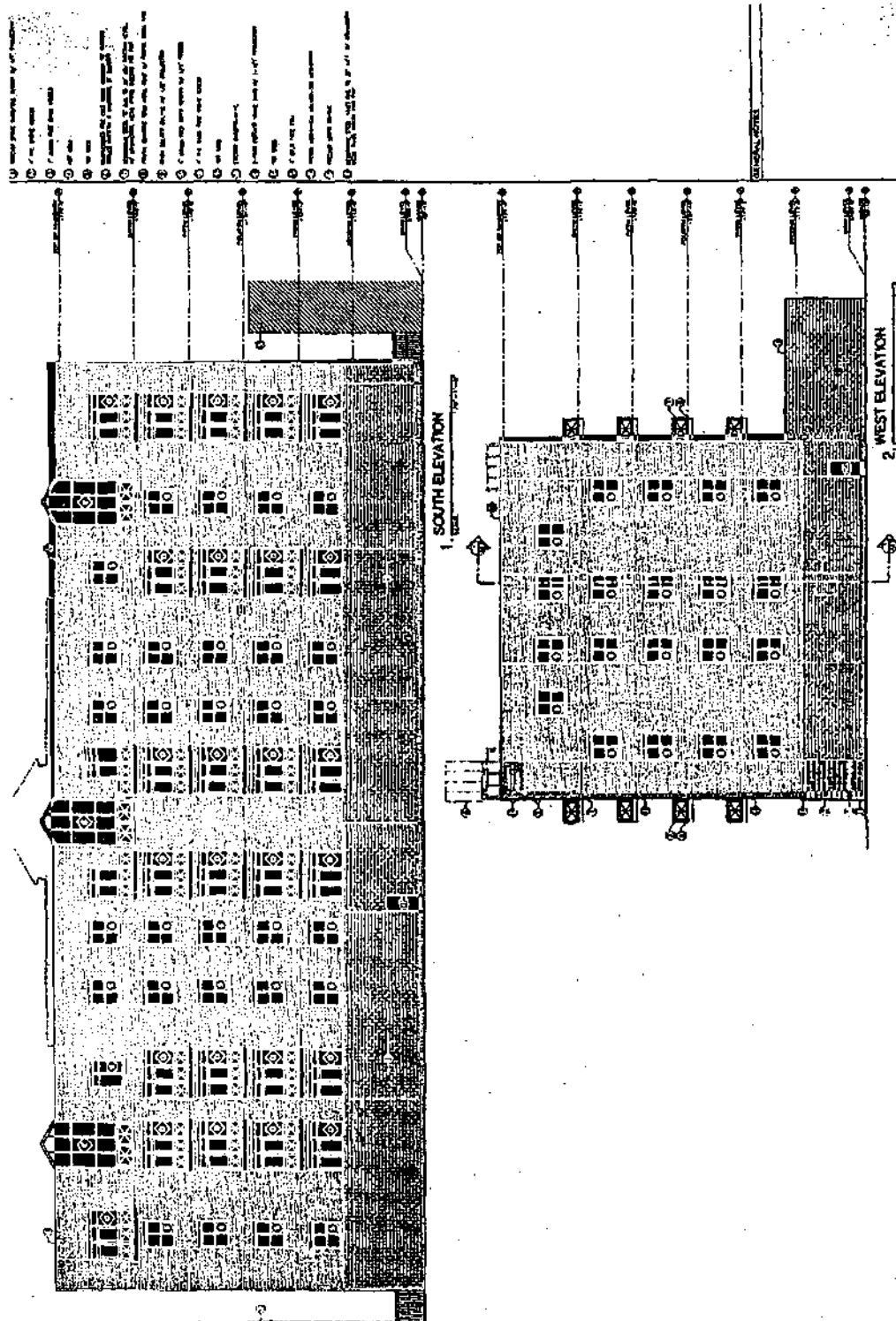
SECTION 1. Permission and authority are hereby given and granted to Fox & Obel Food Market, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing enclosed ramp on the public right-of-way adjacent to its premises known as 401 East Illinois Street. Said enclosed ramp shall be used primarily for access to the market. Ramp shall include a concrete staircase and main entry, a planter box and an entry vestibule area. Total square footage of area shall be approximately nine hundred forty-two (942). Ramp has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Mayor's Office for People with Disabilities. 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.

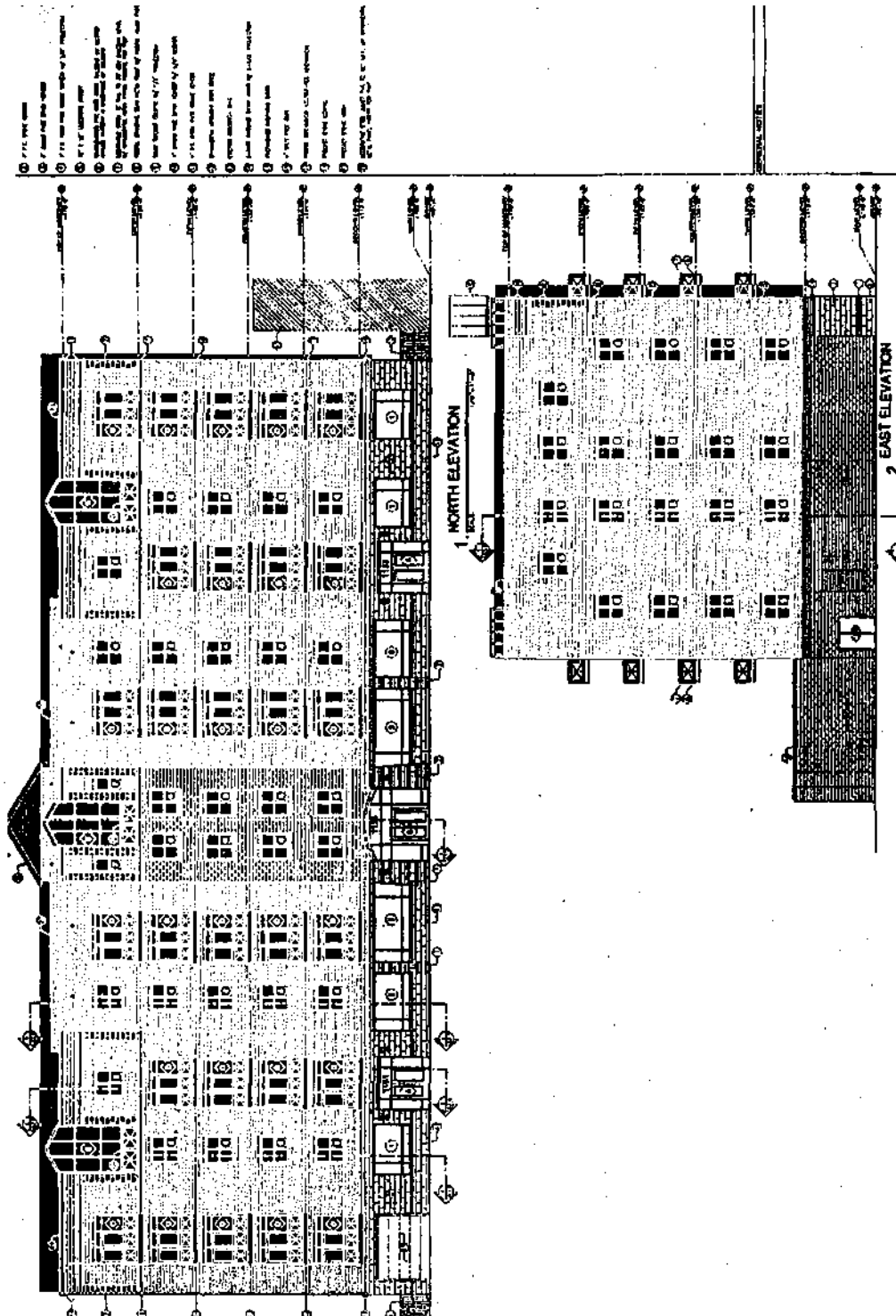
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046956 herein granted the sum of Sixteen Thousand Thirty-seven and no/100 Dollars (\$16,037.00) per annum, in advance.

(Continued on page 71802)

Ordinance associated with this drawing printed on
pages 71797 through 71799 of this *Journal*.



Ordinance associated with this drawing printed on
pages 71797 through 71799 of this *Journal*.



(Continued from page 71799)

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 November 1, 2005.

[Drawing referred to in this ordinance printed
on page 71803 of this *Journal*.]

Harmony Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Harmony Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6525 West Archer Avenue. Said sign shall be six (6) feet in length, four (4) feet in height and fifteen (15) feet, two (2) inches 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

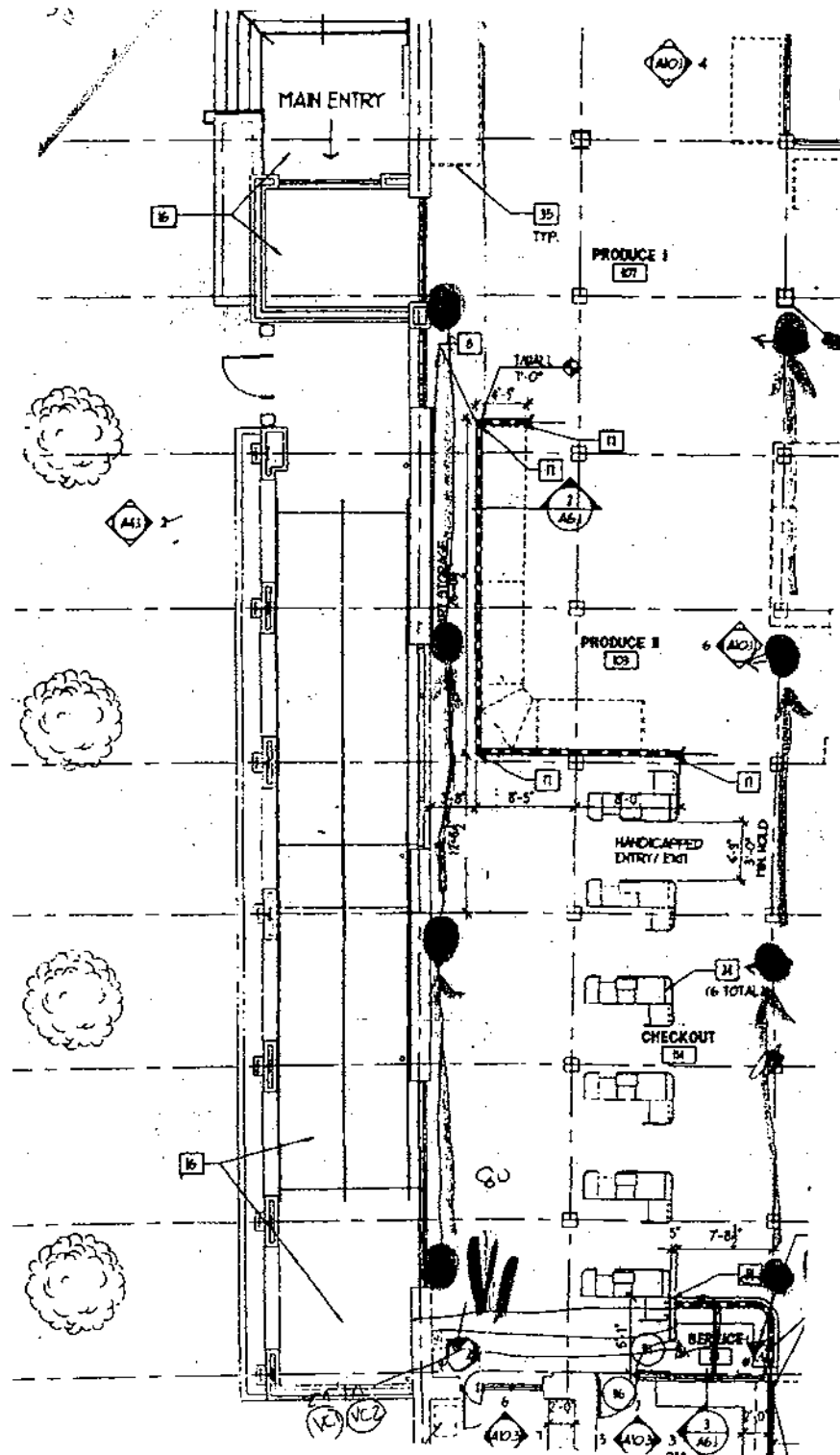
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048000 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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.

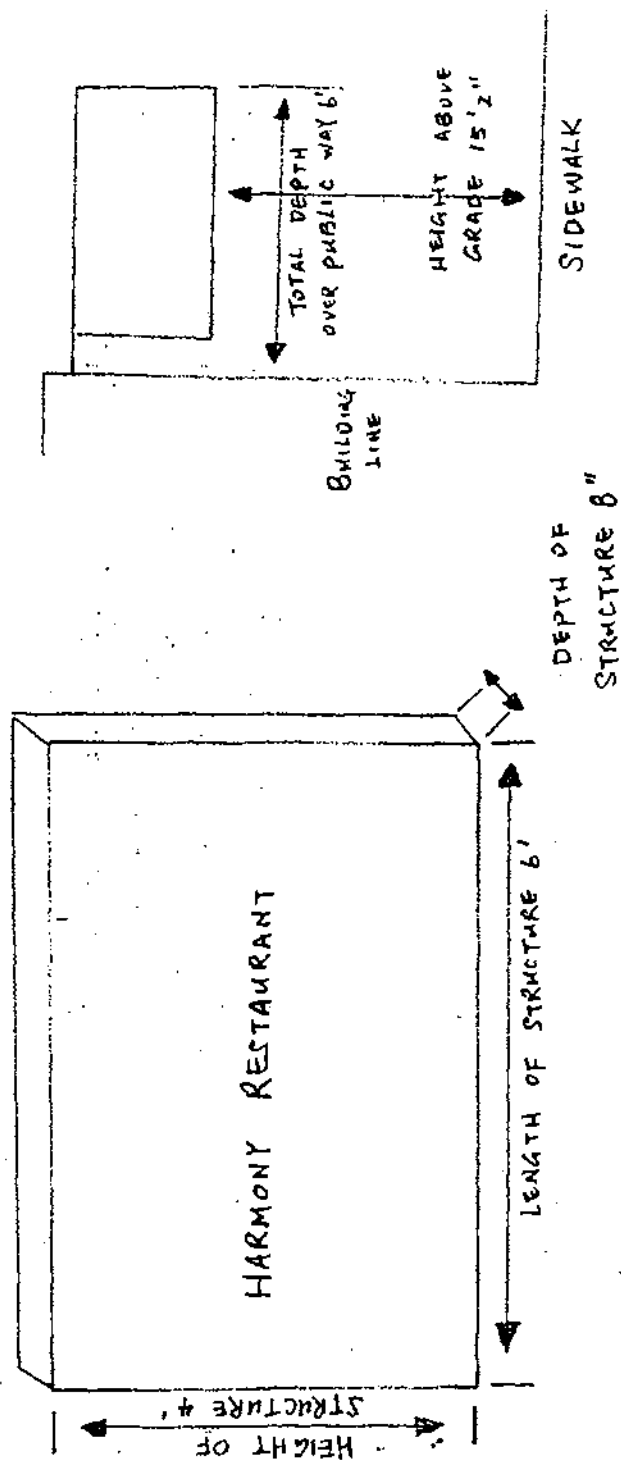
[Drawing referred to in this ordinance printed
on page 71804 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 71799 through 71802 of this *Journal*.



Ordinance associated with this drawing printed
on page 71802 of this *Journal*.

6525 W. ARCHER AVE.



James Hotel Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to James Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) structural canopies projecting over the public right-of-way adjacent to its premises known as 55 East Ontario Street and 616 North Rush Street. Said structural canopies shall be one (1) at twenty and six-tenths (20.6) feet in length and eight (8) feet in width located along East Ontario Street, one (1) at eighteen and four-tenths (18.4) feet in length and six (6) feet in width located along North Rush Street and one (1) at fourteen and eight-tenths (14.8) feet in length and six (6) feet located along North Rush Street. Each canopy shall be twelve (12) 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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.

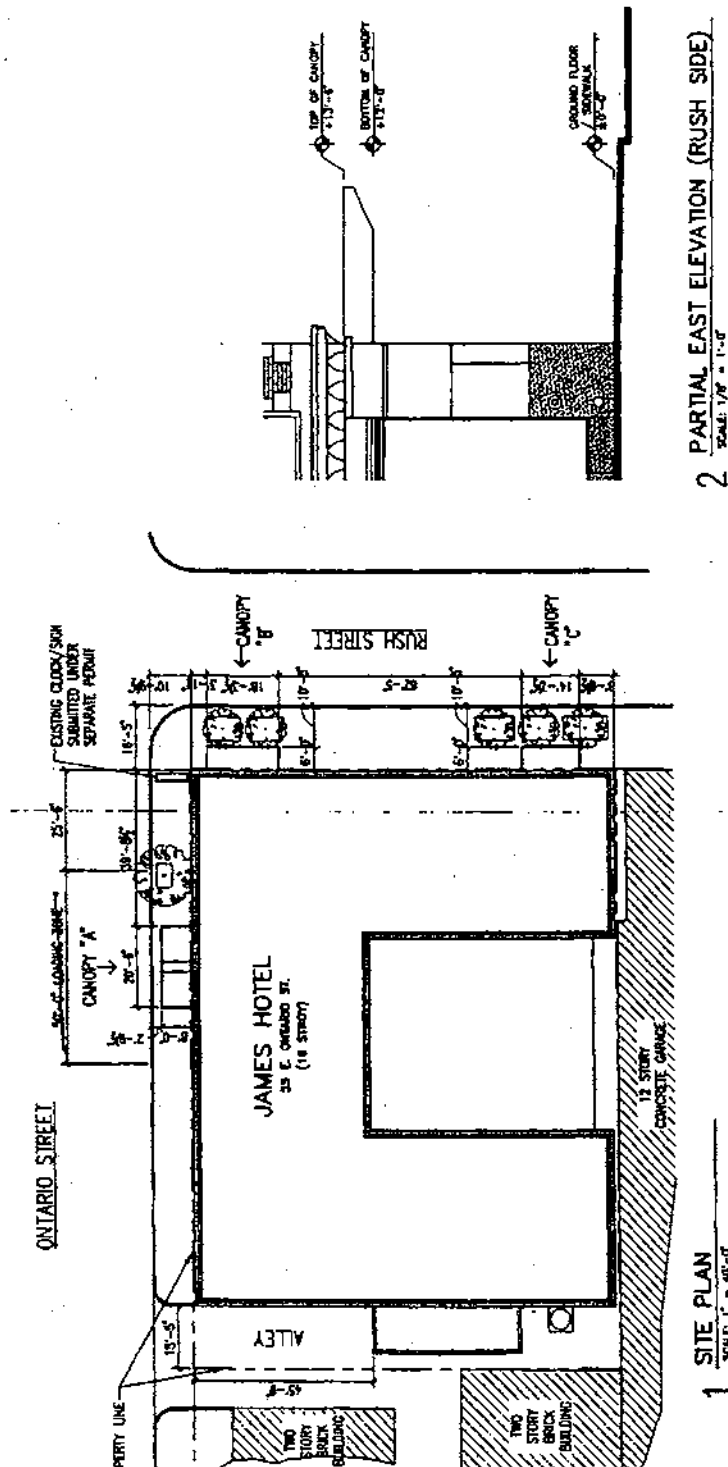
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048393 herein granted the sum of One Thousand One Hundred Thirty-five and no/100 Dollars (\$1,135.00) per annum, in advance.

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 71806 of this *Journal*.]

Ordinance associated with this drawing printed
on page 71805 of this *Journal*.



Jesus Garcia Insurance Agency.

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

SECTION 1. Permission and authority are hereby given and granted to Jesus Garcia Insurance Agency, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over public right-of-way adjacent to its premises known as 4115 West 47th Street. Said sign shall be six (6) feet in length, three (3) feet in width and ten (10) feet in height 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047734 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 71808 of this *Journal*.]

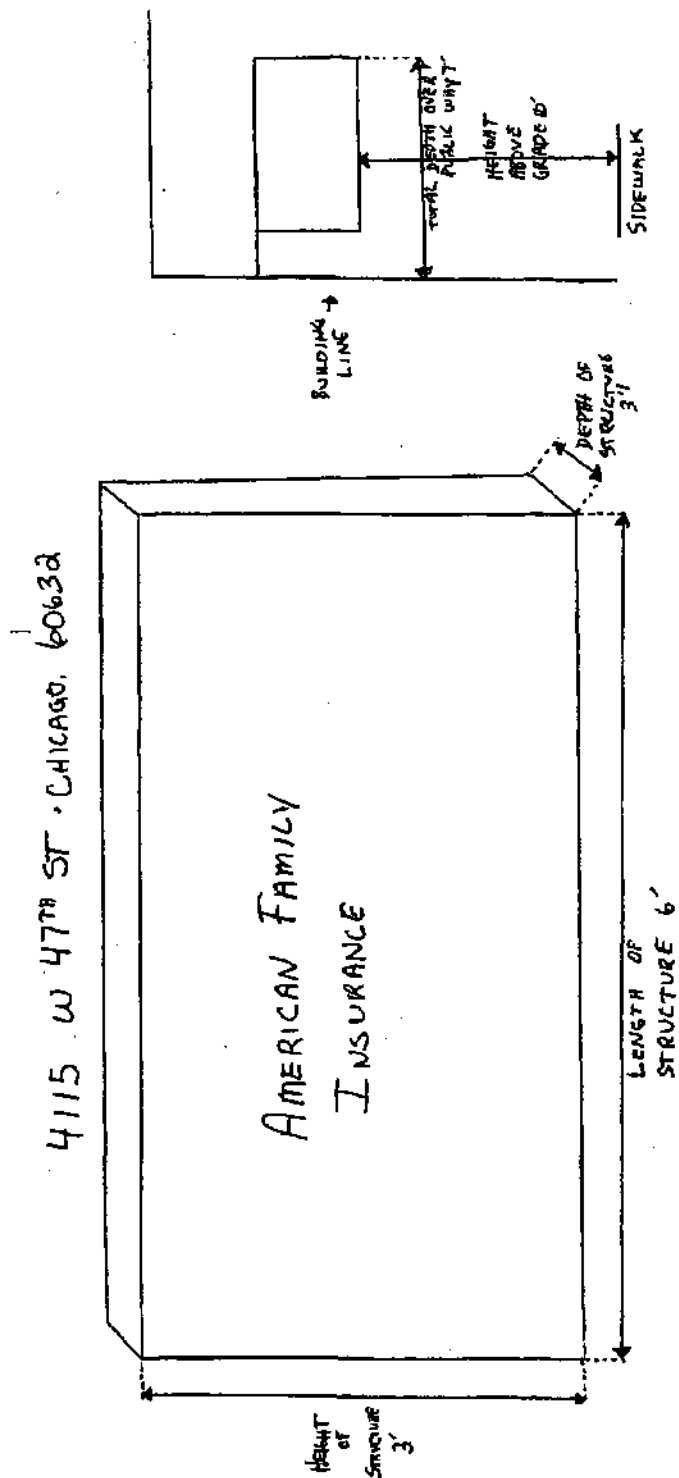
Johnson Publishing Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Johnson Publishing Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) manhole on the public right-of-way adjacent to its premises known as 61 East 8th Street. Said manhole

(Continued on page 71809)

Ordinance associated with this drawing printed
on page 71807 of this *Journal*.



(Continued from page 71807)

shall service the Johnson Publishing Company parking garage and measure thirty-six (36) inches in diameter. Said manhole shall be installed on the East 8th Street side of the premises. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046233 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 September 27, 2005.

[Drawing referred to in this ordinance printed
on page 71810 of this *Journal*.]

Mr. John W. Jordan II.

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

SECTION 1. Permission and authority are hereby given and granted to John W. Jordan II, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) fence on the public right-of-way adjacent to its premises known as 3 West Burton Place. Said ornamental fence shall be constructed of wrought iron and shall measure fifty-two (52) feet in length, one and five-tenths (1.5) feet in depth and one and five-tenths (1.5) feet in height for a total of seventy-eight (78) square feet located along North State 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. Grantee must

(Continued on page 71811)

(Continued from page 71809)

allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations of the Department of Transportation. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047533 herein granted the sum of Seven Hundred Forty-seven and no/100 Dollars (\$747.00) 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 71812 of this *Journal*.]

*LaSalle National Bank, Under Trust 111921/
BPRS Chestnut Venture.*

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

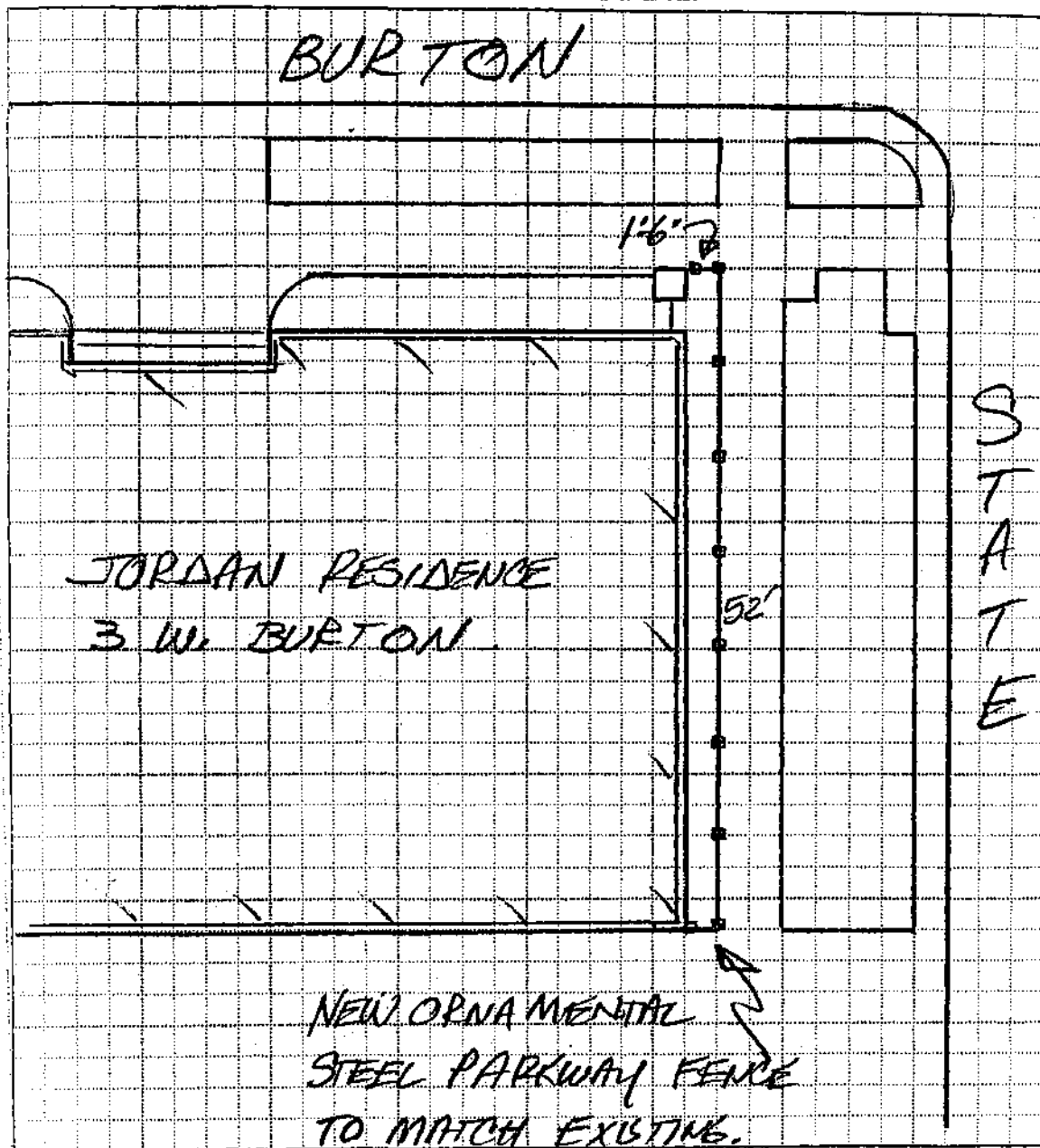
SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, Under Trust 111921/BPRS Chestnut Venture, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, two (2) curb cuts, two (2) islands, three (3) sidewalks and one (1) attendant's booth on the public right-of-way adjacent to its premises known as 361 West Chestnut Street. Said public way encroachments shall be described as follows:

Curb Cut 1.

Shall measure twenty-four (24) feet in length and twenty-two (22) feet in width for a total area of five hundred twenty-eight (528) square feet.

(Continued on page 71813)

Ordinance associated with this drawing printed on
pages 71809 through 71811 of this *Journal*.



(Continued from page 71811)

Curb Cut 2.

Shall measure twenty-four (24) feet in length and five (5) feet in width for a total area of one hundred twenty (120) square feet.

Island 1.

Shall measure eighteen (18) feet in length and five (5) feet in width for a total area of ninety (90) square feet.

Island 2.

With attendant's booth shall measure twenty-five (25) feet in length and five (5) feet in width for a total area of one hundred twenty (120) square feet.

Sidewalk 1.

Shall measure forty-five (45) feet in length and eight (8) feet in width for a total area of three hundred sixty (360) square feet.

Sidewalk 2.

Shall measure forty-five (45) feet in length and five (5) feet in width for a total area of two hundred twenty-five (225) square feet.

Sidewalk 3.

Shall measure twenty-seven (27) feet in length and five (5) feet in width for a total area of one hundred thirty-five (135) square feet.

Public way encroachments have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046560 herein granted the sum of Four Thousand Three Hundred Six and no/100 Dollars (\$4,306.00) 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 25, 2005.

[Drawings referred to in this ordinance printed on
pages 71815 through 71817 of this *Journal*.]

Lexa's Creative Floral Designs Inc.

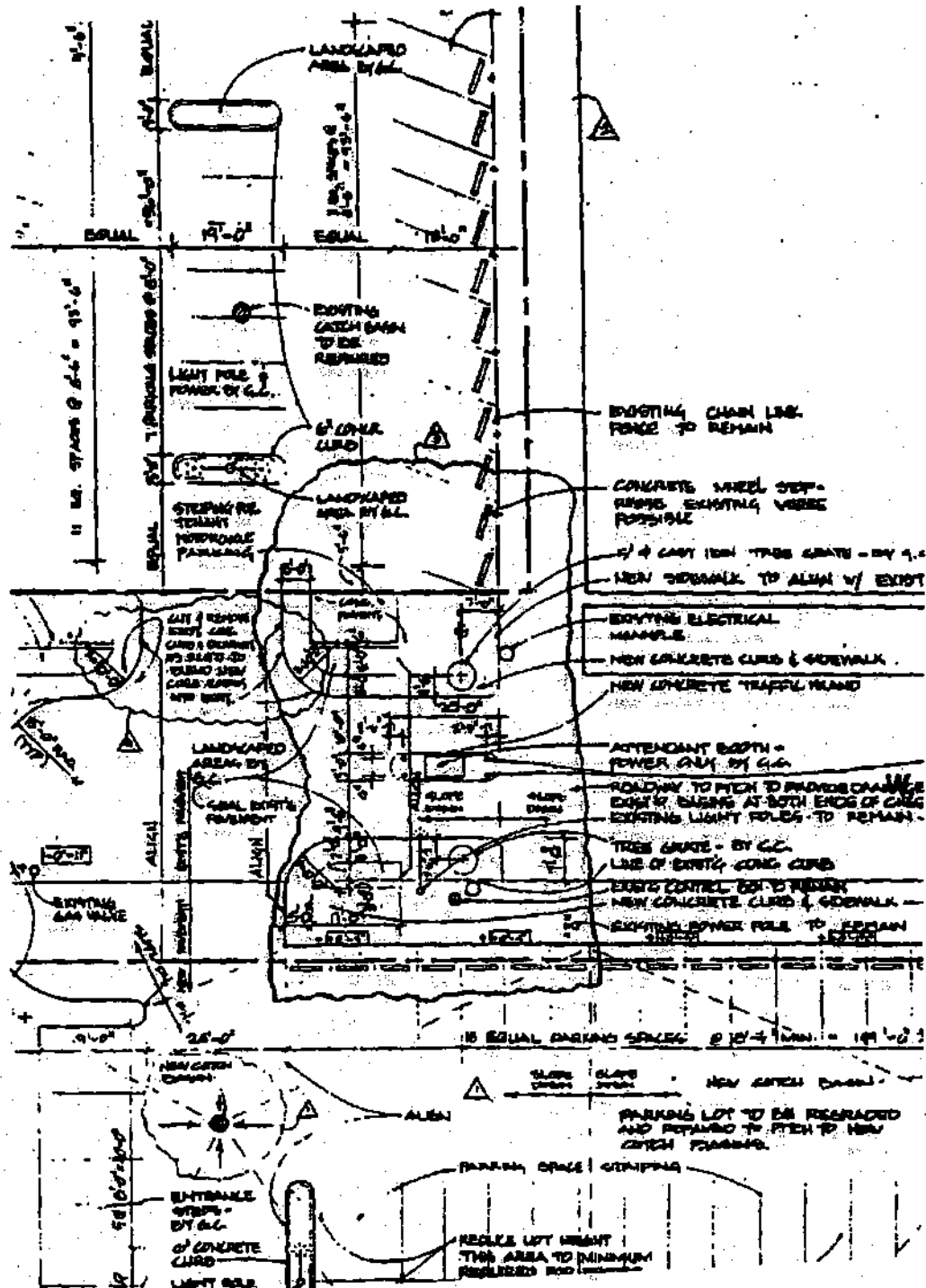
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lexa's Creative Floral Design Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use seven (7) planters projecting over the public right-of-way for beautification purposes adjacent to its premises known as 4433 North Elston Avenue. Said planters shall be attached to the building and shall be described as six (6) pot type planters measuring two (2) feet in length, one (1) foot in depth and five (5) feet in height and one (1) box type planter measuring four (4) feet in length, one (1) foot in width and one (1) foot in height for a total of sixteen (16) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation.

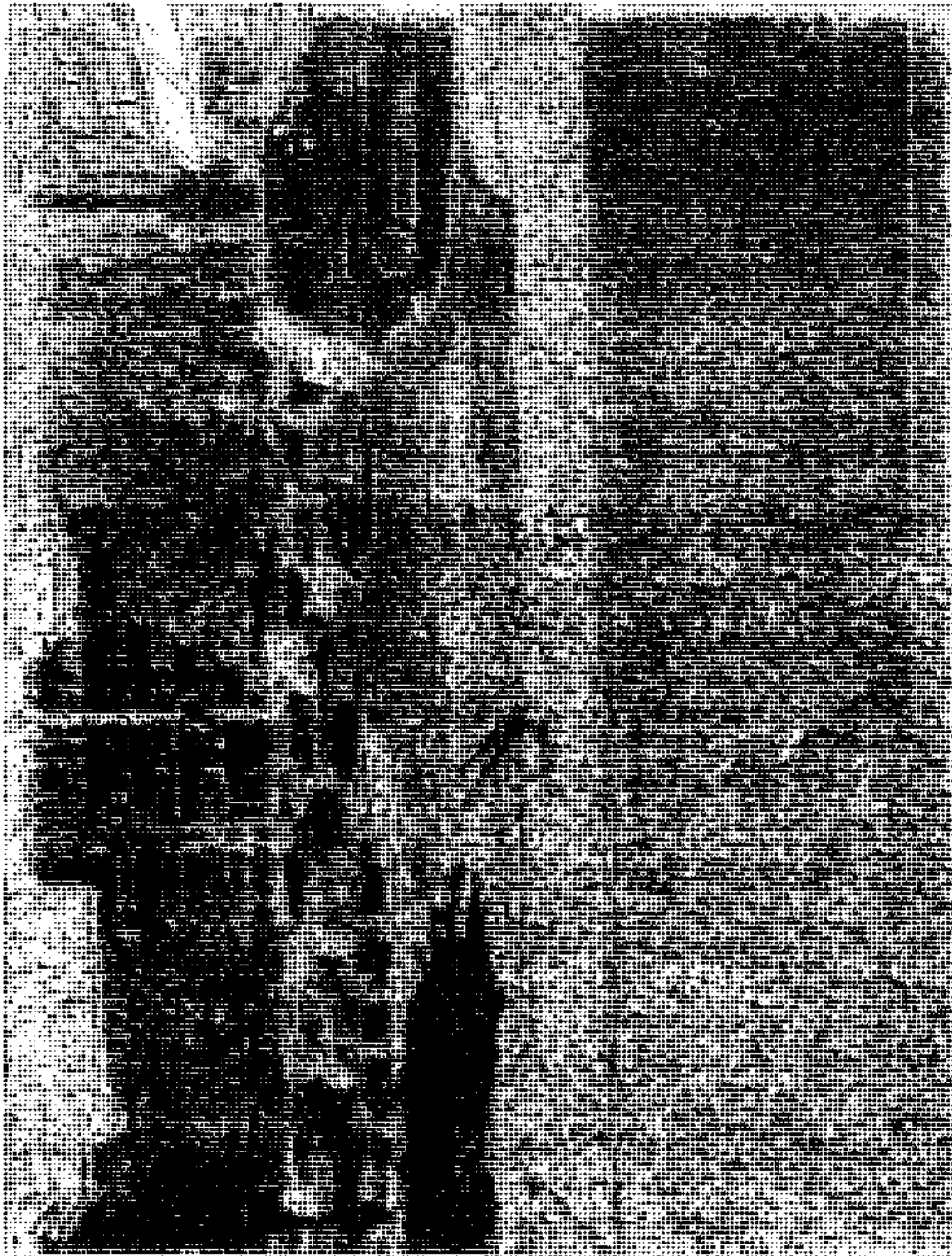
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 71818)

Ordinance associated with this drawing printed on
pages 71811 through 71814 of this Journal.

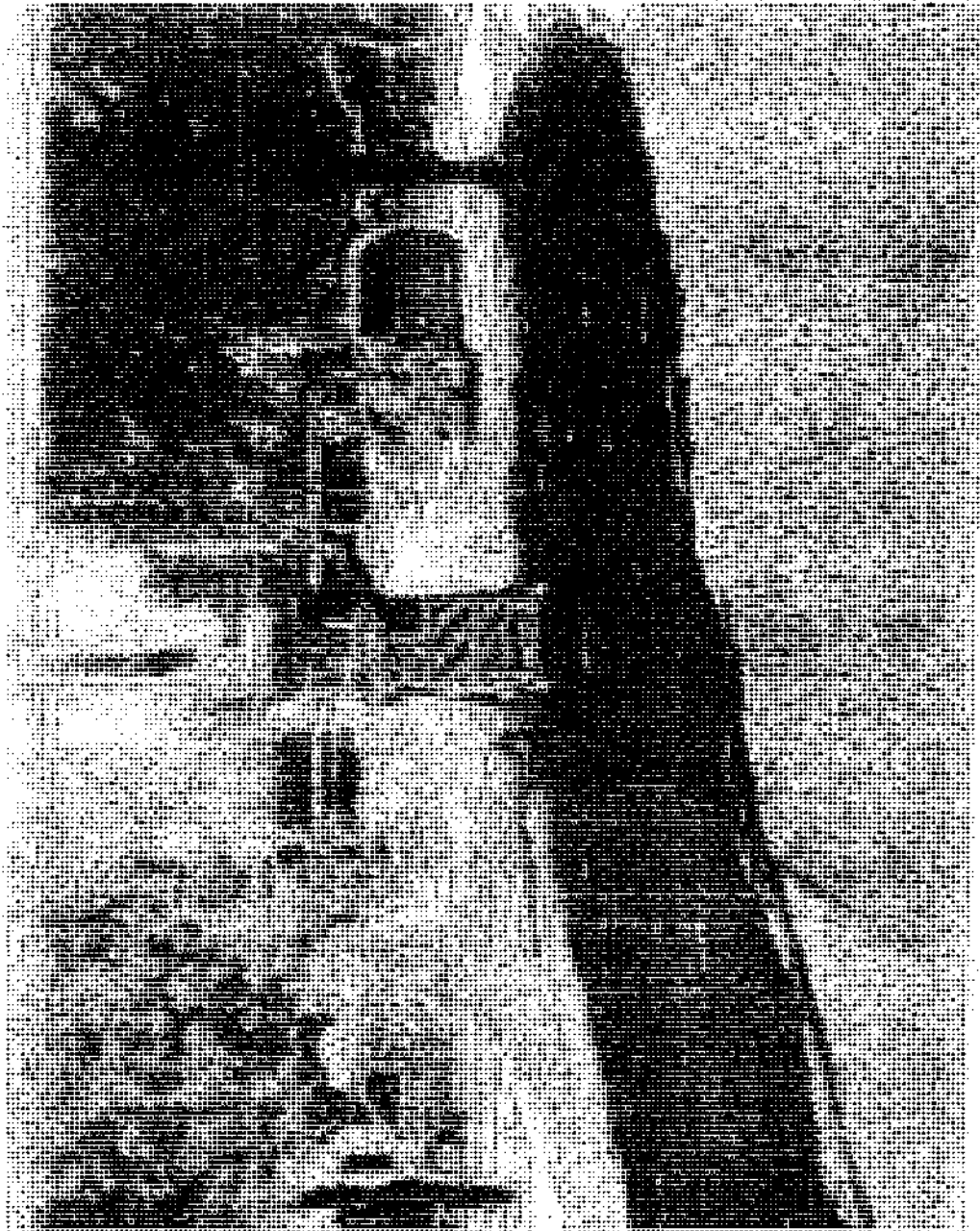


Ordinance associated with this drawing printed on
pages 71811 through 71814 of this *Journal*.



OK 32. 1000 1000 1000 1000

Ordinance associated with this drawing printed on
pages 71811 through 71814 of this *Journal*.



(Continued from page 71814)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047213 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 71819 of this *Journal*.]

MCL CDC P21 L.L.C.
(Landscaping)

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

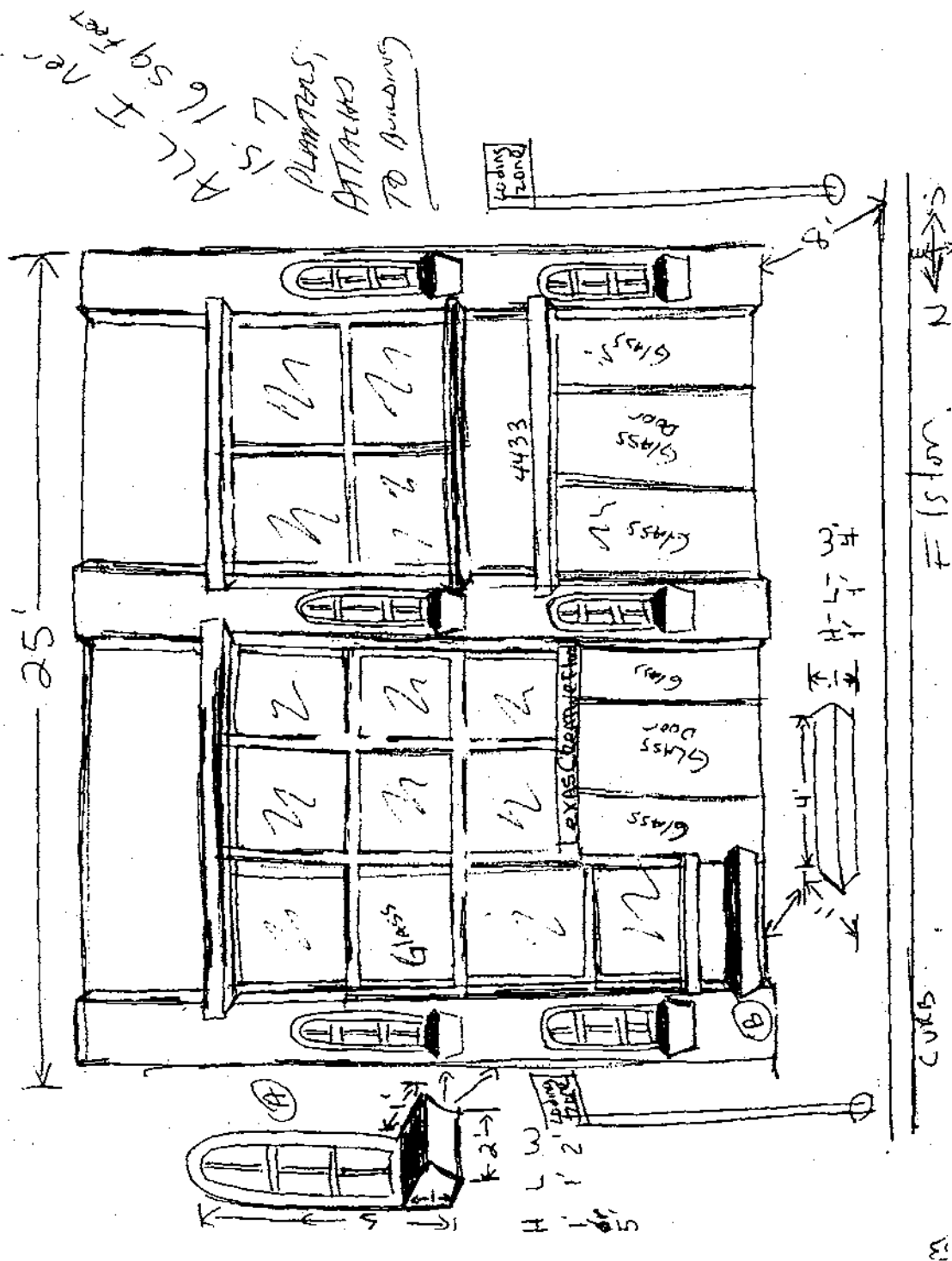
SECTION 1. Permission and authority are hereby given and granted to MCL CDC P21 L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 505 North McClurg Court. Said landscaping shall include twenty-nine (29) trees plus miscellaneous plant material in multiple curbed and non-curbed planter beds. Landscaping shall span along East Grand Avenue, North Peshtigo Court, East Illinois Street and North McClurg Court. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Landscaping shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1048248 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

(Continued on page 71820)

Ordinance associated with this drawing printed on
pages 71814 through 71818 of this Journal.



(Continued from page 71818)

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 71821 of this *Journal*.]

MCL CDC P21 L.L.C.
(Structural Canopy)

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

SECTION 1. Permission and authority are hereby given and granted to MCL CDC P21 L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural canopy projecting over the public right-of-way adjacent to its premises known as 505 North McClurg Court. Said structural canopy shall be fifty-two and five-tenths (52.5) feet in length and three (3) feet in width for a total of one hundred fifty-seven and five-tenths (157.5) square feet. Structural canopy shall be approximately sixteen (16) feet above grade. Structural canopy shall be located at the entrance along North McClurg Court. Structural canopy shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

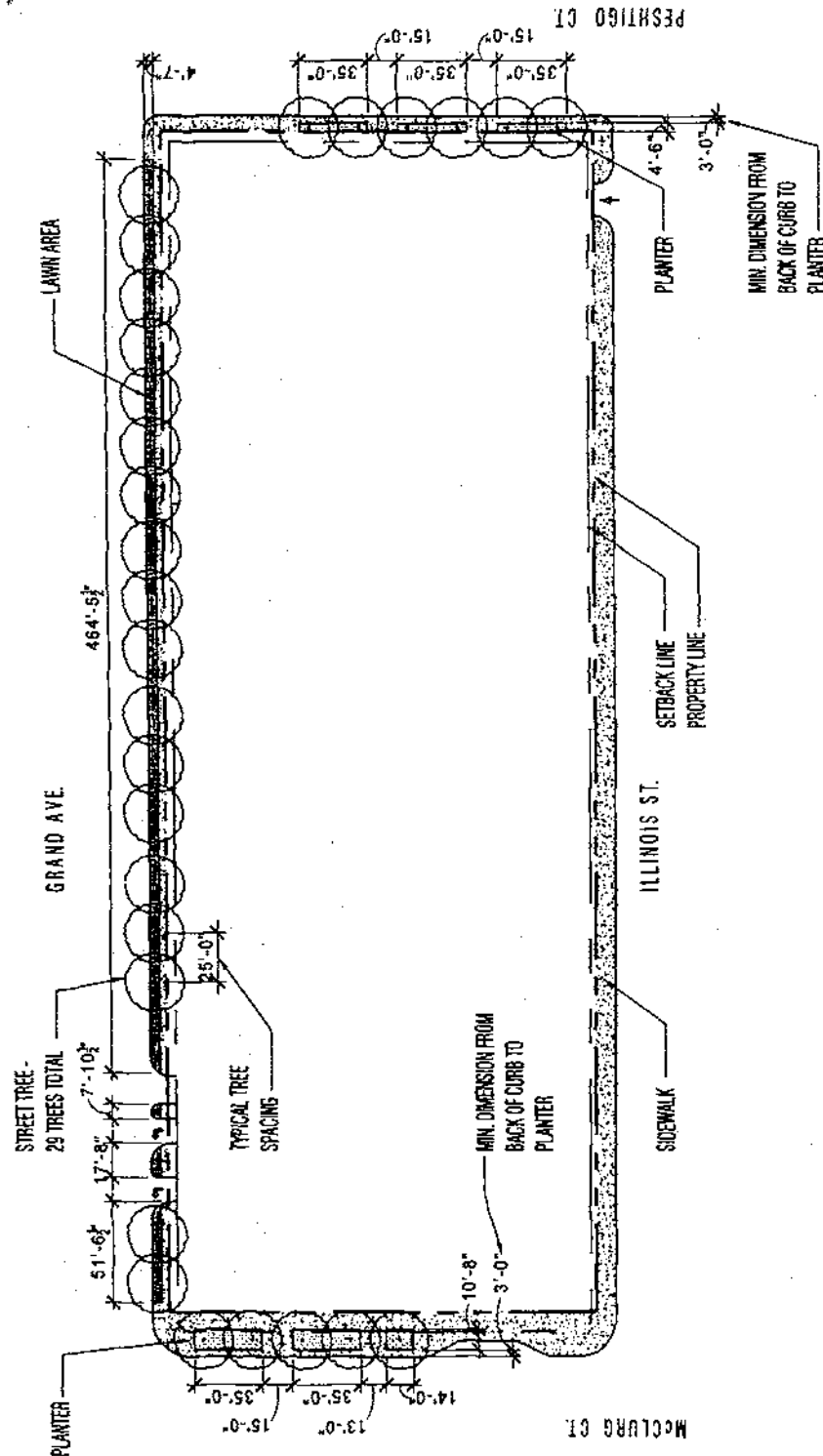
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048010 herein granted the sum of Four Hundred Eighty-four and no/100 Dollars (\$484.00) per annum, in advance.

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 71822 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 71818 through 71820 of this *Journal*.



SCB

PROJECT NAME: PARKVIEW HIGH-RISE RESIDENTIAL DEVELOPMENT DATE: 01-10-06

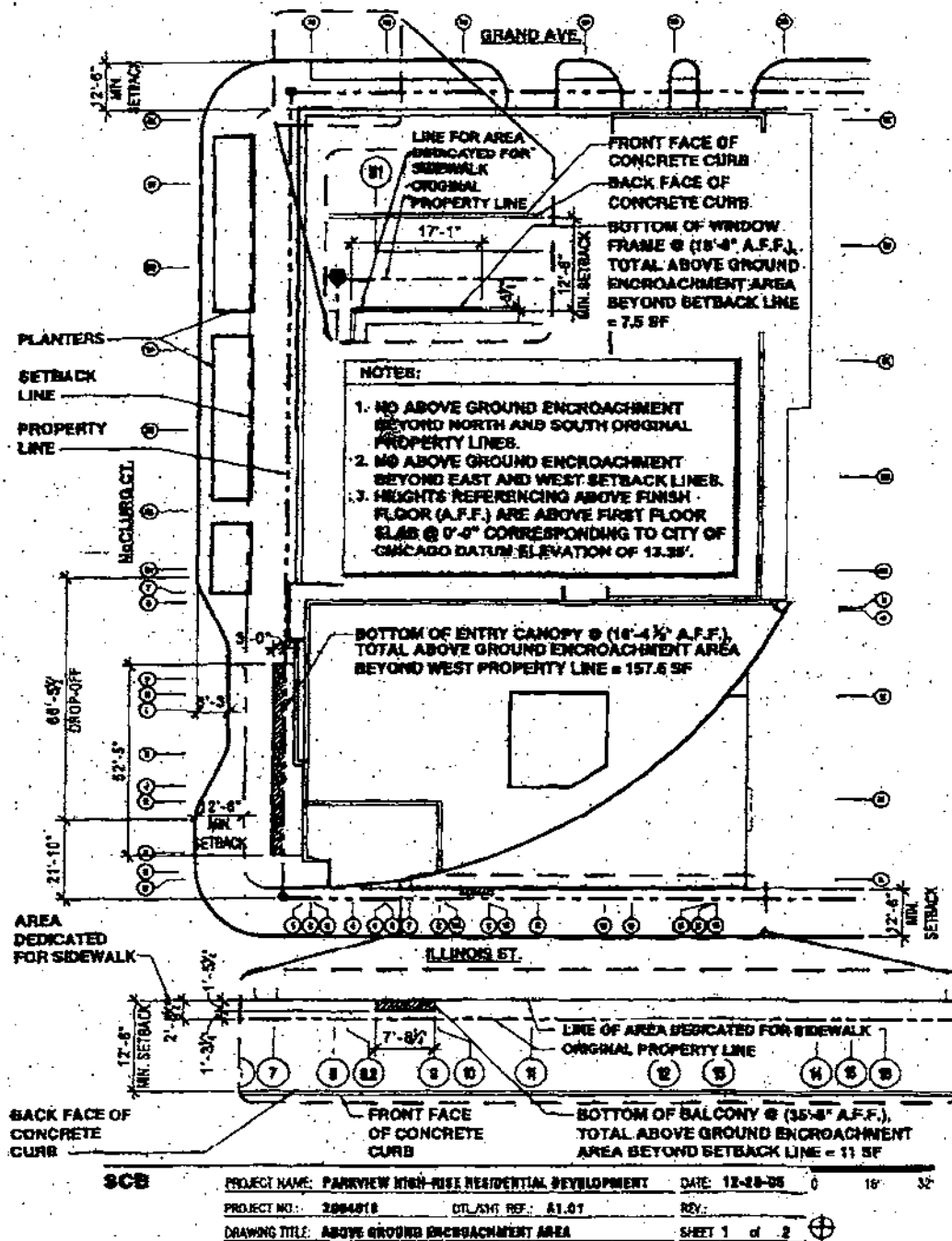
PROJECT NO.: 2004018 DTL_SHT. REF.: A2.01 REV:

DRAWING TITLE: SIDEWALK DIAGRAM

Architecture Planning Interior Design 625 North Michigan Avenue Chicago, Illinois 60611 tel 312.898.1100 fax 312.896.1200

© 2005 SCO & Assoc., Inc.

Ordinance associated with this drawing printed
on page 71820 of this *Journal*.



North American Home Building Company.

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

SECTION 1. Permission and authority are hereby given and granted to North American Home Building Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use as one (1) grease separator in the public right-of-way adjacent to its premises known as 1645 West Ogden Avenue. Said grease separator shall be ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. Top profile of said grease separator shall be five (5) feet east of existing property line along West Ogden 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046002 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 71824 of this *Journal*.]

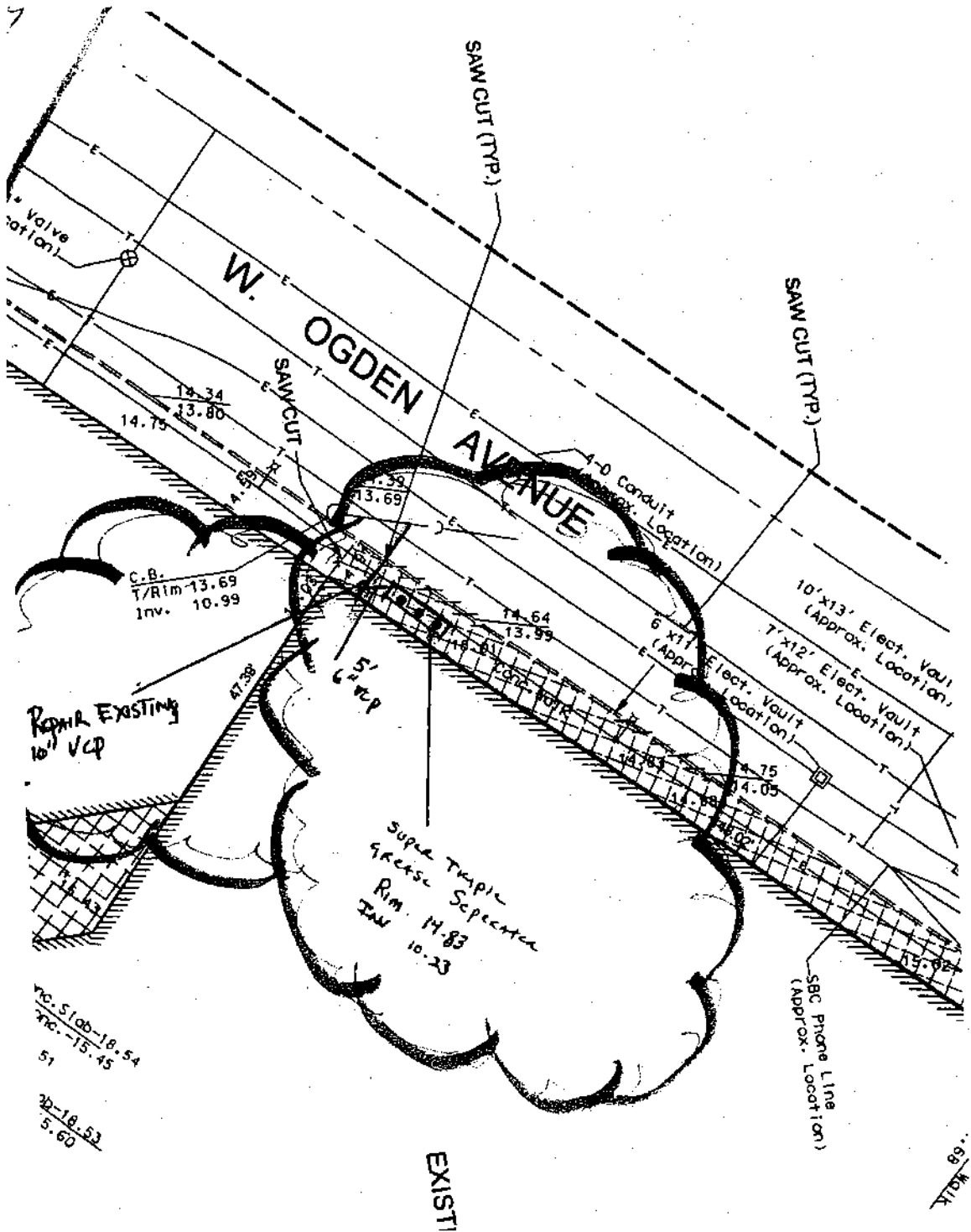
Northwest Highway Partners.

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

SECTION 1. Permission and authority are hereby given and granted to Northwest Highway Partners, upon the terms and subject to the conditions of this

(Continued on page 71825)

Ordinance associated with this drawing printed
on page 71823 of this *Journal*.



(Continued from page 71823)

ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6650 North Northwest Highway. Said sign shall be eight and four-tenths (8.4) feet in length, three and eight-tenths (3.8) feet in height and fourteen (14) 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048155 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 71826 of this *Journal*.]

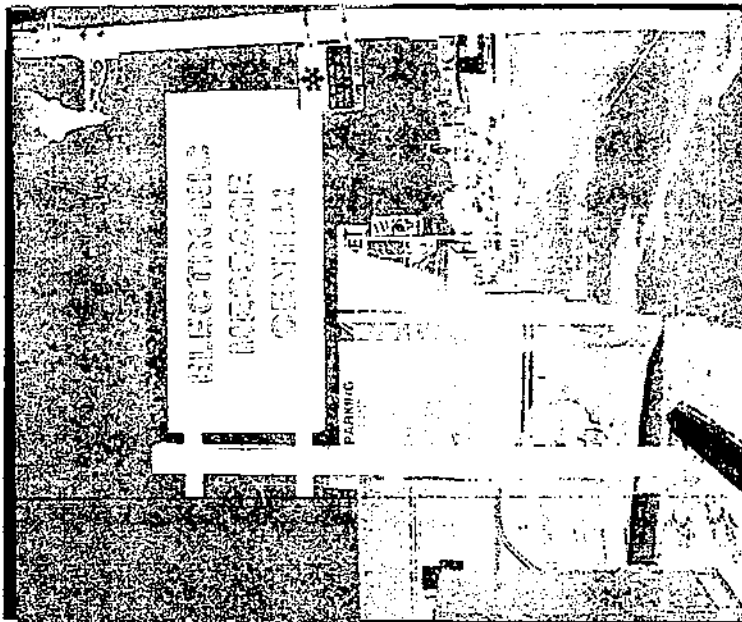
Orange Blue, L.L.C.

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

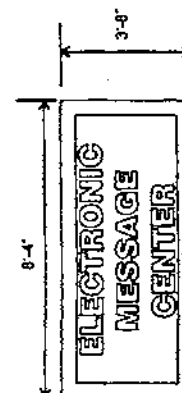
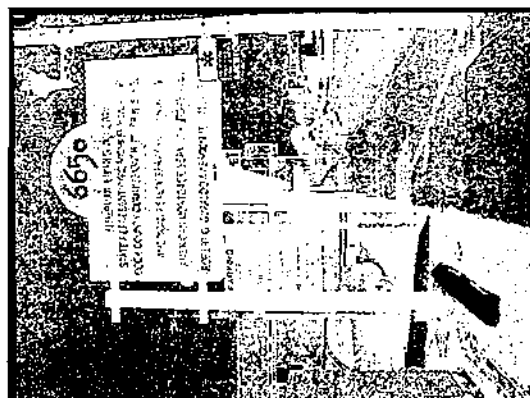
SECTION 1. Permission and authority are hereby given and granted to Orange Blue, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planter boxes in the public right-of-way adjacent to its premises known as 160 East Illinois Street. Said planter boxes shall measure one (1) at ten (10) feet, six (6) inches in length, six (6) feet in width and one

(Continued on page 71827)

Ordinance associated with this drawing printed on
pages 71823 through 71825 of this *Journal*.



Electronic message center



Approved By _____
Printed Name _____
Date _____

P3 7/22/05
TS

AMERICAN REALTY
6650 N Northwest Hwy
Chicago

1830 N. 32nd Ave.
Stone Park, IL 60165
708-343-7446
Fax 708-343-9878

**SURE
LIGHT
SIGN
CO**

(Continued from page 71825)

(1) foot, six (6) inches in height, two (2) at seven (7) feet, eleven (11) inches in length, six (6) feet in width and one (1) foot, six (6) inches in height and one (1) at ten (10) feet, seven (7) inches in length, six (6) feet in width and one (1) foot, six (6) inches in height. Said planter boxes shall be located along North St. Clair Street and shall occupy a total of two hundred twenty-one (221) square feet of public way. 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. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047355 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 71828 of this *Journal*.]

Mr. Sherwin Packer.

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

SECTION 1. Permission and authority are hereby given and granted to Sherwin Packer, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, concrete brick pavers on the public right-of-way adjacent to its premises known as 5309 North Winthrop Avenue. Said concrete

(Continued on page 71829)

(Continued from page 71827)

brick pavers shall occupy space of eighty-five (85) feet in length and ten (10) feet in width for a total of eight hundred fifty (850) square feet. Concrete brick pavers shall be located on the corner of North Winthrop Avenue and West Berwyn Avenue. Concrete brick pavers shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1047105 herein granted the sum of Five Hundred Nine and no/100 Dollars (\$509.00) 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 November 15, 2005.

[Drawing referred to in this ordinance printed
on page 71830 of this *Journal*.]

*President -- 73 & 75 East 16th Street
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 President -- 73 & 75 East 16th Street Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one

(Continued on page 71831)

Ordinance associated with this drawing printed on
pages 71827 through 71829 of this *Journal*.



(Continued from page 71829)

(1) bay window projecting over the public right-of-way adjacent to its premises known as 75 East 16th Street. Said bay window shall be fourteen (14) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet. Bay window has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1046143 herein granted the sum of Fifty and no/100 Dollars (\$500.00) 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 September 27, 2005.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Principal Life Insurance Company.

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

SECTION 1. Permission and authority are hereby given and granted to Principal Life Insurance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) areas of occupation of space under the public-of-way adjacent to its premises known as 913 -- 949 West North Avenue. Said occupation of space shall be used for (2) areaways located directly beneath the walkway. One (1) of these areaways will be used by Commonwealth Edison for mechanical equipment and measure fifteen (15) feet in length and eleven (11) feet in width along North Sheffield Avenue. The other will be used for a water pump and meter along North Sheffield Avenue and shall measure sixteen (16) feet in length and eleven (11) feet in width. The top of these walkways will be at the sidewalk level and covered over by a metal grille for air intake and access purposes. The location

of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047356 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 November 1, 2005.

[Drawing referred to in this ordinance printed
on page 71833 of this *Journal*.]

Randolph Parking L.L.C.

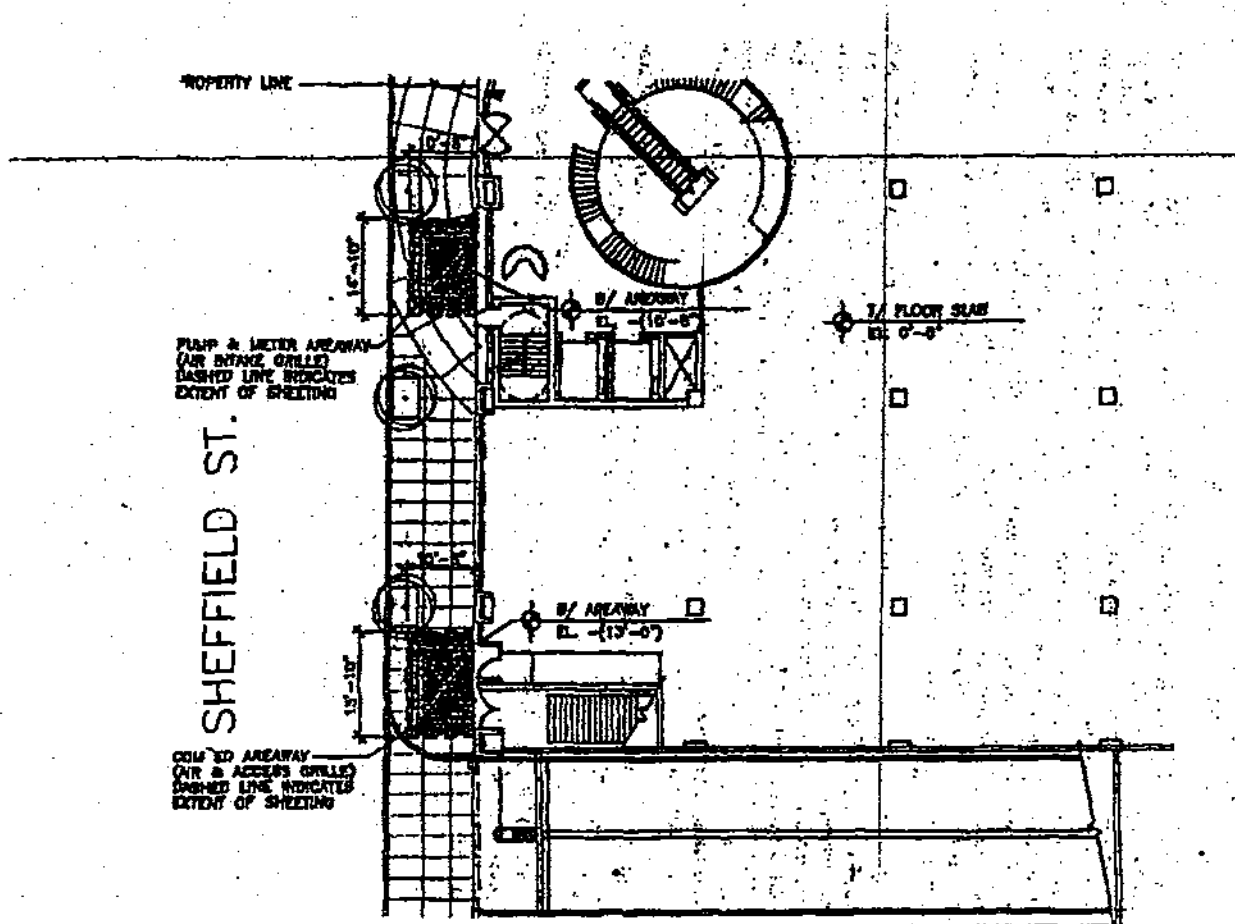
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Randolph Parking L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an elevator on the public right-of-way adjacent to its premises known as 376 East Randolph Street. Said elevator shall measure ten (10) feet, four (4) inches in length and five (5) feet, three (3) inches in width. Elevator shall have a height of nine (9) feet, five (5) inches and be located on the northwest corner of upper East Randolph Street and North Field Boulevard. Said elevator shall operate from upper East Randolph Street to lower East Randolph Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 71834)

Ordinance associated with this drawing printed on
pages 71831 through 71832 of this *Journal*.



(Continued from page 71832)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048003 herein granted the sum of One Thousand One Hundred Ninety-nine and no/100 Dollars (\$1,199.00) 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 71835 of this *Journal*.]

The Residence Of 41 East 8th.

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

SECTION 1. Permission and authority are hereby given and granted to The Residence of 41 East 8th, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, caisson bells under the public right-of-way adjacent to its premises known as 41 East 8th Street foundation caisson bells shall be located under the public way along along East 8th Street. Caisson bells have been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047838 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.

(Continued on page 71836)

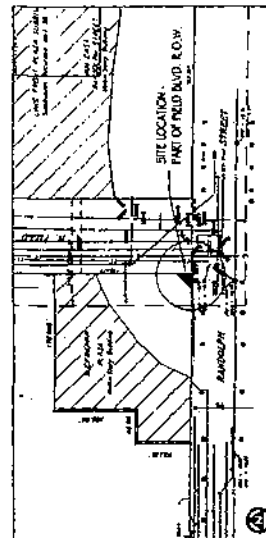
Ordinance associated with this drawing printed on
pages 71832 through 71834 of this *Journal*.

DOOR SCHEDULE					TYPE	
DOOR DESCRIPTION	DOOR	FRAME	GLASS	FINISH	TYPE	TYPE
DOOR 1: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW
DOOR 2: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW

ROOM FINISH SCHEDULE					TYPE	
ROOM NAME	ROOM	FRAME	GLASS	FINISH	TYPE	TYPE
ROOM 1: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW
ROOM 2: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW

ELEVATOR FINISHES					TYPE	
ELEVATOR	FRAME	GLASS	FINISH	TYPE	TYPE	TYPE
ELEVATOR 1: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW
ELEVATOR 2: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW

WALL TYPE SCHEDULE					TYPE	
WALL TYPE	FRAME	GLASS	FINISH	TYPE	TYPE	TYPE
WALL 1: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW
WALL 2: 10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW	10'0" x 7'0" SW



RANDOLPH ST. ELEVATOR
378 E RANDOLPH ST.
CHICAGO, ILLINOIS 60607

DEVELOPED BY
MGA MANAGEMENT SERVICES

OLYMPIA CENTRE
737 N. MICHIGAN AVE., SUITE 2350
CHICAGO, ILLINOIS 60611

ARCHITECT
LOEWENBERG + ASSOCIATES, INC.
1115 N. LAKE STREET, SUITE 200
CHICAGO, ILLINOIS 60610

STRUCTURAL ENGINEER
CHRIS P. STEFANOS ASSOCIATES, INC.
1115 N. LAKE STREET, SUITE 200
CHICAGO, ILLINOIS 60610

ELECTRICAL/MECHANICAL ENGINEER
DYANE ELECTRIC CO.
1115 N. LAKE STREET, SUITE 200
CHICAGO, ILLINOIS 60610

GENERAL CONTRACTOR
JAMES MICHUGN CONSTRUCTION CO.
1115 N. LAKE STREET, SUITE 200
CHICAGO, ILLINOIS 60610

DATE: JAN 17, 2005
BY: JAY N. PAKS
FOR: MICHUGN CONSTRUCTION CO.

DRAWING INDEX	
ARCHITECTURAL	
1.00	GENERAL NOTES
2.00	DOOR SCHEDULE
3.00	ROOM FINISH SCHEDULE
4.00	ELEVATOR FINISHES
5.00	WALL TYPE SCHEDULE
6.00	LOCATION PLAN
7.00	ELECTRICAL
8.00	MECHANICAL

(Continued from page 71834)

Authority herein given and granted for a period of five (5) years from and after November 1, 2005.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Sheridan Plaza Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Sheridan Plaza Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) planter on the public right-of-way adjacent to its premises known as 4607 North Sheridan Road. Said decorative planter shall be six (6) feet in length, six (6) feet in width, two (2) feet, ten (10) inches in depth and three (3) feet in height for a total of thirty-six (36) square feet located on the east sidewalk of North Sheridan Road near the main entrance of the building. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations of the Department of Transportation. Said privileges shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1048123 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 71837 of this *Journal*.]

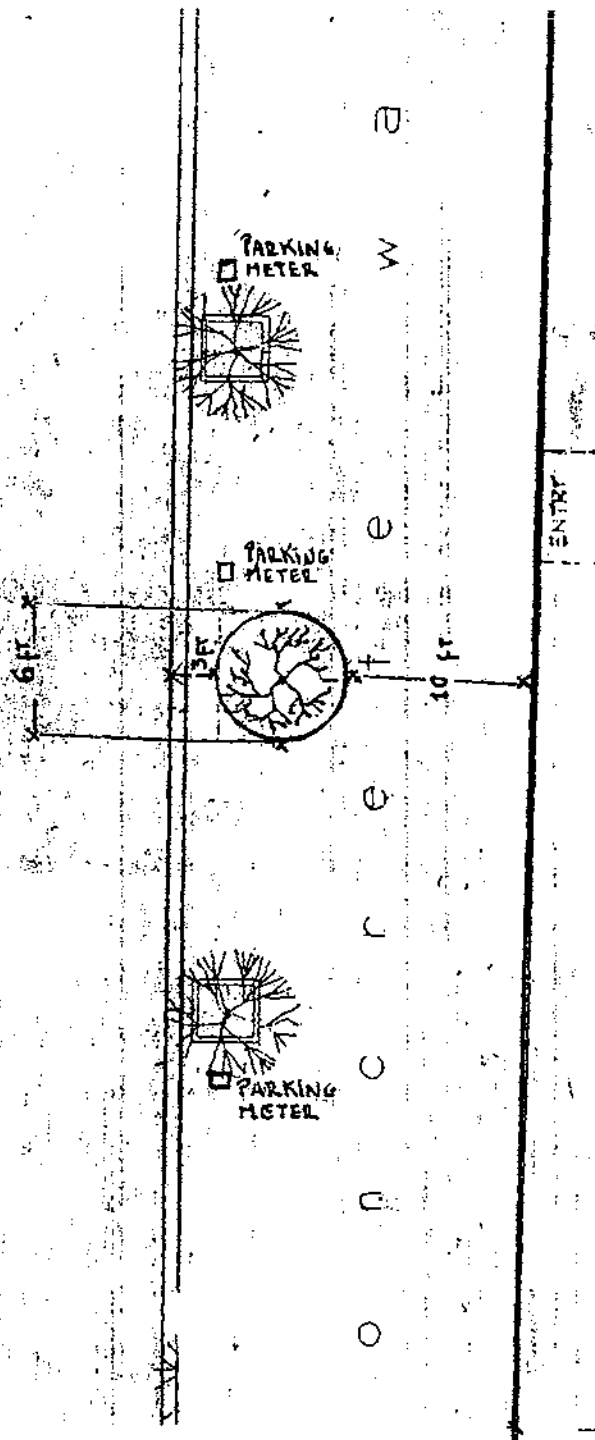
3/1/2006

REPORTS OF COMMITTEES

71837

Ordinance associated with this drawing printed
on page 71836 of this *Journal*.

S H E R I D A N



Sisters Of Saint Casimir Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Sisters of Saint Casimir Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) tunnel adjacent to the premises located at 2601 West Marquette Road. Said tunnel shall contain an eight (8) inch pipe supply line and a three (3) inch return pipe line under and across South Washtenaw Avenue approximately five hundred twenty (520) feet south of the centerline of West Marquette Road, not more than three (3) feet in width nor three (3) 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. Said privilege shall be constructed in accordance with plans specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047725 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 December 28, 2005.

[Drawing referred to in this ordinance printed
on page 71839 of this *Journal*.]

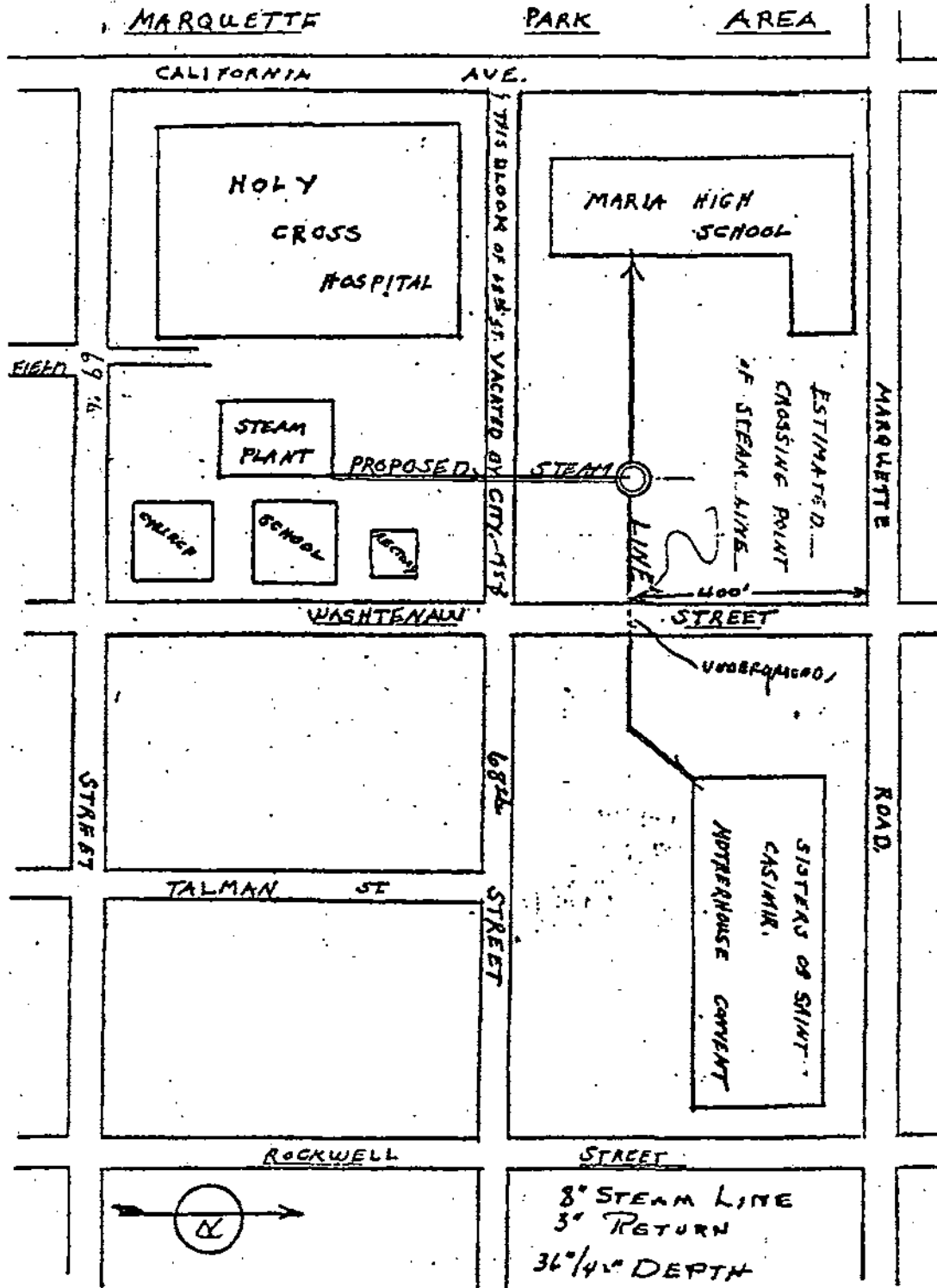
Sixty Nine Sixteenth Street Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Sixty Nine Sixteenth Street Condominium Association, upon the terms and subject to the

(Continued on page 71840)

Ordinance associated with this drawing printed
on page 71838 of this *Journal*.



(Continued from page 71838)

conditions of this ordinance, to maintain and use, as now constructed, one (1) bay window on the public right-of-way adjacent to it premises known as 69 East 16th Street. Said bay window shall be thirteen and five-tenths (13.5) feet in length and one and eight-tenths (1.8) feet in depth. 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1046231 herein granted the sum of Fifty and no/100 Dollars (\$50.00) 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 September 28, 2005.

[Drawing referred to in this ordinance printed
on page 71841 of this *Journal*.]

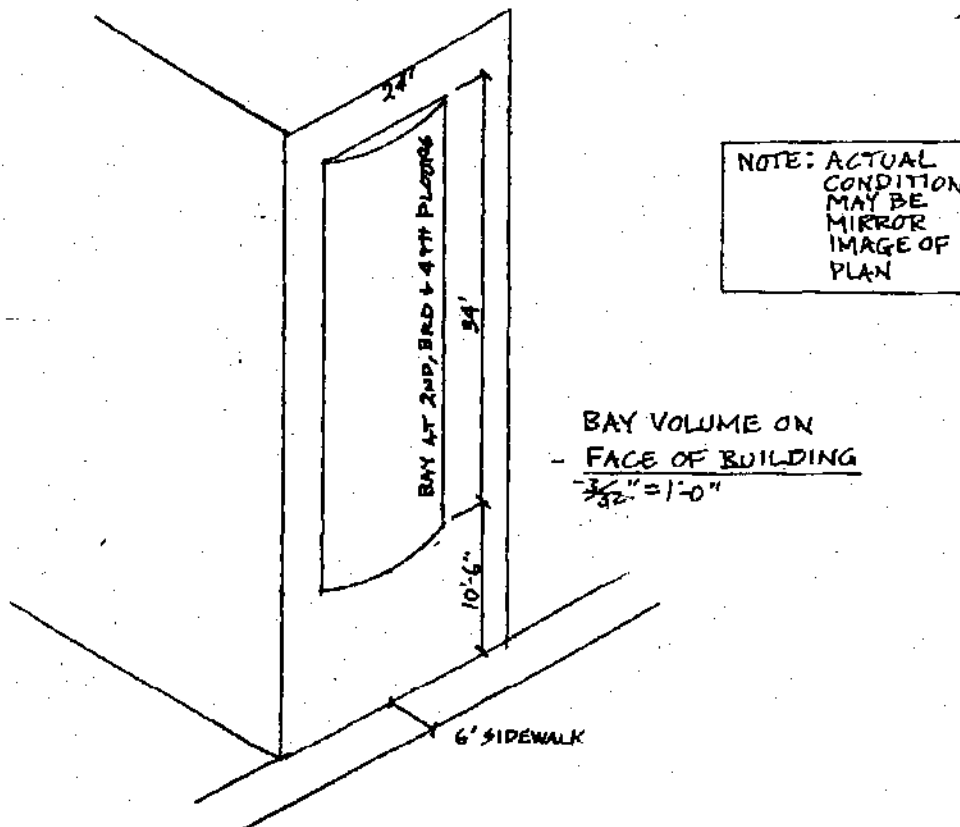
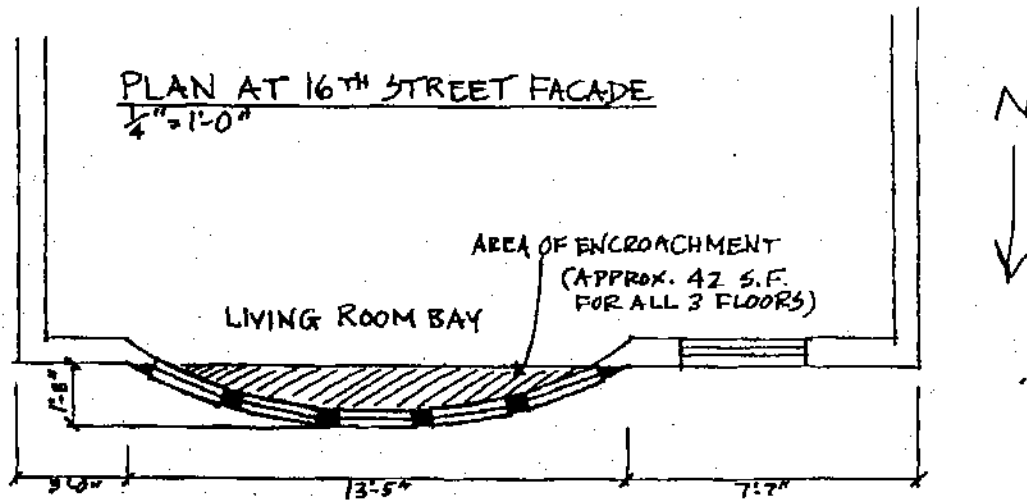
Mr. David Solis.

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

SECTION 1. Permission and authority are hereby given and granted to David Solis, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) balconies projecting over the public right-of-way adjacent to its premises known as 1834 South Ashland Avenue. Said balconies

(Continued on page 71842)

Ordinance associated with this drawing printed on
pages 71838 through 71840 of this *Journal*.



(Continued from page 71840)

shall each measure twelve (12) feet in length and five (5) feet in width for a total of sixty (60) square feet. Balconies shall project over the public way along West 18th Street. Balconies shall be constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1047180 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 71843 of this *Journal*.]

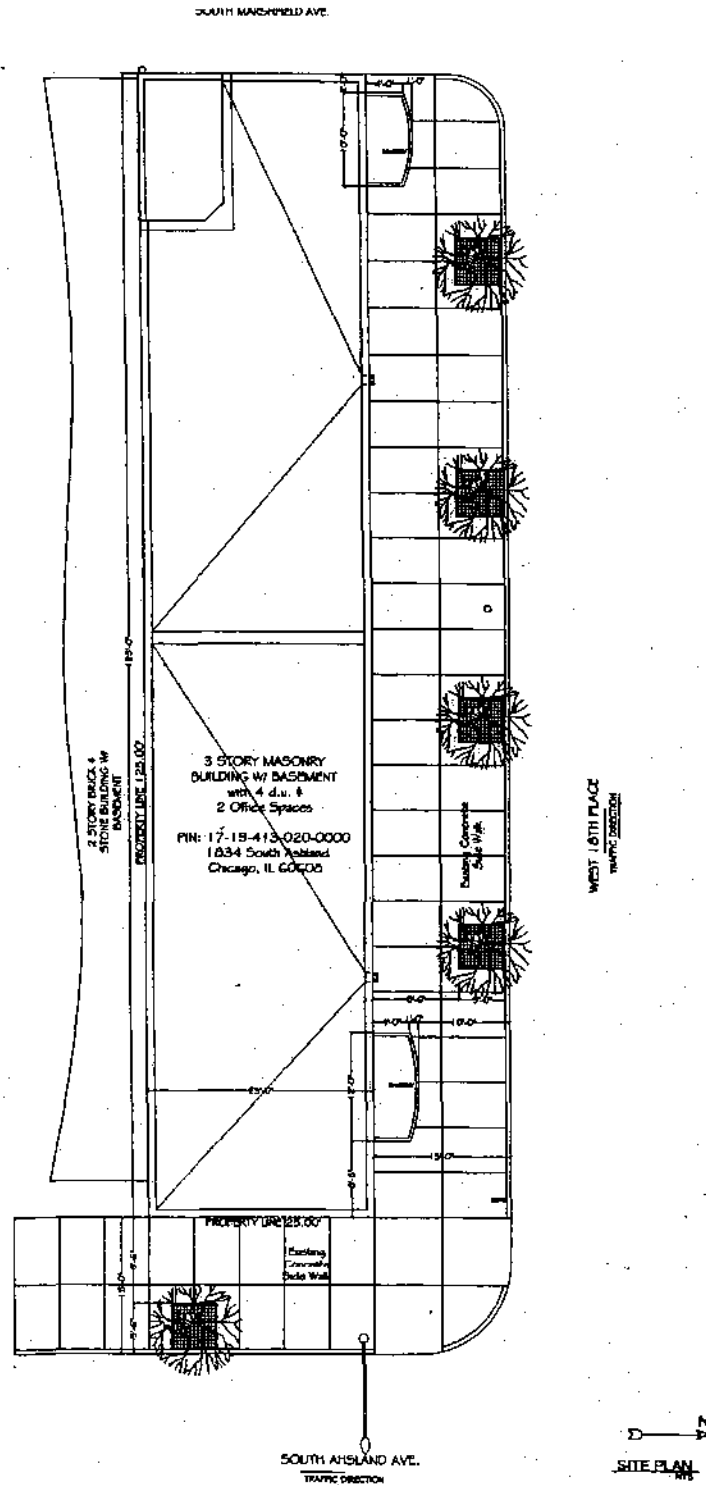
Subway.

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) illuminated sign projecting over the public right-of-way adjacent to its premises known as 1501 West Madison Street. Said sign shall be ten (10) feet in length, two (2) feet, six (6) inches in width and fourteen (14) feet in height 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation.

(Continued on page 71844)

Ordinance associated with this drawing printed on
pages 71840 through 71842 of this *Journal*.



(Continued from page 71842)

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 1047761 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 71845 of this *Journal*.]

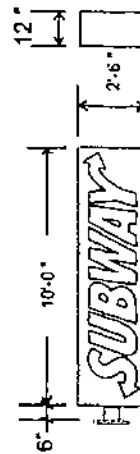
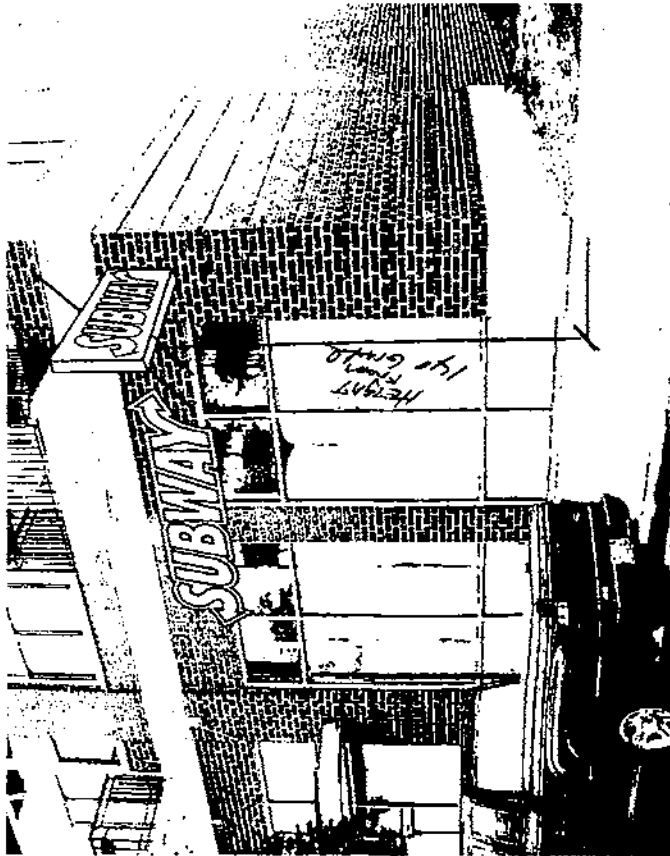
Tag 444 North Michigan L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Tag 444 North Michigan L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, occupation of space on the public right-of-way adjacent to its premises known as 444 North Michigan Avenue. Said occupation of space shall be located on the lower level of North Michigan Avenue. Occupation of space shall consist of a wrought iron fence with an enclosed emergency generator (as required by the Department of Buildings). Said occupation of space shall measure eighty-eight (88) feet in length and thirty-four (34) feet in width. Enclosure of this area of the right-of-way will provide additional security and safety for the occupants of the office building. Occupation of space has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 71846)

Ordinance associated with this drawing printed on
pages 71842 through 71844 of this *Journal*.



Double faced, internally illuminated
projecting (blade sign).

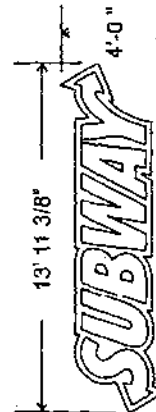
Approved By _____
Printed Name _____
Date _____

P-6
12/2/05
JBB

Individual Channel Letters
Welded Construction
4" returns black
1" rim caps black
Emboss Surround Black
Double Stroke 13mm
6500 White Neon
60ma transformers
9" Raceway Black

SUBWAY

#33320
1501 W Madison
Chicago



1830 N. 32nd Ave.
Stone Park, IL 60165
708-343-7446
Fax 708-343-9878



(Continued from page 71844)

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 1047997 herein granted the sum of Four Thousand Seven Hundred Eighty-seven and no/100 Dollars (\$4,787.00) 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 10, 2006.

[Drawing referred to in this ordinance printed
on page 71847 of this *Journal*.]

VB 1224 Lofts L.L.C.

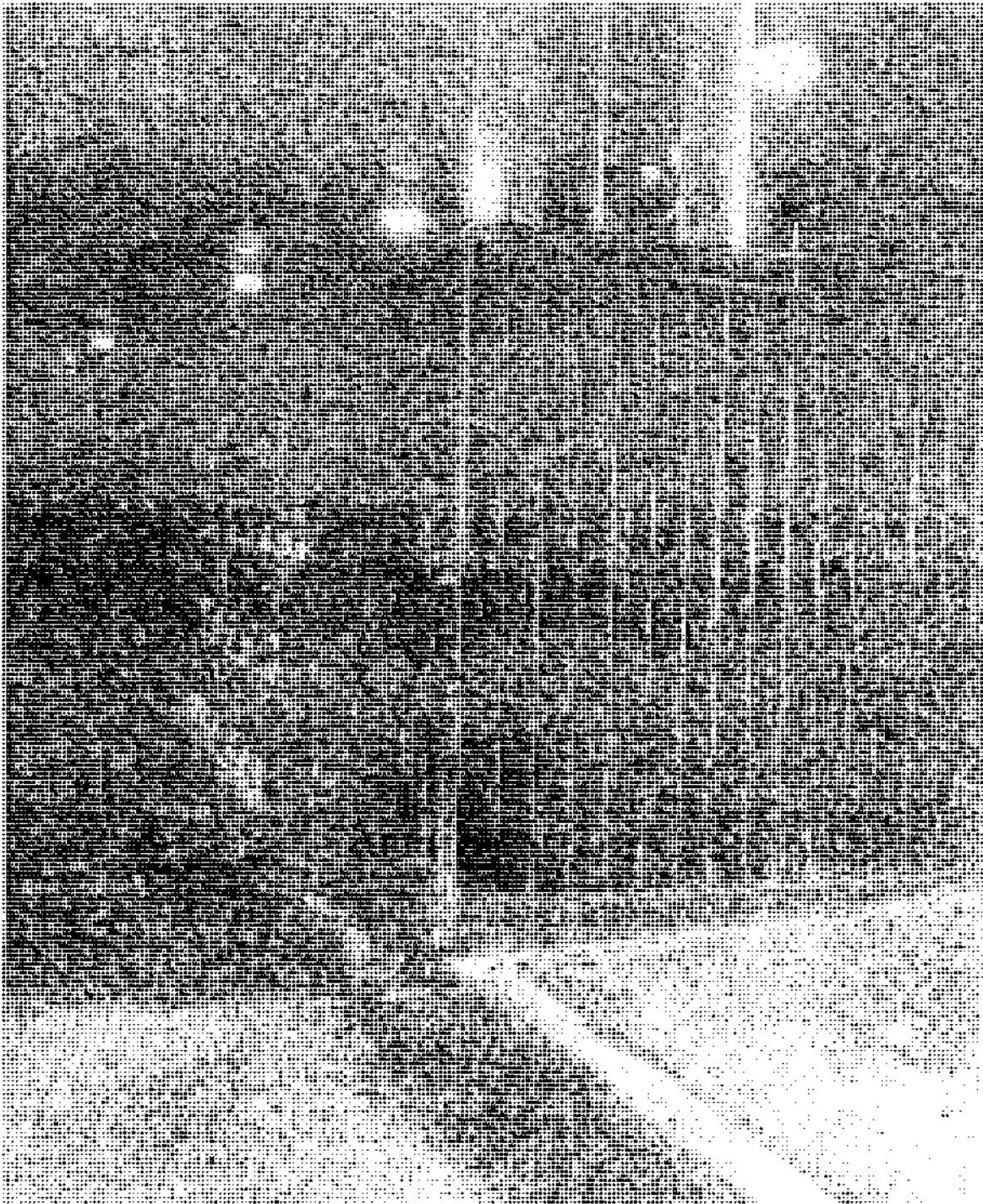
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to VB 1224 Lofts L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) fire escape over the public right-of-way adjacent to its premises known as 1224 West Van Buren Street. Said fire escape shall be an emergency exit and measure twenty (20) feet in length and eight (8) feet in width. Fire escape has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 71848)

Ordinance associated with this drawing printed on
pages 71844 through 71846 of this *Journal*.



(Continued from page 71846)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048331 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 November 15, 2005.

[Drawing referred to in this ordinance printed
on page 71849 of this *Journal*.]

Victor Hotel.

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

SECTION 1. Permission and authority are hereby given and granted to Victor Hotel, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a wind screen on the public right-of-way adjacent to its premises known as 311 North Sangamon Street. Said wind screen shall be fifteen (15) feet in length, five (5) feet in width and have a height of eight (8) feet along North Sangamon Street. Along West Wayman Street, said wind screen shall measure eight (8) feet in length, six (6) feet in width and have a height of ten (10) feet. Said enclosed wind screen shall be located at the entrance to protect clients from inclement weather. 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 1047653 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

(Continued on page 71850)

Ordinance associated with this drawing printed on
pages 71846 through 71848 of this *Journal*.



(Continued from page 71848)

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 71851 of this *Journal*.]

W Chicago City Center.

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

SECTION 1. Permission and authority are hereby given and granted to W Chicago City Center, 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 172 West Adams Street. Said structural metal canopy shall be approximately ninety-one (91) feet in length and eleven (11) feet in width. Structural metal canopy shall be located along West Adams Street fifteen (15) feet, five (5) inches above grade. Structural metal canopy has been constructed in accordance with plans and specifications approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1048107 herein granted the sum of Six Thousand One Hundred Fifty and no/100 Dollars (\$6,150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

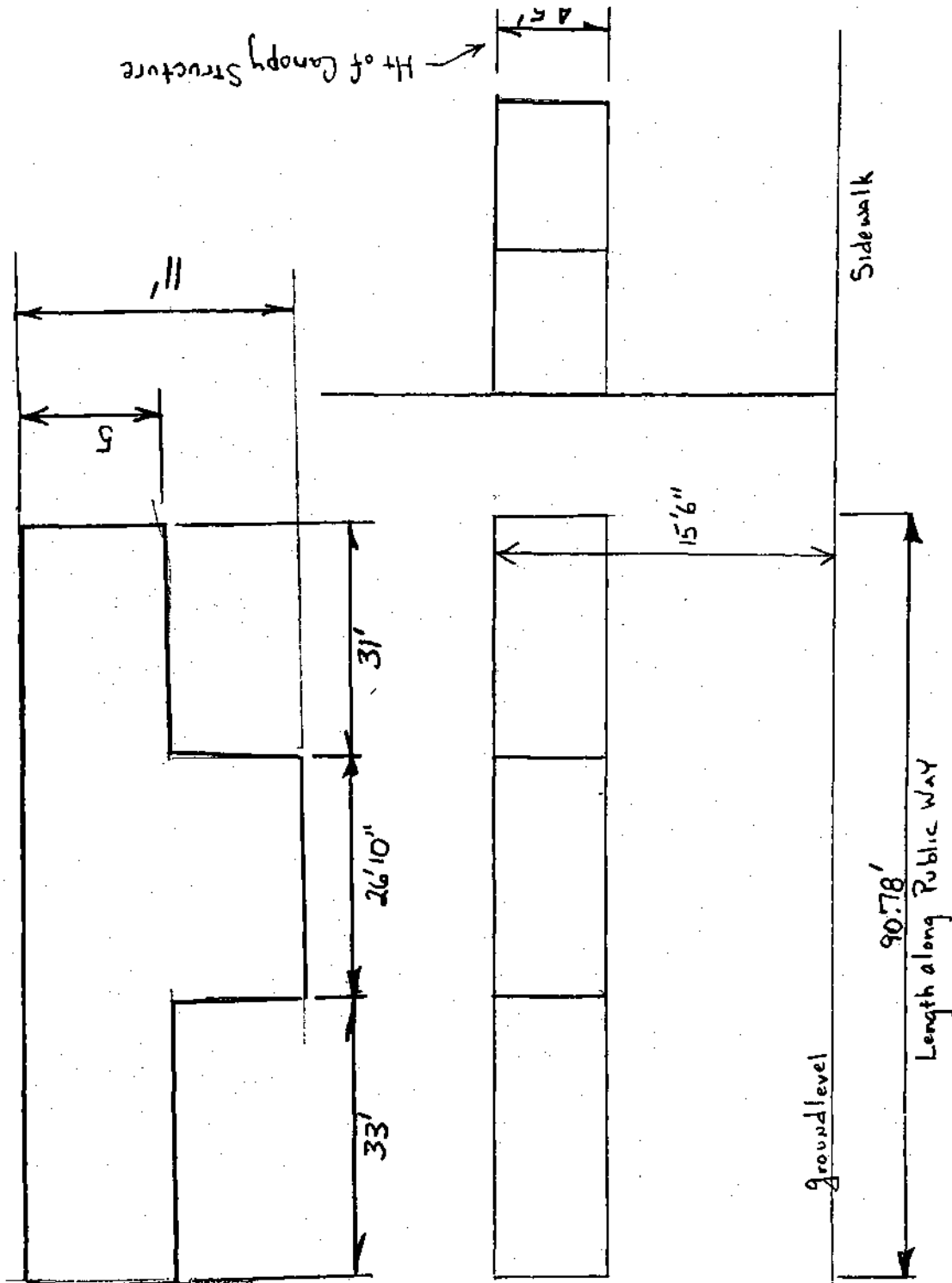
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 71852 of this *Journal*.]

71851

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Ordinance associated with this drawing printed
on page 71850 of this *Journal*.



Wells Operating Partnership, 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 Wells Operating Partnership, L.P., upon the terms and subject to the conditions of this ordinance, for one (1) occupation of space adjacent to its premises known as 200 East Randolph Street. Said occupation of space shall be twenty-two (22) feet in length, fifteen (15) feet, one (1) inch in width and nine (9) feet in height for a total of three hundred thirty-two (332) square feet. Said space shall serve as a location for the load bank equipment that is required for the building's emergency generator upgrade project. This unit will rest on a concrete pad constructed at 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. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

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 1047385 herein granted the sum of Eight Hundred Fifty and no/100 Dollars (\$850.00) 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 71854 of this *Journal*.]

W2005 CMK Realty 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 W2005 CMK Realty L.L.C., upon the terms and subject to the conditions of this ordinance,

(Continued on page 71855)

(Continued from page 71853)

to construct, install, maintain and use a monument sign on the public right-of-way adjacent to its premises known as 500 West 87th Street. Said monument sign shall be twenty-two (22) feet in length and one and six-tenths (1.6) feet in width. Monument sign shall advertise the shopping center, which will be located at the corner of West 87th Street and South Holland Road. Monument sign shall have a height of approximately fifteen (15) feet. Monument sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1047680 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 71856 of this *Journal*.]

AUTHORIZATION FOR ISSUANCE OF PERMITS TO VARIOUS
APPLICANTS FOR CONSTRUCTION, INSTALLATION,
MAINTENANCE AND USE OF CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 71857)

(Continued from page 71855)

CHICAGO, February 27, 2006.

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 authorize the issuance of permits to various applicants for the construction, maintenance and use of canopies. These orders were referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

A-Aaron Jewelry & Pawnshop: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to A-Aaron Jewelry & Pawnshop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3411 -- 3415 West North Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy-one (71) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045855 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.

Azteca Furniture Number 1: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Azteca Furniture Number 1 ("Permittee") to construct, maintain

and use one (1) canopy over the public way attached to the structure located at 2620 West 51st 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 twenty-five (25) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048117 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

B & F International Trading Corp.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to B & F International Trading Corp. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure

located at 2566 North Clark 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 eleven and one-tenth (11.1) feet in length and one (1) foot in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047774 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Bank One: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Bank One ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 550 South Dearborn 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 five (5) at sixteen (16) feet in length and four and five-tenths (4.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047829 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Benz Liquors: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Benz Liquors ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 15(A) East Ohio 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 nine (9) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048077 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Carniceria Gerardo's: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Carniceria Gerardo's ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3116 West Pope John Paul II Drive 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 fifteen (15) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048413 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Cavanaugh's: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cavanaugh's ("Permittee") to construct, maintain and use six (6) canopies over the public way attached to the structure located at 312 South Federal Street for a period of three (3) years from and after February 6, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies

shall not exceed four (4) at eighteen (18) feet in length and three (3) feet in width and two (2) at seven (7) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1045747 the sum of Three Hundred and no/100 Dollars (\$300.00) 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.

Chicago Apartments And Condominiums: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chicago Apartments And Condominiums ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3534 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in

length and one (1) foot in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048102 the sum of Fifty-five and no/100 Dollars (\$55.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Chicago Samtel Cellular Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chicago Samtel Cellular Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 13258 South Baltimore Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet in length and two and ten-hundredths (2.10) feet in width. The Permittee shall pay to the City of Chicago

as compensation for the privilege Number 1047990 the sum of Sixty-one and no/100 Dollars (\$61.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Clarkport Pantry: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Clarkport Pantry ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3433 North Sheffield Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-one and two-tenths (41.2) feet in length and three and three-tenths (3.3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048023 the sum of Sixty-six and 20/100 Dollars (\$66.20) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

CM Stone Works: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to CM Stone Works ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2519 South Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047733 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Columbia College: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Columbia College ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1014 South Michigan Avenue for a period of three (3) years from and after October 29, 2005 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 and six-tenths (13.6) feet in length and four and eight-tenths (4.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048041 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Cousins Fast Food: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Cousins Fast Food ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 2833 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seven and one-tenth (7.1) feet in length and twelve and six-tenths (12.6) feet in width and one (1) at eighteen (18) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047736 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 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Einstein Bros. Bagels Number 1200: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Einstein Bros. Bagels Number 1200 ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1549 North Wells 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 three (3) at five (5) feet in length and one and seven-tenths (1.7) feet in width and one (1) at fifteen and four-tenths (15.4) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048363 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal

injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Emerald Isle: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Emerald Isle ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 6686 North Northwest Highway 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 fifteen and six-tenths (15.6) feet in length and one and six-tenths (1.6) feet in width, one (1) at fifteen and two-tenths (15.2) feet in length and one and six-tenths (1.6) feet in width and one (1) at twenty (20) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048281 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

*FedEx Kinko's Office & Print Services
Number 3609: Canopy.*

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to FedEx Kinko's Office & Print Services Number 3609 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1315 East 57th 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 thirty-eight (38) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048157 the sum of Sixty-three and no/100 Dollars (\$63.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

*FedEx Kinko's Office & Print Services
Number 3636: Canopies.*

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to FedEx Kinko's Office & Print Services Number 3636 ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 3524 North Southport Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twelve and six-tenths (12.6) feet in length and two (2) feet in width, and one (1) at thirty-one and six-tenths (31.6) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048127 the sum of One Hundred Fifty-six and 60/100 Dollars (\$156.60) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Flowers By Born Ltd.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Flowers By Born Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3336 West Irving Park Road 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 twenty-one and six-tenths (21.6) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047803 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Fly-By-Nite: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fly-By-Nite ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 714 North Wells Street for a period of three (3) years from and after January 27, 2006 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 four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048356 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Hardwood Line Manufacturing Company: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hardwood Line Manufacturing Company ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 4045 North Elston Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one (21) feet in length and three (3) feet in width and one (1) at fifty-six (56) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048108 the sum of One Hundred Thirty-one and no/100 Dollars (\$131.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Harmony Restaurant: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Harmony Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6525 West Archer Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven and nine-tenths (11.9) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048001 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Honey Child, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Honey Child, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 735 North LaSalle Drive 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 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 1047125 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Hudson Funeral Home: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Hudson Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8747 South Commercial Avenue for a period of three (3) years from and after November 17, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) feet in length and two and nine-tenths (2.9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047444 the sum of Seventy-three and no/100 Dollars (\$73.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Jimmy Johns: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Jimmy Johns ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 216 West Jackson Boulevard 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 fifteen (15) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047996 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

J & J Soft Car Wash Inc.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to J & J Soft Car Wash Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 349 West 31st 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 thirty (30) feet in length and one and six-tenths (1.6) feet in width and one (1) at four (4) feet in length and one and six-tenths (1.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048275 the sum of One Hundred Five and no/100 Dollars (\$105.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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. Louie Kritikos: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mr. Louie Kritikos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2122 West Devon Avenue for a period of three (3) years from and after October 30, 2005 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 sixty-six (66) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046770 the sum of Ninety-one and no/100 Dollars (\$91.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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 Land Of Nod: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Land of Nod ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1630 North Clybourn Avenue for a period of three (3) years from and after January 16, 2006 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 thirty-five (35) feet in length and five (5) feet in width along North Clybourn Avenue and one (1) at seventeen and five-tenths (17.5) feet in length and five (5) feet in width along West Concord Place. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048193 the sum of One Hundred Ten and no/100 Dollars (\$110.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Lizzie McNeills: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Lizzie McNeills ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 400 North McClurg Court 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 four (4) at sixteen (16) feet in length and two (2) feet in width and one (1) at eight (8) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1042852 the sum of Two Hundred Fifty and no/ 100 Dollars (\$250.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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 Long Room: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Long Room ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 1612 West Irving Park Road for a period of three (3) years from and after January 12, 2006 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 and seven-tenths (17.7) feet in length and three (3) feet in width, one (1) at fifteen and one-tenth (15.1) feet in length and three (3) feet in width and one (1) at three and eight-tenths (3.8) feet in length and (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048116 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 Business Affairs and Licensing 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 Business Affairs and Licensing

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.

Los Girasoles: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Los Girasoles ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 3661 -- 3663 South Archer Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at eight and three-tenths (8.3) feet in length and two and six-tenths (2.6) feet in width, one (1) at four and eight-tenths (4.8) feet in length and ten (10) feet in width and two (2) at four and four-tenths (4.4) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046954 the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance.

In the event of 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Mid City Cellular, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mid City Cellular, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 830 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty (40) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047983 the sum of Sixty-five and no/100 Dollars (\$65.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Northside Federal Savings: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Northside Federal Savings ("Permittee") to construct, maintain and use twelve (12) canopies over the public way attached to the structure located at 5153 North Clark Street for a period of three (3) years from and after January 14, 2006 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 six (6) at thirteen (13) feet in length and five (5) feet in width, three (3) at nine and three-tenths (9.3) feet in length and five (5) feet in width, one (1) at ten (10) feet in length and five (5) feet in width, one (1) at eight and three-tenths (8.3) feet in length and five (5) feet in width and one (1) at nine and two-tenths (9.2) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048105 the sum of Six Hundred and no/100 Dollars (\$600.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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. Rory O'Byrne: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rory O'Byrne ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 3151 West Grace 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 four and eight-tenths (4.8) feet in length and one (1) foot in width, one (1) at ten and six-tenths (10.6) feet in length and one (1) foot in width and one (1) at five and seven-tenths (5.7) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048241 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Palmer Printing Inc.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Palmer Printing Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 739 South Clark Street for a period of three (3) years from and after January 27, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at six (6) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048223 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 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Peerless Imported Rugs Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Peerless Imported Rugs Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3029 -- 3033 North Lincoln Avenue for a period of three (3) years from and after October 6, 2005 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 two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048126 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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 Racquet Club Of Chicago: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Racquet Club of Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1365 North Dearborn Street for a period of three (3) years from and after January 26, 2006 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 eighteen (18) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048158 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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. Ramon Reyes: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Ramon Reyes ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 4011 East 106th 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 thirty two (32) feet in length and two (2) feet in width and one (1) at thirty-two (32) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048022 the sum of One Hundred Fourteen and no/100 Dollars (\$114.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Realty & Mortgage Co.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Realty & Mortgage Co. ("Permittee") to construct, maintain and

use one (1) canopy over the public way attached to the structure located at 58 West Maple Street for a period of three (3) years from and after September 11, 2005 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046406 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Rob's Cigar Store: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rob's Cigar Store ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 9201 South

Commercial Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047934 the sum of Fifty-six and no/100 Dollars (\$56.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Ron's Gold Shop: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Ron's Gold Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 9203 South Commercial Avenue for a period of three (3) years from and after date of passage in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen and five-tenths (19.5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047932 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Russian Tea Time: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Russian Tea Time ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 77 East Adams Street for a period of three (3) years from and after December 21, 2005 in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and eight-tenths (14.8) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048147 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Sedgwick's: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sedgwick's ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1935 -- 1943 North Sedgwick 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 sixteen and four-tenths (16.4) feet in length and three and six-tenths (3.6) feet in width, one (1) at eighteen and five-tenths (18.5) feet in length and three and six-tenths (3.6) feet in width, one (1) at ten (10) feet in length and four (4) feet in width and one (1) at sixteen and ten-hundredths (16.10) feet in length and three and six-tenths (3.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048020 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Sheridan Plaza Associates: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sheridan Plaza Associates ("Permittee") to construct, maintain and use fourteen (14) canopies over the public way attached to the structure located

at 4607 North Sheridan Road for a period of three (3) years from and after December 22, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one and five-tenths (21.5) feet in length and two (2) feet in width along North Sheridan Road, one (1) at nine and five-tenths (9.5) feet in length and two (2) feet in width along North Sheridan Road, one (1) at ten and four-tenths (10.4) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twenty-three and five-tenths (23.5) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twenty and five-tenths (20.5) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twenty-two and eleven-hundredths (22.11) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twelve and one-tenth (12.1) feet in length and two (2) feet in width along North Sheridan Road, one (1) at fourteen (14) feet in length and two (2) feet in width along North Sheridan Road, one (1) at thirteen and eleven-hundredths (13.11) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twelve and nine-tenths (12.9) feet in length and two (2) feet in width along North Sheridan Road, one (1) at twenty-three and four-tenths (23.4) feet in length and two (2) feet in width along North Sheridan Road, one (1) at nineteen and one-tenth (19.1) feet in length and six and seven-tenths (6.7) feet in width along North Sheridan Road, one (1) at nine and two-tenths (9.2) feet in length and two and four-tenths (2.4) feet in width along West Wilson Avenue and one (1) at nine and nine-tenths (9.9) feet in length and two (2) feet in width along West Wilson Avenue. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046462 the sum of Seven Hundred and no/ 100 Dollars (\$700.00) 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Carmen A. Sierra, M.D.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Carmen A. Sierra, M.D. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1349 -- 1351 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at nine and four-tenths (9.4) feet in length and two and six-tenths (2.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047731 the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

In the event of 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Slaughter & Son Funeral Directors, Ltd: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Slaughter & Son Funeral Directors, Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2024 East 75th Street for a period of three (3) years from and after January 27, 2006 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and six and six-tenths (6.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1047449 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Super Avenida Fruteria: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Super Avenida Fruteria ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2557 West Pope John Paul II Drive 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 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 1047535 the sum of Sixty-two 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Super 99 Plus: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Super 99 Plus ("Permittee") to construct, maintain and use one

(1) canopy over the public way attached to the structure located at 2958 West Devon Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-five (45) feet in length and one and five-tenths (1.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048237 the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Tony Rocco's River North: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Tony Rocco's River North ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 416 West Ontario 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 fourteen (14) feet in length and three and six-tenths (3.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048179 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Via Veneto: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Via Veneto ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6340 North Lincoln Avenue for a period of three (3) years from and after October 10, 2005 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 eight (8) feet in length and fourteen (14) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1046407 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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.

Wold Builders: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Wold Builders ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 3759 North Kedzie Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at four and eight-tenths (4.8) feet in length and two (2) feet in width and one (1) at five and seven-tenths (5.7) feet in

length and eight and five-tenths (8.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1048172 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 Business Affairs and Licensing 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 Business Affairs and Licensing.

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, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith for

various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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):

Ann Sather's Cafe On Southport.

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

SECTION 1. Permission and authority are hereby given and granted to Ann Sather's Cafe on Southport, 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 3416 North Southport Avenue. Said sidewalk cafe area shall be fifteen (15) feet in length and eight (8) feet in width for a total of one hundred twenty (120) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. The

compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1048445 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Baskin Robbins.

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

SECTION 1. Permission and authority are hereby given and granted to Baskin Robbins, 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 1231 South Wabash Avenue. Said sidewalk cafe area shall be seventeen and one-tenth (17.1) feet in length and three and eight-tenths (3.8) feet in width for a total of sixty-four and ninety-eight hundredths (64.98) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 12:00 A.M.

Compensation: \$600.00/Seating: 4.

This grant of privilege Number 1048453 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

The Bavarian Chop Haus.

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

SECTION 1. Permission and authority are hereby given and granted to The Bavarian Chop Haus, 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 4128 North Lincoln Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and eleven and two-tenths (11.2) feet in width for a total of five hundred forty-eight and eight-tenths (548.8) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Warner Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$603.68/Seating: 40.

This grant of privilege Number 1048516 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Bennigan's Number 1426.

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

SECTION 1. Permission and authority are hereby given and granted to Bennigan's Number 1426, 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 150 South Michigan Avenue. Said sidewalk cafe area shall be seventy-seven and eight-tenths (77.8) feet in length and fifteen and six-tenths (15.6) feet in width for a total of one thousand two hundred thirteen and sixty-eight hundredths (1,213.68) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$5,461.56/Seating: 60.

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 1048459 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Bernie's Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Bernie's Inc., 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 3664 North Clark Street. Said sidewalk cafe area shall be seventy-five (75) feet in length and eighteen (18) feet in width for a total of one thousand three hundred fifty (1,350) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Waveland Avenue. The

compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. until 10:00 P.M.
Friday and Saturday, 10:00 A.M. until 11:00 P.M.

Compensation: \$1,485.00/Seating: 44.

This grant of privilege Number 1048511 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Brehon Pub.

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

SECTION 1. Permission and authority are hereby given and granted to Brehon Pub, 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 731 North Wells Street. Said sidewalk cafe area shall be forty-four (44) feet in length and nine and eleven-hundredths (9.11) feet in width for a total of four hundred and eighty-four hundredths (400.84) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Superior 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 and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$921.93/Seating: 42.

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 1048470 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Chicago's Original Maxwell Street.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago's Original Maxwell Street, 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 5304 South Western Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and fourteen (14) feet in width for a total of three hundred fifty (350) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Western Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1048217 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Chicago's Pizza.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago's Pizza, 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 1919 -- 1921 West Montrose Avenue. Said sidewalk cafe area shall be thirty-four (34) feet in length and twelve and three-tenths (12.3) feet in width for a total of four hundred eighteen and two-tenths (418.2) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Montrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 24.

This grant of privilege Number 1048524 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Clarke's On Belmont.

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

SECTION 1. Permission and authority are hereby given and granted to Clarke's On Belmont, 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 930 West Belmont Avenue. Said sidewalk cafe area shall be forty-six (46) feet in length and seven (7) feet in width for a total of three hundred

twenty-two (322) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Wilton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 9:00 A.M. to 9:00 P.M.

Compensation: \$600.00/Seating: 26.

This grant of privilege Number 1048512 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Cleary's On Clark.

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

SECTION 1. Permission and authority are hereby given and granted to Cleary's On Clark, 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 3438 North Clark Street. Said sidewalk cafe area shall be seventy (70) feet in length and seven (7) feet in width for a total of four hundred ninety (490) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Newport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 12:00 Noon to 10:00 P.M.

Friday and Saturday, 12:00 Noon to 11:00 P.M.

Compensation: \$600.00/Seating: 38.

This grant of privilege Number 1048443 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

The Dark Horse Tap And Grill.

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

SECTION 1. Permission and authority are hereby given and granted to The Dark Horse Tap and Grill, 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 3443 North Sheffield Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and six (6) feet in width for a total of one hundred two (102) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:30 A.M. to 10:00 P.M.

Friday, 11:30 A.M. to 11:00 P.M.

Saturday, 5:00 P.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 8.

This grant of privilege Number 1048492 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

De Cero.

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

SECTION 1. Permission and authority are hereby given and granted to De Cero, 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 812 -- 816 West Randolph Street. Said sidewalk cafe area shall be fifty (50) feet in length and nine (9) feet in width for a total of four hundred fifty (450) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Randolph 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 12:00 Midnight
Saturday, 3:00 P.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 20.

This grant of privilege Number 1048387 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Einstein Bros. Bagels Number 1200.

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

SECTION 1. Permission and authority are hereby given and granted to Einstein Bros. Bagels Number 1200, 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 1549 North Wells Street. Said sidewalk cafe area shall be nine and eleven-hundredths (9.11) feet in length and nine and three-tenths (9.3) feet in width for a total of eighty-four and seventy-two hundredths (84.72) 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, 8:00 A.M. to 8:00 P.M.

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1048579 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Einstein Bros. Bagels Number 2578.

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

SECTION 1. Permission and authority are hereby given and granted to Einstein Bros. Bagels Number 2578, 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 3420 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$600.00/Seating: 20.

This grant of privilege Number 1048449 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Gallery 37 Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Gallery 37 Cafe, 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 66 East Randolph Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and seven (7) feet in width for a total of one hundred sixty-eight (168) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Randolph Street (the compensation for this permit for said space shall be waived for purposes of the Chicago Department of Cultural Affairs fulfilling their mission to promote Cultural Affairs). The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:30 P.M.

Compensation: \$0.00/Seating: 16.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1048501 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Gourmand Coffee House.

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

SECTION 1. Permission and authority are hereby given and granted to Gourmand Coffee House, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 728 South Dearborn Street. Said sidewalk cafe area shall be twenty-nine and eight-tenths (29.8) feet in length and eight and eight-tenths (8.8) feet in width for a total of two hundred sixty-two and twenty-four hundredths (262.24) square feet and shall allow six (6) feet of clear space from the

face of the curb/building line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 A.M.

Compensation: \$600.00/Seating: 27.

This grant of privilege Number 1048530 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Grand Central Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Grand Central 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 950 West Wrightwood Avenue. Said sidewalk cafe area shall be thirty-five and two-tenths (35.2) feet in length and seven and three-tenths (7.3) feet in width for a total of two hundred fifty-six and ninety-six hundredths (256.96) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Wrightwood Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 10:00 A.M. to 9:00 P.M.

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1048585 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Harry Caray's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Harry Caray's 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 33 West Kinzie Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and nine and nine-tenths (9.9) feet in width for a total of three hundred forty-six and five-tenths (346.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$796.95/Seating: 33.

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 1048456 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Hunt Club.

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

SECTION 1. Permission and authority are hereby given and granted to Hunt Club, 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 1100 North State Street. Said sidewalk cafe area shall be twenty-nine (29) feet in length and eleven (11) feet in width for a total of three hundred nineteen (319) 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 cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$733.70/Seating: 40.

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 1048468 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Il Vicinato, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Il Vicinato, Inc., upon the terms and subject to the conditions of this ordinance, to

maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2435 South Western Avenue. Said sidewalk cafe area Number 1 shall be thirty and six-tenths (30.6) feet in length and eight (8) feet in width and sidewalk cafe area Number 2 shall be twenty-four (24) feet in length and eight (8) feet in width for a total of four hundred thirty-six and eight-tenths (436.8) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West 24th Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday, 11:00 A.M. to 11:00 P.M.
Saturday, 4:00 P.M. to 12:00 A.M.

Compensation: \$600.00/Seating: 28.

This grant of privilege Number 1048111 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Jerry's Sandwiches.

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

SECTION 1. Permission and authority are hereby given and granted to Jerry's Sandwiches, 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 1045 West Madison Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and nine and nine-tenths (9.9) feet in width for a total of two hundred forty-seven and five-tenths (247.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Madison Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. until _____
Saturday and Sunday, 8:00 A.M. until 4:30 P.M.

Compensation: \$600.00/Seating: 20.

This grant of privilege Number 1048397 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Johnny's State Street Grill.

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

SECTION 1. Permission and authority are hereby given and granted to Johnny's State Street Grill, 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 838 North State Street. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width for a total of one hundred eighty (180) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 12.

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 1048471 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Jury's.

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

SECTION 1. Permission and authority are hereby given and granted to Jury's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4337 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and seven (7) feet in width for a total of one hundred seventy-five (175) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Pensacola Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight
Sunday, 2:00 P.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 12.

This grant of privilege Number 1048518 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Lavazza.

(111 West Jackson Boulevard)

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

SECTION 1. Permission and authority are hereby given and granted to Lavazza, 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 111 West Jackson Boulevard. Said sidewalk cafe area shall be nineteen and eight-tenths (19.8) feet in length and ten (10) feet in width for a total of one hundred ninety-eight (198) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Jackson Boulevard. The

compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday 8:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1048254 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Lavazza.
(134 North LaSalle Street)

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

SECTION 1. Permission and authority are hereby given and granted to Lavazza, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 134 North LaSalle Street. Said sidewalk cafe area shall be nineteen and ninety-two hundredths (19.92) feet in length and seven (7) feet in width for a total of one hundred thirty-nine and forty-four hundredths (139.44) 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 cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: \$627.48/Seating: 8.

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 1048462 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Letizia's Natural Bakery.

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

SECTION 1. Permission and authority are hereby given and granted to Letizia's Natural Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2144 -- 2146 West Division Street. Said sidewalk cafe area Number 1 shall be twenty-four (24) feet in length and twenty (20) feet in width and sidewalk cafe area Number 2 shall be twenty-three (23) feet in length and twenty (20) feet in width for a total of nine hundred forty (940) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Division Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. until 12:00 Midnight

Compensation: \$1,056.00/Seating: 60.

This grant of privilege Number 1048383 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Lizzie McNeills.

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

SECTION 1. Permission and authority are hereby given and granted to Lizzie McNeills, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 400 North McClurg Court. Said sidewalk cafe area Number 1 shall be ninety (90) feet in length and five (5) feet in width and sidewalk cafe area Number 2 shall be twenty (20) feet in length and five (5) feet in width for a total of five hundred fifty (550) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East River Drive and North New 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: \$1,265.00/Seating: 80.

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 1048451 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

The Matchbox.

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

SECTION 1. Permission and authority are hereby given and granted to The Matchbox, 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 770 North Milwaukee Avenue. Said sidewalk cafe area shall be one hundred (100) feet in length and seven (7) feet in width for a total of seven hundred (700) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Ogden Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 4:00 P.M. to 12:00 Midnight

Compensation: \$770.00/Seating: 64.

This grant of privilege Number 1048255 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Metropolis Coffee Company.

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

SECTION 1. Permission and authority are hereby given and granted to Metropolis Coffee Company, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1039 -- 1041 West Granville Avenue. Said sidewalk cafe area Number 1 shall be thirteen (13) feet in length and four (4) feet in width and sidewalk cafe area Number 2 shall be eight (8) feet in length and four (4) feet in width for a total of eighty-four (84) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Granville Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 18.

This grant of privilege Number 1048487 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Mr. J's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Mr. J's 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 822 North State Street. Said sidewalk cafe area shall be twenty-seven (27) feet in length and twelve (12) feet in width for a total of three hundred twenty-four (324) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:00 A.M. to 11:00 P.M.
Sunday, 10:00 A.M. to 8:00 P.M.

Compensation: \$745.20/Seating: 16.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1048482 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Murphy's Bleachers.

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

SECTION 1. Permission and authority are hereby given and granted to Murphy's Bleachers, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3655 North Sheffield Avenue. Said sidewalk cafe area Number 1 shall be one hundred twenty (120) feet in length and nineteen (19) feet in width and sidewalk cafe area Number 2 shall be fifty (50) feet in length and seventeen (17) feet in width for a total of three thousand one hundred thirty (3,130) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Waveland Avenue and North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. until 10:00 P.M.

Friday and Saturday, 11:00 A.M. until 11:00 P.M.

Compensation: \$3,443.00/Seating: 192.

This grant of privilege Number 1048446 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Neybour's Tavern & Grille.

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

SECTION 1. Permission and authority are hereby given and granted to Neybour's Tavern & Grille, 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 3651 North Southport Avenue. Said sidewalk cafe area shall be twenty-two (22) feet in length and nine (9) feet in width for a total of one hundred ninety-eight (198) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. 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 10:00 P.M.
Saturday, 10:00 A.M. to 10:00 P.M.
Sunday, 10:00 A.M. to 9:00 P.M.

Compensation: \$600.00/Seating: 24.

This grant of privilege Number 1048442 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

O'Donovan's.

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

SECTION 1. Permission and authority are hereby given and granted to O'Donovan's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2100 West Irving Park Road. Said sidewalk cafe area shall be ninety-four and three-tenths (94.3) feet in length and nine and one-tenth (9.1) feet in width for a total of eight hundred fifty-eight and thirteen hundredths (858.13) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Hoyne Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$943.94/Seating: 40.

This grant of privilege Number 1048587 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Papa Milano's.

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

SECTION 1. Permission and authority are hereby given and granted to Papa Milano's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1 East Oak Street. Said sidewalk cafe area shall be sixteen (16) feet in length and ten (10) feet in width for a total of one hundred sixty (160) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:30 P.M.

Friday, 11:30 A.M. to 11:00 P.M.

Saturday, 12:00 Noon to 11:00 P.M.

Sunday, 1:00 P.M. to 10:30 P.M.

Compensation: \$600.00/Seating: 25.

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 1048460 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

P.J. Clarke's East.

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

SECTION 1. Permission and authority are hereby given and granted to P.J. Clarke's East, 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 302 East Illinois Street. Said sidewalk cafe area shall be sixty-two and one-tenth (62.1) feet in length and four and six-tenths (4.6) feet in width for a total of two hundred eighty-five and sixty-six hundredths (285.66) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Illinois Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 11:00 P.M.

Saturday, 11:30 A.M. to 11:00 P.M.

Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$657.02/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 1048458 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Plush-Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Plush-Chicago, 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 1104 West Madison Street. Said sidewalk cafe area shall be thirty (30) feet in length and ten (10) feet in width for a total of three hundred (300) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Madison Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 60.

This grant of privilege Number 1048380 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

The Rail Bar & Grill.

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

SECTION 1. Permission and authority are hereby given and granted to The Rail Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4709 North Damen Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width for a total of one hundred eighty (180) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday, Saturday and Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 24.

This grant of privilege Number 1048528 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Sopo.

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

SECTION 1. Permission and authority are hereby given and granted to Sopo, 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 3418 North Southport Avenue. Said sidewalk cafe area shall be twenty-six (26) feet in length and eleven and four-tenths (11.4) feet in width for a total of two hundred ninety-six and four-tenths (296.4) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 40.

This grant of privilege Number 1048582 or 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Subway Sandwiches.

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

SECTION 1. Permission and authority are hereby given and granted to Subway Sandwiches, 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 304 West Hubbard Street. Said sidewalk cafe area shall be fifty (50) feet in length and six (6) feet in width for a total of three hundred (300) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 11:00 P.M.
Saturday and Sunday, 11:00 A.M. to 7:00 P.M.

Compensation: \$600.00/Seating: 20.

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 1048465 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Sultan's Market.

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

SECTION 1. Permission and authority are hereby given and granted to Sultan's Market, 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 2057 West North Avenue. Said sidewalk cafe area shall be forty (40) feet in length and eleven (11) feet in width for a total of four hundred forty (440) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Hoyne Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 32.

This grant of privilege Number 1048392 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Trader Todd's Restaurant & Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Trader Todd's Restaurant & Bar, 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 3216 North Sheffield Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and eight and two-tenths (8.2) feet in width for a total of two hundred five (205) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 32.

This grant of privilege Number 1048589 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Underground Wonder Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Underground Wonder Bar, 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 10 East Walton Street. Said sidewalk cafe area shall be ten and five-tenths (10.5) feet in length and nine and eight-tenths (9.8) feet in width for a total of one hundred two and nine-tenths (102.9) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Walton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 P.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 8.

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 1048478 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Via Veneto.

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, upon the terms and subject to the conditions of this ordinance, to maintain

and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6340 North Lincoln Avenue. Said sidewalk cafe area Number 1 shall be thirty (30) feet in length and twelve (12) feet in width and sidewalk cafe area Number 2 shall be thirty (30) feet in length and twelve (12) feet in width for a total of seven hundred twenty (720) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$792.00/Seating: 78.

This grant of privilege Number 1048483 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

Xando Coffee & Bar/Cosi Sandwich Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Xando Coffee & Bar/Cosi Sandwich Bar, 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 55 East Grand Avenue. Said sidewalk cafe area shall be forty-three and three-tenths (43.3) feet in length and five and one-tenth (5.1) feet in width for a total of two hundred twenty and eighty-three hundredths (220.83) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 10.

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 1048476 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 Business Affairs and Licensing, 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 March 1, 2006 through, and including, December 1, 2006.

AUTHORIZATION FOR APPROVAL OF PLAT OF HANNAH'S
RESUBDIVISION IN AREA GENERALLY BOUNDED BY
SOUTH NORMAL AVENUE, METRA (FORMERLY
CHICAGO & EASTERN ILLINOIS RAILROAD)
RIGHT-OF-WAY, WEST 38TH STREET
AND WEST PERSHING ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 Hannah's Resubdivision lying east of South Normal Avenue, lying west of the right-of-way of Metra (formerly Chicago & Eastern Illinois Railroad right-of-way) and lying between two east/west 16 foot public alleys located between West 38th Street and West Pershing Road for BTB Development Company. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 Hannah's Resubdivision, lying east of South Normal Avenue, lying west of the right-of-way of Metra (formerly Chicago & Eastern Illinois Railroad right-of-way) and lying between two east/west 16 foot public alleys located between West 38th Street and West Pershing Road for BTB Development Company (File Number 33-11-06-2928).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR EXECUTION OF TEMPORARY USE
AGREEMENT WITH AON SERVICE CORPORATION
FOR UTILIZATION OF PARKING LOT AT 5051
NORTH BROADWAY BY CITY RESIDENTS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 or his designee to enter into a temporary use agreement with AON Service Corporation. This will allow city residents to use the parking lot located at 5051 North Broadway, from Fridays at 6:00 P.M. until Mondays at 8:00 A.M.. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 AON Service Corporation. 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 AON Service Corporation hereby agree as follows:

1. City residents may use the parking lot located at 5051 North Broadway, from Fridays at 6:00 P.M. until Mondays at 8:00 A.M.
2. The City of Chicago agrees to defend, indemnify and hold harmless AON Service Corporation 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 AON Service Corporation's property, arising out of the City of Chicago's utilization of the parking lot at 5051 North Broadway.
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 February 8, 2006.

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST ROOSEVELT ROAD, WEST WASHBURNE AVENUE,
SOUTH OAKLEY AVENUE AND SOUTH LEAVITT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation of all of the east/west 16 foot public alley in the block bounded by West Roosevelt Road, as

widened, West Washburne Avenue, South Oakley Avenue and South Leavitt Street. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the east/west 16 foot public alley lying south of the south line of Lots 1 to 16, both inclusive, in Crozer's Subdivision of Block 7 in subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, lying south of the south line of Lots 22 to 25, both inclusive, in Crozer's Subdivision aforesaid, lying south of the south line of Lots 1 to 6, both inclusive, in A. T. Ewing's Subdivision of Lots 17 to 21, in Crozer's Subdivision aforesaid, lying north of the north line of Lots 26 to 46, both inclusive,

in Crozer's Subdivision aforesaid, lying north of the north line of Lot A in consolidation of Lots 1, 2, 3, 4 and 5 in Ewings' Resubdivision of Lots 47 to 50, inclusive, in Crozer's Subdivision aforementioned, lying west of a line drawn from the southeast corner of Lot 1 in Crozer's Subdivision aforesaid to the northeast corner of Lot A in consolidation of Lots 1, 2, 3, 4 and 5 in Ewings' Resubdivision aforesaid and lying east of a line drawn from the southwest corner of Lot 25 in Crozer's Subdivision aforesaid to the northwest corner of Lot 26 in Crozer's Subdivision aforesaid, said public alley herein vacated being further described as all of the east/west 16 foot public alley in the block bounded by West Roosevelt Road, as widened, West Washburn Avenue, South Oakley Avenue and South Leavitt Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the public alley as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in the public alley as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves the alley as herein vacated, as a right-of-way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, SBC and Comcast, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and telecommunications and associated services under, over and along the alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this

ordinance, the Illinois Medical District Commission shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alley hereby vacated similar to the curb and walk along the east side of South Oakley Avenue between West Roosevelt Road, as widened, and West Washburne Avenue and along the west side of South Leavitt Street between West Roosevelt Road, as widened, and West Washburn Avenue. The precise amount of the sum so deposited shall be ascertained by the Office of Emergency Management and Communications -- Traffic Management Authority, Permits Division after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, The Illinois Medical District Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing and legal description referred to in this ordinance printed on page 71947 of this *Journal*.]

RELOCATION OF TAXICAB STAND NUMBER 779
TO NORTH CURB OF EAST ONTARIO STREET,
WEST OF INNER LAKE SHORE DRIVE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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

(Continued on page 71948)

Ordinance associated with this drawing and legal description printed on pages 71944 through 71946 of this *Journal*.

"A"

Subdivision of Section 19-39-14. Streets opened and the Block numbers designated by Ordinance Passed November 21, 1853. Assessment Confirmed April 17, 1854.

"B"

Ordinance Widening W. 12th St. from Ashland Av. to Ogden Av. end of Ogden Av. from W. 12th St. to S. Line of Section 23-39-13, to the width of 150 ft.
Ordinance Passed July 26, 1869.
Assessment Confirmed September 20, 1869.

"C"

Crozer's Subdivision of Block 7 in (See "A").

"D"

A.T. Ewing's Subdivision of Lots 17 to 21, in Crozer's Subdivision of Block 7, etc. (See "C").

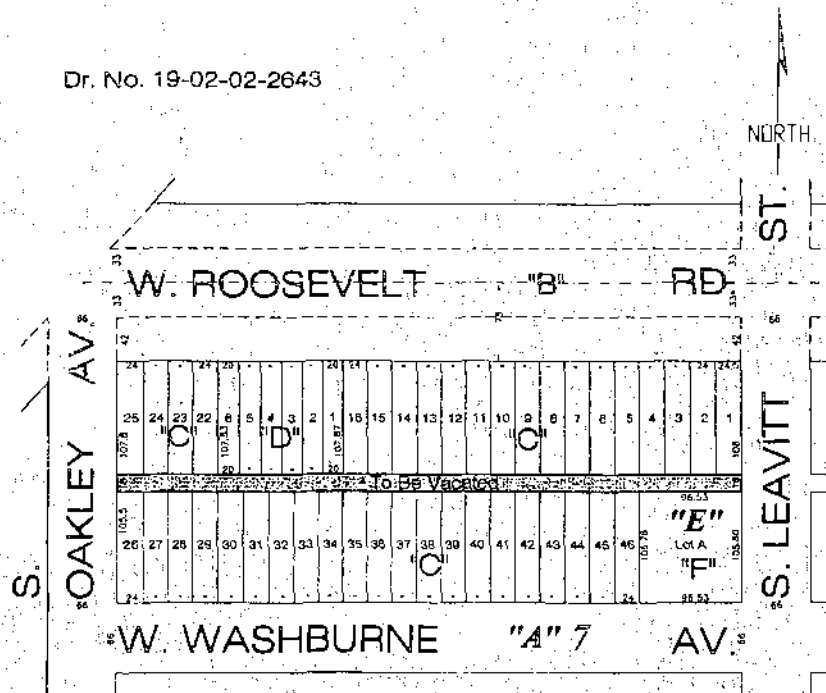
"E"

Ewing's Re-Subdivision of Lots 47 to 50 inclusive in Crozier's Subdivision of Block 7, in the W. 1/2 of the N.W. 1/4 of Section 19-39-14.

"F"

Consolidation of Lots 1, 2, 3, 4 and 5, in Ewing's Re-Subdivision of Lots 47 to 50 in Crozier's Subdivision etc. (See "C").

Dr. No. 19-02-02-2643



(Continued from page 71946)

the Commissioner of the Department of Transportation to repeal Taxicab Stand Number 779, by relocating from the west side of inner Lake Shore Drive between East Ohio Street and East Ontario Street to the north curb of East Ontario Street 195 feet west of inner Lake Shore Drive to a point approximately 85 feet west. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 the Department of Transportation is hereby authorized and directed to cause the repeal of Taxicab Stand Number 779, by relocating from the west side of inner Lake Shore Drive between East Ohio Street and East Ontario Street to the north curb of East Ontario Street 195 feet west of inner Lake Shore Drive to a point approximately 85 feet west thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

PERMISSION GRANTED TO JCDECAUX FOR INSTALLATION
AND MAINTENANCE OF CITY INFORMATION PANELS
AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 JCDecaux Chicago, L.L.C. to install and maintain city information panels (C.I.P.) at various locations in the 42nd Ward. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed on June 9, 1999 and published at pages 5442 -- 5453 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, the City Council of the City of Chicago authorized an agreement ("Agreement") between the City of Chicago ("City") and JCDecaux Chicago, L.L.C., an Illinois limited liability company ("Contractor"), whereby the Contractor would design, manufacture, install and maintain at various locations on the public way of the City of Chicago certain structures collectively referred to as "Street Furniture"; and

WHEREAS, The City and the Contractor executed the Agreement on or about June 28, 2002; and

WHEREAS, Among the items of Street Furniture listed in the Agreement were city information panels ("C.I.P.") to be installed and maintained at locations to be identified; and

WHEREAS, The City Council maintains the right to regulate the use of the public way and to grant privileges for the use thereof; now, therefore,

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

SECTION 1. The recitals in the preamble of this ordinance are adopted as if fully set forth herein.

SECTION 2. Subject to the terms and conditions of this ordinance and the Agreement, the Contractor is given permission to install and maintain one (1) C.I.P. at each location described in the attached Exhibit A, which is attached hereto and incorporated herein by this reference.

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

[Exhibit "A" referred to in this ordinance printed
on page 71951 of this *Journal*.]

*Exhibit "A".**Newspaper Stand Locations.*

	Unit	Loc	Street	Cross Street	Direction	FS / NS	Side of the street	Corner	Ward	STATUS
1	31	mm	Bellevue	State/Rush	WB	MB	N		42	OK
2	33	mm	Oak	Rush/Michigan	WB	MB	N		42	OK
3	8	mm	Michigan	Chesnut/Delaware	NB	MB	E		42	OK
4	10	mm	Michigan	Huron	SB	NS	W	NW	42	OK
5	11	mm	Michigan	Ontario / Erie	SB	MB	W		42	OK
6	12	mm	Michigan	Ontario / Erie	NB	MB	E		42	OK
7	14	mm	Michigan	Grand/Ohio	NB	MB	E		42	OK
8	15	mm	Michigan	Illinois	NB	FS	E	NE	42	OK
9	16	mm	Michigan	Illinois	SB	FS	W	SW	42	OK
10	19	mm	Illinois	Streeter	EB	NS	S	SW	42	OK
11	31	lo	Washington	State	EB	FS	N	NE	42	OK
12	45	lo	Washington	State	EB	NS	S	SW	42	OK
13	66	lo	Clark	Jackson	SB	FS	W	SW	2	OK
14	93	lo	Wacker	Washington	NB	FS	E	NE	42	OK
15	96	lo	Wacker	Adams	NB	FS	E	NE	2	OK
16	209	mm	Illinois	New	EB	NS	S	SW	42	OK
17	212	mm	Fairbanks	Illinois/Grand	NB	MB	E		42	OK
18	219	lo	Michigan	Lake	NB	NS	E	SE	42	OK
19	226	mm	Michigan	Tribune Tower WGN (401 N.) Plaza	NB		E		42	OK
20	254	lo	Michigan	Wacker	SB	FS	W	SW	42	OK

AUTHORIZATION FOR INSTALLATION OF TRAFFIC
CIRCLE AT WEST 113TH STREET
AND SOUTH LAFLIN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to construct a traffic circle at the intersection of West 113th Street at South Laflin Street. This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays-- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of West 113th Street at South Laflin Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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, amended ordinances and substitute ordinance transmitted herewith authorizing the exemption of sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. The original ordinances were referred to the Committee on February 8, 2006.

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, amended 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Mr. Sam Assil.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Sam Assil from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2439 -- 2441 North Sawyer Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Auto Star 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 the City of Chicago, the Director of Revenue and the Department of Transportation are hereby authorized and directed to exempt Auto Star Corporation, 6245 North Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

A.W. Green Management/Mr. Steven Dukatt.

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 A.W. Green Management/Mr. Steven Dukatt from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2749 North Kedzie Avenue and 3155 -- 3159 West Diversey Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Brown Retail Tire.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, Commissioner of Transportation is hereby authorized and directed to exempt Brown Retail Tire of 1422 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1422 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

CAD Development.

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

SECTION 1. Pursuant to the Municipal Code 10-20-430 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt representatives of CAD Development from the provisions

requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4407 North Beacon Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Castleview Construction.

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 Castleview Construction from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3546 -- 3548 North Reta Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Clarke Construction.

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 Clarke Construction from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3932 South Lake Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Clarke Construction, 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 Clarke

Construction, L.L.C. of 4450 -- 4458 South Dr. Martin Luther King , Jr. Drive from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4450 -- 4458 South Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Dejan Cvejic.

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 Dejan Cvejic of 4483 West Lawrence Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4483 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Expo Builders/Mr. Stanley Swierczek.
(3336 West 19th Street)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Stanley Swierczek/Expo Builders of 3336 West 19th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3336 West 19th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Expo Builders/Mr. Stanley Swierczek.
(3342 West 19th Street)*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Stanley Swierczek/Expo Builders of 3342 West 19th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3342 West 19th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Family Dollar Store.

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 Family Dollar Store, 11041 South Kedzie Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Fresh Market Ideas, 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 Fresh Market Ideas, Inc., 1430 West Morse Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1432 -- 1434 West Morse Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Island Grove, 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 Island Grove, Inc., 6977 North Ashland Boulevard, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7644 North Sheridan Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

JAI Development.

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 JAI Development of 1001 West Madison Street, Suite 203 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7907 -- 7909 South Drexel Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Lincoln Park Plaza 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 Lincoln Park Plaza L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 600 West Diversey Parkway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Rogelio Llamedo.

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 2024 North California/Rogelio Llamedo from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2024 -- 2030 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Lubbly Hand Car Wash.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lubbly Hand Car Wash of 5151 West Grand Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5151 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Michael Obloy.

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 Michael Obloy, 123 North Sangamon Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 123 North Sangamon Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Quick Oil/Mr. Milciades Cadena.

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 Quick Oil/Milciades Cadena from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2934 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

S & S Home Builders.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to exempt S & S Home Builders from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for 6100 North Lincoln Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Mr. Peter P. Stach.
(5508 North Milwaukee Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Peter P. Stach of 5508 North Milwaukee Avenue from the provisions requiring barriers as a

prerequisite to prohibit alley ingress and egress to parking facilities for 5508 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Peter P. Stach.
(5518 North Milwaukee Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Peter P. Stach of 5518 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5518 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Tab Auto Brokers.

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 Tab Auto Brokers, 4916 North Elston Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4916 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Tir Eoghain Builders, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt

Tir Eoghain Builders, Inc. of 2450 West Montrose Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2450 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Shaari Tzedek.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Revenue is hereby authorized and directed to exempt Shaari Tzedek, not for profit, of 2832 West Touhy Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Vuk Builders, 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 and the Commissioner of Transportation are hereby authorized and directed to exempt Vuk Builders, Inc. of 1464 North Paulina Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for new construction at 3152 West Devon Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Wolcott Lofts, 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 Wolcott Lofts,

L.L.C. located at 1378 North Wolcott Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1378 North Wolcott Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Xcellent Tires & 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 the City of Chicago, the Director of Revenue and the Commissioner of the Department of Transportation are hereby authorized and directed to exempt Xcellent Tires & Services, 6233 North California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for a three (3) unit building at said location.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

110 West Superior, 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 110 West Superior, L.L.C. located at 2506 North Clark Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to use the parking facilities at 110 West Superior Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

327 Chicago, 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 Transportation is hereby authorized and directed to exempt 327 Chicago, L.L.C. of 322 West Burlington Avenue, LaGrange, Illinois 60525, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 330 West Superior Street and 757 North Orleans Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1409 -- 1447 East 67th Street 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 1409 -- 1447 East 67th Street L.L.C. at 1431 East 67th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1431 East 67th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Properties At 7324, 7330 And
7338 North Western Avenue.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Revenue and the Commissioner of the Department of

Transportation are hereby authorized and directed to exempt 7324 North Western Avenue, 7330 North Western Avenue and 7338 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for a three (3) unit building at said locations.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF 6500 BLOCK OF NORTH TALMAN
AVENUE AS "BEATRICE GREENE PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 6500 block of North Talman Avenue (from West Arthur Avenue to West Albion Avenue) as "Beatrice Greene Place". This ordinance was referred to the Committee on February 8, 2006

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Mrs. Beatrice Greene (nee Mokren) celebrated her eighty-fifth birthday on January 25, 2006; and

WHEREAS, Mrs. Greene has been a resident in her family home for seventy years on North Talman Avenue, wherein she and her husband, Seymour, raised their three children, Lloyd, Elliot and Carolyn; and

WHEREAS, Beatrice served the city of Chicago for thirty years as a teacher until her retirement in 1993; now, therefore,

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 6500 block of North Talman Avenue (from West Arthur Avenue to West Albion Avenue) to be "Beatrice Greene Place".

SECTION 2. This ordinance shall take effect upon its passage and publication.

STANDARDIZATION OF NORTHWEST CORNER OF WEST
MADISON STREET AND NORTH WELLS STREET AS
"HARRINGTON COLLEGE OF DESIGN WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the northwest corner of West Madison Street and North Wells Street as "Harrington College of Design Way". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of 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 for the northwest corner of West Madison Street and North Wells Street as "Harrington College of Design Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF PORTION OF WEST ADAMS
STREET AS "THOMAS KAPSALIS WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Adams Street, from South Morgan Street to South Aberdeen Street as "Thomas Kapsalis Way". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of the City of Chicago* of said date, which authorizes the erection of honorary street-naming signs, the Commissioner of Transportation shall take necessary action for the standardization of West Adams Street, from South Morgan Street to South Aberdeen Street, as "Thomas Kapsalis Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF PORTION OF SOUTH WOOD STREET
AS "REVEREND E. F. LEDBETTER, JR. STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 Wood Street, from 8000 to 8058 South Wood block, as "Reverend E. F. Ledbetter, Jr. Street". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps for standardization of South Wood Street, from 8000 to 8058 South Wood block, as "Reverend E. F. Ledbetter, Jr. Street".

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

STANDARDIZATION OF SOUTHEAST CORNER OF WEST
MADISON STREET AND NORTH LA SALLE STREET
AS "JEFFERY M. LEVING WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the southeast corner at West Madison Street and North LaSalle Street as "Jeffery M. Leving Way". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council of 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 the southeast corner at West Madison Street and North LaSalle Street as "Jeffery M. Leving Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF 1700 BLOCK OF NORTH
MARCEY STREET AS "FRED ROSEN WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 1700 block of North Marcey Street as "Fred Rosen Way". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays-- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 1700 block of North Marcey Street as "Fred Rosen Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF PORTION OF SOUTH EXCHANGE AVENUE
AS "SUFF. BISHOP CORNELIUS SOUTHERN AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 East 82nd Street to East 83rd Street at South Exchange Avenue as "Suff. Bishop Cornelius Southern Avenue". This ordinance was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of East 82nd Street to 83rd Street of South Exchange Avenue as "Suff. Bishop Cornelius Southern Avenue".

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR HONORARY DESIGNATION OF
1400 BLOCK OF WEST LEXINGTON STREET
AS "CARMEN J. SCHIAVONE WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 1400 block of West Lexington Street as "Carmen J. Schiavone Way". This order was referred to the Committee on February 8, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 honorarily designate the 1400 block of West Lexington Street as "Carmen J. Schiavone Way".

CONSIDERATION FOR HONORARY DESIGNATION
OF NORTHWEST CORNER OF WEST 28TH
STREET AND SOUTH UNION AVENUE
AS "ST. JOSEPH'S CLUB WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 northwest corner of West 28th Street and South Union Avenue as "St. Joseph's Club Way". This order was referred to the Committee on February 27, 2006.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 an honorary street designation reading "St. Joseph's Club Way" (founded 1926) at the northwest corner of West 28th Street and South Union Avenue.

CHICAGO TRANSIT AUTHORITY URGED TO RESTORE BUS
SERVICE ON PORTION OF NORTH KEDZIE AVENUE
DURING BROWN LINE RENOVATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 27, 2006.

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 *Adopt* a resolution calling for the Chicago Transit Authority to immediately restore bus service on Kedzie Avenue from Milwaukee Avenue on the south to Chicago Public School's North Side Preparatory Academy on the north in order to both benefit businesses during the Brown Line renovation as well as serve an underserved population. This resolution was referred to the Committee on February 8, 2006.

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 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, Olivo, Burke, T. Thomas, Coleman, Thomas L. Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, A recently appropriated federal transportation bill has earmarked nearly a quarter of a Billion Dollars for the rehabilitation and expansion of the Chicago Transit Authority's Brown Line, an almost a century-old elevated light rail line; and

WHEREAS, Initially, the Chicago Transit Authority promised businesses dependent upon the Brown Line station traffic that there would be no station closings during renovation process. However, that promise was soon broken; and

WHEREAS, With the first major station closing a mere twelve days away, very little has been done to ameliorate what may be an impending economic disaster for many of these businesses. The Chicago Transit Authority has lined up some pro-bono business services that are designed to aid medium to big sized enterprises but there has been nothing to address the specific needs of the diverse language "Mom & Pop" businesses typically found in close proximity to these Brown Line stations; and

WHEREAS, The Kedzie Avenue businesses near the Brown Line station scheduled to close on February 20, 2006 for at least six months are among the most diverse

found anywhere in the City of Chicago. Many are too small to benefit from anything that has been offered to date. Their most immediate need is to restore the pedestrian traffic that will be greatly diminished by the planned station closure; now, therefore,

Be It Resolved, That, in order to both benefit businesses during the Brown Line renovation as well as serve an underserved population, the Chicago Transit Authority immediately restore bus service on Kedzie Avenue from Milwaukee Avenue on the south to Chicago Public School's North Side Preparatory Academy on the north; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Transit Authority officials.

COMMITTEE ON ZONING.

APPOINTMENT OF MS. PATRICIA SCUDIERO AS ZONING ADMINISTRATOR.

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366,

15378, 15369, 15370, 15364, 15266 and 15101 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 and substitute ordinance transmitted herewith.

Again, please let the record reflect that Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 committee's recommendation *Concurred In* and the said proposed appointment of Ms. Patricia Scudiero as Zoning Administrator was *Approved* 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, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

AMENDMENT OF TITLES 2 AND 17 OF MUNICIPAL CODE OF
CHICAGO BY TRANSFERRING RESPONSIBILITY FOR CERTAIN
ZONING-RELATED APPROVALS, PERMIT ISSUANCES AND
FEES FROM DEPARTMENT OF CONSTRUCTION
AND PERMITS TO DEPARTMENT OF ZONING.
(Application Number TAD 346)

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 10, 2005, I beg leave to recommend that Your Honorable Body *Pass* one text amendment transmitted herewith amending the Municipal Code and Zoning Ordinance by deleting and adding language for the transfer of responsibilities from the Department of Construction and Permits (D.C.A.P.) to the Department of Zoning pertaining to the examination and approval of plans, and the granting of permits. This amendment is referred to as TAD-346.

At this time, I move for passage of the ordinance transmitted herewith.

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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to Municipal Code Chapter 2-23-040(c), the duties of the executive director (the "Executive Director") of the Department of Construction and Permits ("D.C.A.P.") currently include examining and approving all plans, including for compliance with applicable zoning laws and the landscaping provisions of the Chicago Zoning Ordinance, Municipal Code Chapter 17-1-0100, et seq. (as amended from time to time, the "Zoning Ordinance"); and

WHEREAS, Pursuant to Municipal Code Chapter 2-23-040(d), the duties of the Executive Director D.C.A.P. also include issuing all permits and granting all approvals on behalf of various City departments, including, without limitation, the zoning department; and

WHEREAS, The City desires to amend the Municipal Code and Zoning Ordinance to transfer responsibility for zoning-related approvals required in connection with the examination and approval of plans, and the granting of permits, from D.C.A.P. to the Department of Zoning; now, therefore,

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

SECTION 1. The above recitals are herein incorporated by reference and made the findings of the City Council.

SECTION 2. Section 2-23-040(c) of the Municipal Code of Chicago is hereby amended by deleting the stricken language, and adding the underscored language, shown below:

...(c) to examine and approve all plans, and to issue all permits, as may be required by ordinance, ~~including the landscaping provisions of the Chicago Zoning Ordinance,~~ except for zoning approvals governed by Section 17-14-0202-O of the Zoning Ordinance;

SECTION 3. Section 2-23-040(d) of the Municipal Code of Chicago is hereby amended by deleting the stricken language, and adding the underscored language, shown below:

...(d) to issue any permits or grant any approvals relating to the construction and demolition of buildings or other structures, including permits and approvals on behalf of any other department or office, other than approvals by the department of zoning governed by Section 17-14-0202-O of the Zoning Ordinance, including any of the following: the departments of buildings, environment, ~~zoning~~, water management, transportation, streets and sanitation, planning and development, public health, and revenue; the fire department; and the mayor's office for people with disabilities; and in such case any reference in this Code to such other

department of office may be considered a reference to the department of construction and permits or the executive director of construction and permits;

SECTION 4. Chapter 17-14-0202 of the Zoning Ordinance, which sets forth duties of the Zoning Administrator, is amended by adding the following new subchapter 17-14-0202-O, which shall read as follows:

17-14-0202-O Examining all plans submitted to the department of construction and permits for conformity with the Zoning Ordinance, and granting all zoning approvals in connection with the issuance of permits for the construction of buildings or structures, including, without limitation, landscaping approvals and determination of the amount of any open space impact fees payable under Chapter 16-18 of the Municipal Code;

SECTION 5. 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 6. This ordinance shall control and govern over any ordinances, resolutions, motions or orders in conflict with this ordinance.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 1-G, 4-I,
5-J, 7-H, 9-I, 9-N, 10-E AND 11-I.

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 and substitute ordinance transmitted herewith.

Again, please let the record reflect that Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the 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-G.
(Application Number 15366)

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 M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Grand Avenue; a line 200 feet west of and parallel to North Noble Street; a line 100.50 feet south of West Grand Avenue; a line 197.80 feet west of and parallel to North Noble Street; West Ferdinand Street; a line 247.8 feet west of and parallel to North Noble Street; a line 100.50 feet south of and parallel to West Grand Avenue; and a line 250 feet west of and parallel to North Noble Street,

to those of an RM5 Residential Multi-Unit 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 15378)

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 B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 76 feet north of and parallel to West 18th Street; the alley next east of and parallel to South California Avenue; West 18th Street; and South California Avenue,

to those of a B2-3 Neighborhood Mixed-Use 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-J.
(Application Number 15370)*

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-J in the area bounded by:

a line 29 feet north of and parallel to West Cortland Street; North Spaulding Avenue; West Cortland Street; and the alley next west of and parallel to North Spaulding Avenue,

to those of an RM4.5 Residential Multi-Unit 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 15369)

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 RS3 Residential Single-Unit (Detached House) District and M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-H in area bounded by:

West Wellington Avenue; the westerly right-of-way line of the Chicago & Northwestern Railroad; a line 133.03 feet south of and parallel to West Wellington Avenue; and North Honore Street,

to those of an RT4 Residential Two-Flat and Multi-Unit 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-I.
(Application Number 15266)

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 C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-I in the area bounded by:

North Kedzie Avenue; a line 99.43 feet north of and parallel to West Waveland Avenue; the public alley next east of and parallel to North Kedzie Avenue; and a line 24.43 feet north of and parallel to West Waveland Avenue,

to those of a B1-3 Neighborhood Shopping 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-N.
(Application Number 15364)

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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-N in the area bounded by:

a line 122 feet south of and parallel to West Addison Street; North Nagle Avenue;
a line 152 feet south of and parallel to West Addison Street; and the alley next west of and parallel to North Nagle Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-E.
(As Amended)
(Application Number 15386)

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 M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 10-E in the area bounded by:

East 41st Street; the alley next east of and parallel to South State Street; a line 225.22 feet south of and parallel to East 41st Street; and South State Street,

to those of an C1-2 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-I.
(Application Number 15101)

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-I in the area bounded by:

West Lawrence Avenue; a line 150 feet west of and parallel to North Virginia Avenue; the alley next south of and parallel to West Lawrence Avenue; and the easterly line of the Sanitary District-North Shore Canal,

to those of an RM5 Residential Multi-Unit District and a corresponding uses 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 4-E AND 4-G.

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 and substitute ordinance transmitted herewith.

Again, please let the record reflect that Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 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, Olivo, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to these ordinances in previous and unrelated matters.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 15124)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development Number 786 designations and DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 4-E in the area bounded by:

a line 623.96 feet north of and parallel with East 18th Street; the western right-of-way line of the Illinois Central Railroad (also described as a line from a point 623.96 feet north of East 18th Street, as measured from the northerly right-of-way line of East 18th Street and 119.65 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue to a point 568.58 feet north of East 18th Street as measured from the northerly right-of-way line of East 18th Street and 136.25 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue; a line from a point 568.58 feet north of East 18th Street as measured from the northerly right-of-way line of East 18th Street and 136.25 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue to a point 421.18 feet east of South Prairie Avenue, as measured along the northerly right-of-way line of East 18th Street); East 18th Street as extended where no street exists; South Calumet Avenue; the alley next south of East 18th Street; the alley next west of South Calumet Avenue; East 18th Street; and South Prairie Avenue and also the property and space of the Illinois Central Railroad Company lying above a horizontal plane having an elevation of 65.00 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land property and space, described as follows:

that part of Lot 12 in Assessors Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago in the southwest fractional quarter of fractional Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

commencing at the southwest corner of said Lot 12; thence north 89 degrees, 56 minutes, 28 seconds east, along the south line thereof, 51.17 feet to the point of beginning; thence north 00 degrees, 03 minutes, 32 seconds west, 5.85 feet; thence north 89 degrees, 56 minutes, 28 seconds east, 47.11 feet; thence south 27 degrees, 10 minutes, 23 seconds east, 6.58 feet to the south line of said Lot 12; and thence south 89 degrees, 56 minutes, 28 seconds west, along the south line of said Lot 12, a distance of 50.11 feet to the point of beginning, in Cook County, Illinois,

to those of Residential Planned Development Number 786, as amended, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the plan of development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance reads as follows:

Residential Planned Development Number 786, As Amended.

Plan Of Development Statement.

1. The area delineated herein as Residential Planned Development Number 786, as amended, consists of approximately two hundred eleven thousand two hundred seventeen (211,217) square feet (four and eighty-five hundredths (4.85) acres) and the undeveloped portion thereof is owned or controlled by the applicant, Central Station, L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholder 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 17-8-0400 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. Central Station L.L.C. shall retain single designated control and shall be deemed to be the authorized party for any further amendment, modification or change relating to Subarea C until Central Station L.L.C. shall designate in writing the party or parties authorized to make application for any future amendment, modification or change.

- 4 This plan of development consists of these thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map, a Neighborhood Land-Use Map; a Planned Development Boundary and Property Line Map -- Subareas A, B and C; a Site Plan -- Subareas A, B and C; a Planned Development Boundary and Property Line Map -- Subarea C; a Landscape Plan -- Subarea C; a 1600 Museum Park Site Plan -- Subarea C; a 1600 Museum Park Landscape Plan -- Subarea C; a 1600 Museum Park First Floor Plan; a 1600 Museum Park Seventh Floor Plan; a 1600 Museum Park West Elevation; a 1600 Museum Park East Elevation; a 1600 Museum Park North Elevation; 1600 Museum Park South Elevation dated February 16, 2006, prepared by Pappageorge/Haymes Architects; a Site/Landscape Plan and Building Elevations dated July 18, 2002 prepared by Warman Olsen Warman Architects; a Landscape Plan -- Subarea A and B, Enlarged Landscape Plans, Townhome Elevations (South Prairie Avenue, Calumet Avenue, Calumet Parkway, 18th Street) South Tower Elevation, North Tower Elevation, West Tower Elevation, East Tower Elevation and Building Section through Tower and Townhome dated June 14, 2001 prepared by Warman Olsen Warman Architects. Full-size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply. In any instance where a provision of this planned development conflicts with the Chicago Building Code, the Building Code shall control.
5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development":
 - Subarea A: Attached townhomes and accessory parking and related uses.
 - Subarea B: Multi-family dwelling units in an elevator building; attached townhomes, and accessory parking and related uses.

Subarea C: Multi-family dwelling units in an elevator building, attached townhomes, residential support services, accessory parking, and related uses.

Residential use is expressly permitted below the second (2nd) floor in all subareas. Residential Support Services shall be a permitted use in Subarea C only.

6. Identification and 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 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. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago.
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 plans, landscape plans, and building elevations listed in Statement Number 4 and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Garbage cans shall be stored indoors in garages and said requirement shall be expressly stated in the condominium documents for each townhome unit.
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 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 planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 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 this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development.
13. The applicant shall provide a vegetated ("green") roof on at least twenty-five percent (25%) of the net roof area of the high-rise building to be constructed within Subarea C of this planned development. "Net roof area" is defined as total roof area minus any required perimeter setbacks, roof top structures, and roof-mounted equipment. If City financial assistance is sought in connection with development within this planned development, then relevant City policy in effect at the time such assistance is sought regarding vegetated ("green") roofs and other environmental requirements shall apply.

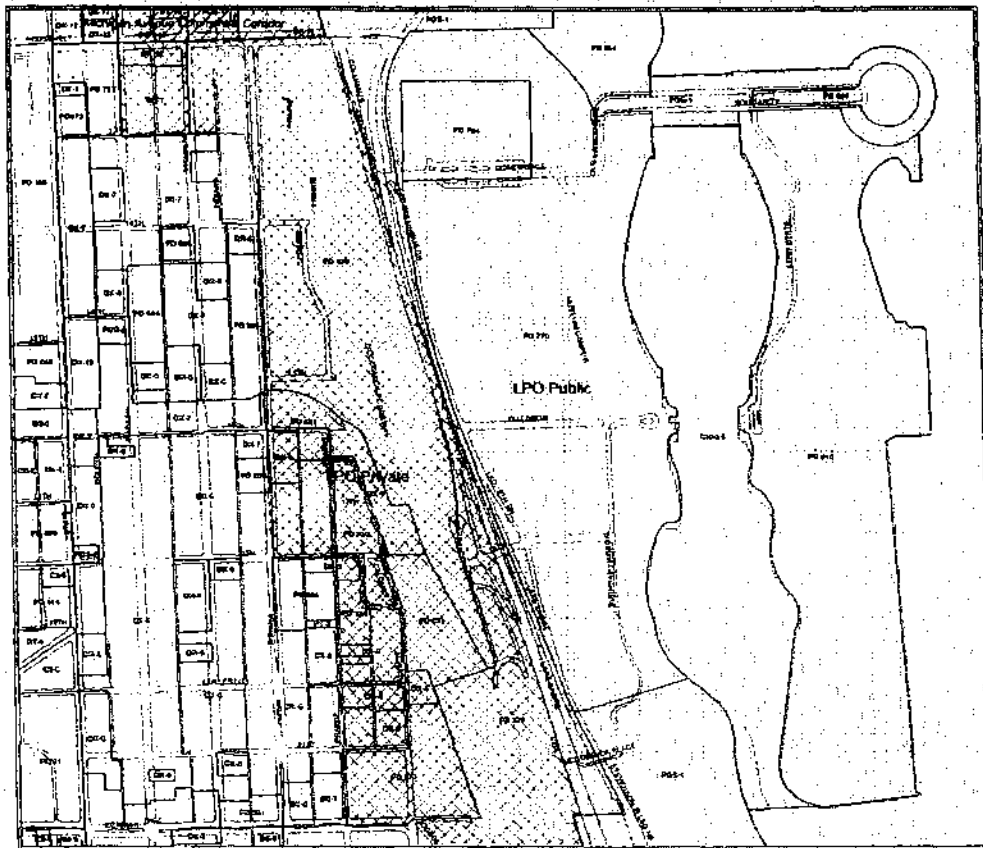
[Existing Zoning Map; Neighborhood Land-Use Map; Planned Development Boundary and Property Line Map -- Subareas A, B and C; Site Plan -- Subareas A, B and C; Planned Development Boundary and Property Line Map -- Subarea C; Landscape Plan -- Subarea C; 1600 Museum Park Site and Landscape Plans -- Subarea C; 1600 Museum Park Floor Plans and Building Elevations; Landscape Plans -- Subareas A and B; Enlarged Landscape Plans; Townhome and Tower Building Elevations; Building Sections; Landscape Plans -- Prairie District Homes II; Wall Elevation and Pylon/Gate Details; and Building Elevations -- Prairie Districts Homes II Townhomes referred to in these Plan of Development Statements printed on pages 71998 through 72032 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Bulk Regulations And Data Table.

	Subarea A	Subarea B	Subarea C	Total
Net Site Area (Square Feet):	43,419	88,869	78,929	211,217
Net Site Area (Acres):	1.00	2.04	1.81	4.85
Gross Site Area (Square Feet):	61,942	112,394	91,154	265,490
Gross Site Area (Acres):	1.42	2.58	2.09	6.09
Maximum Floor Area Ratio Square Footage:	86,838	319,928	472,705	879,471
Floor Area Ratio:	2.00	3.60	5.99	4.16
Minimum Number of Off-street Parking:	52	246	410	708
Maximum Number of Dwelling Unit:	28	201	296	525
Maximum Permitted Building Height:	Per approved Building Elevations			
Maximum Site Coverage:	Per approved Site Plan			
Minimum Periphery Setbacks:	Per approved Site Plan			

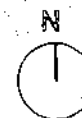
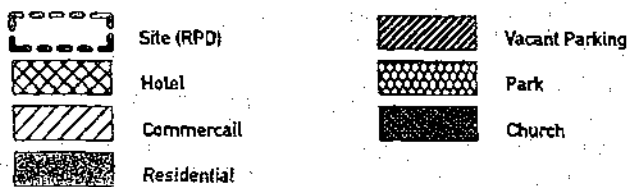
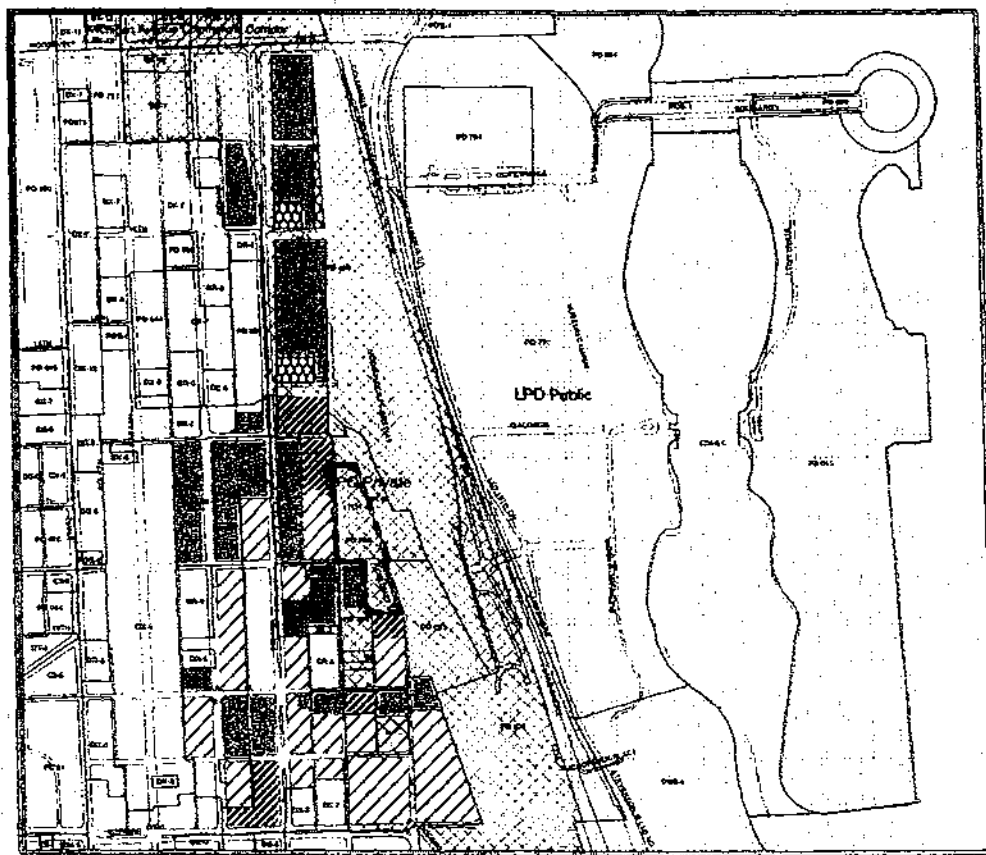
Existing Zoning Map.



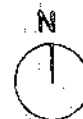
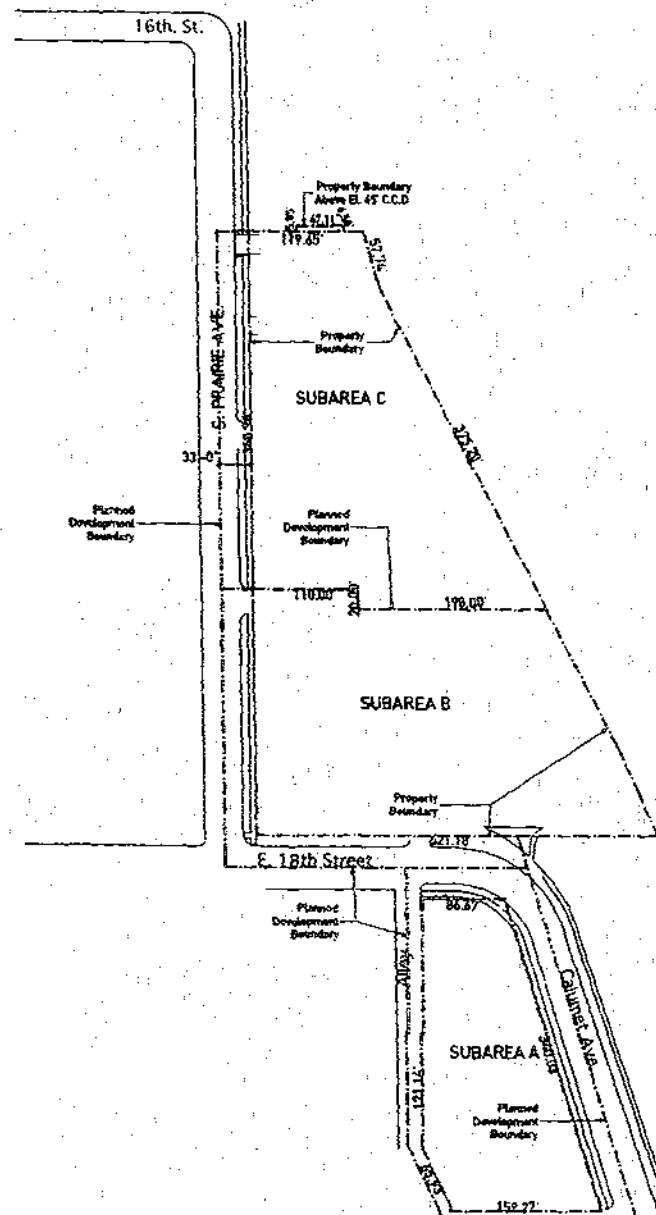
Site (RPD)



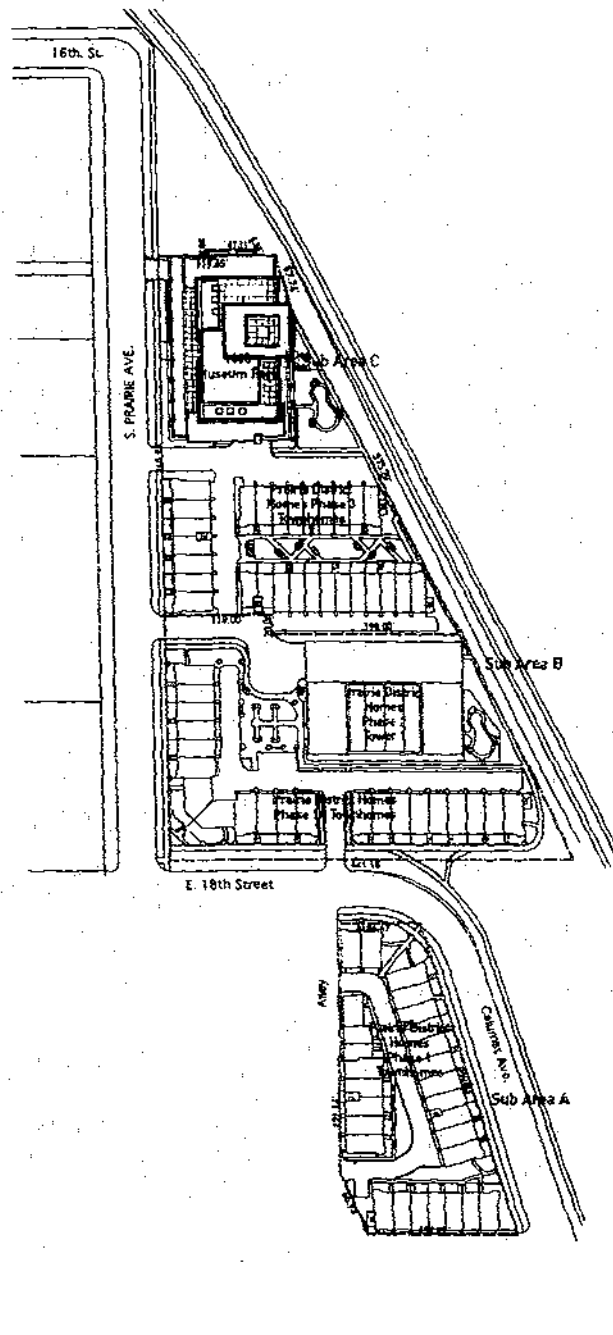
Neighborhood Land-Use Map.



Planned Development Boundary And Property
Line Map -- Subareas A, B And C.



Site Plan Subareas A, B And C.



16th. St.

S. PRAIRIE AVE.

Property Boundary Above El. 45' C.E.D.

119.65'

15.15'

Property Boundary

Planned Development Boundary

SUBAREA C

318.74'

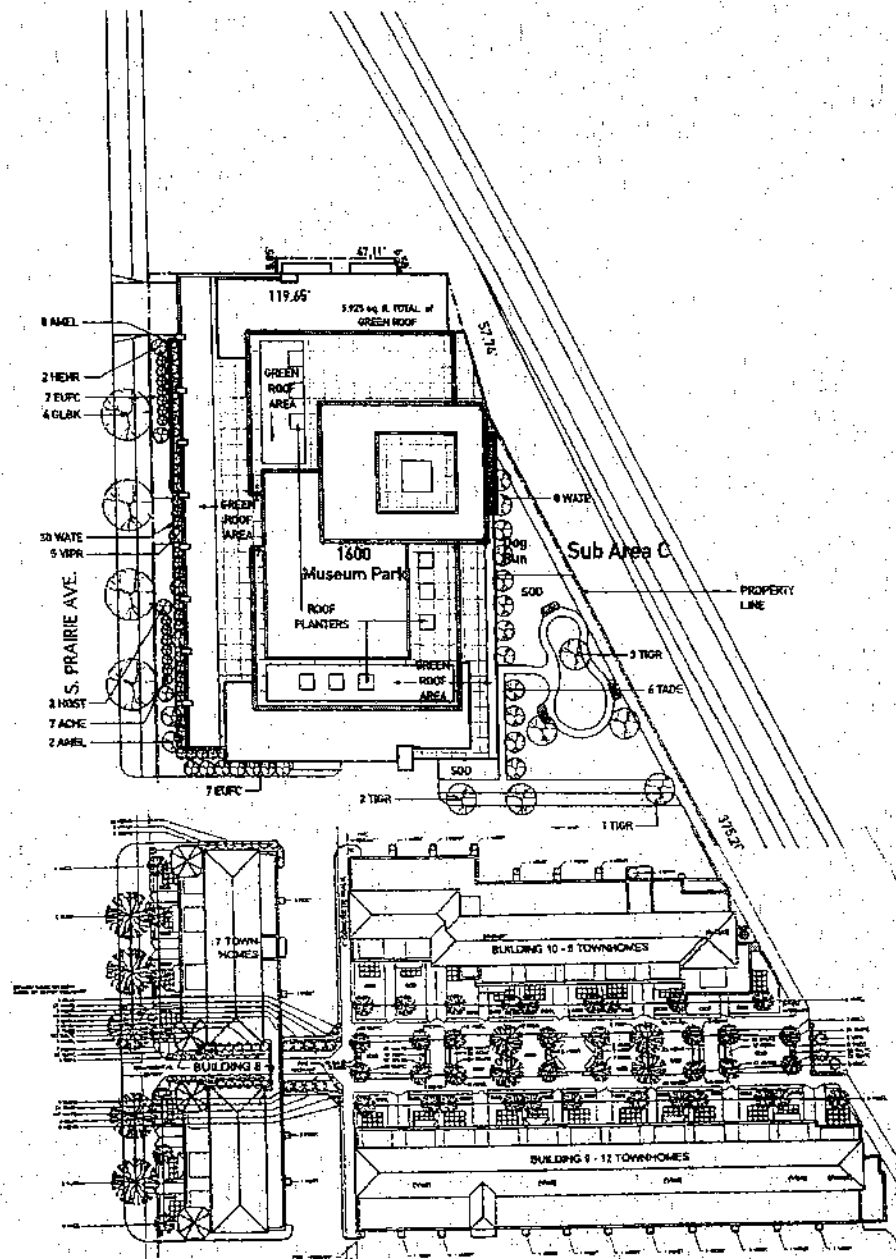
33.40'

110.00'

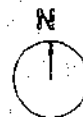
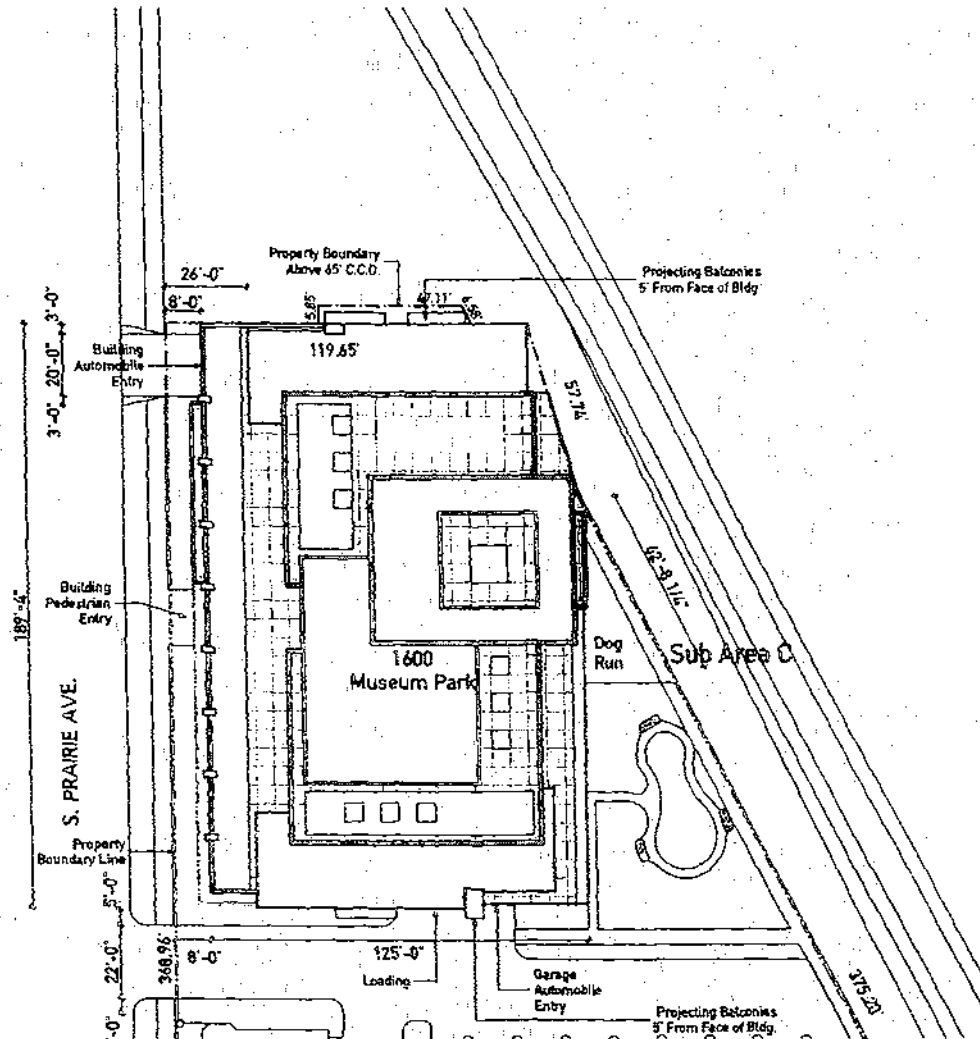
198.00'

North Arrow

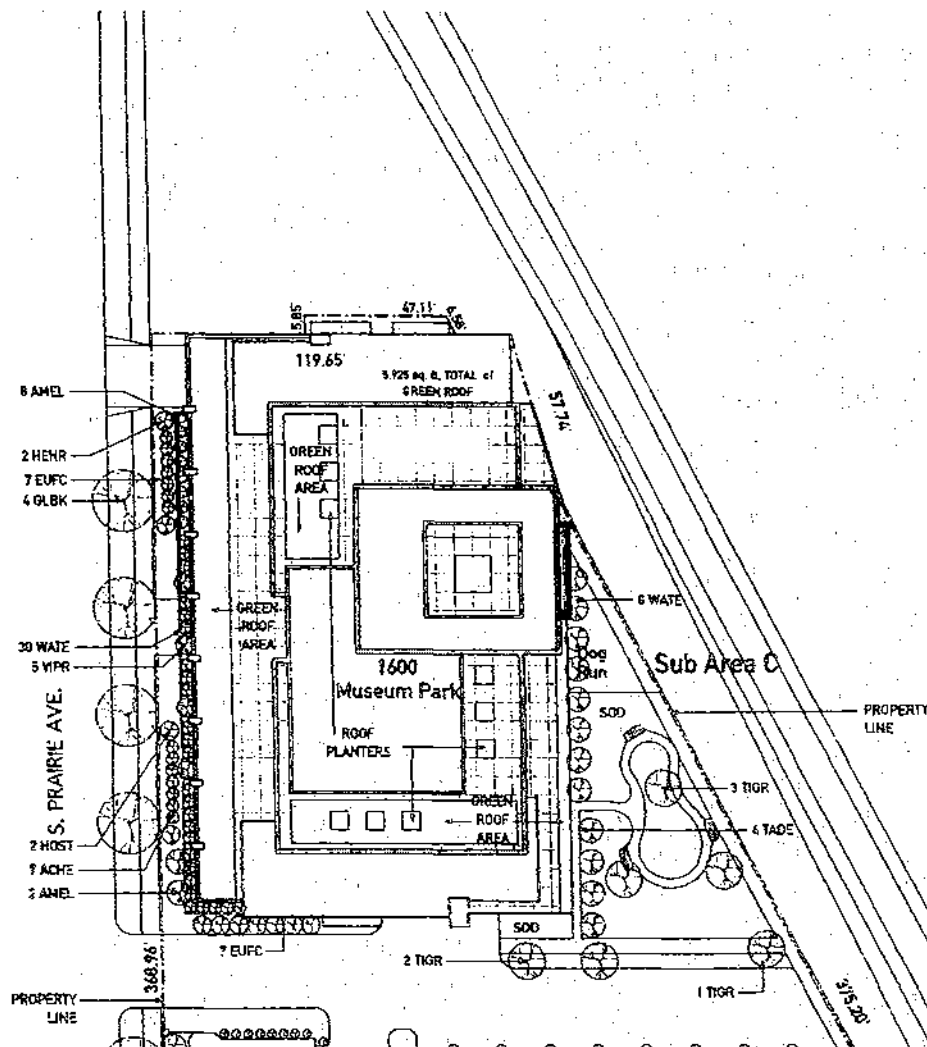
Landscape Plan -- Subarea C.



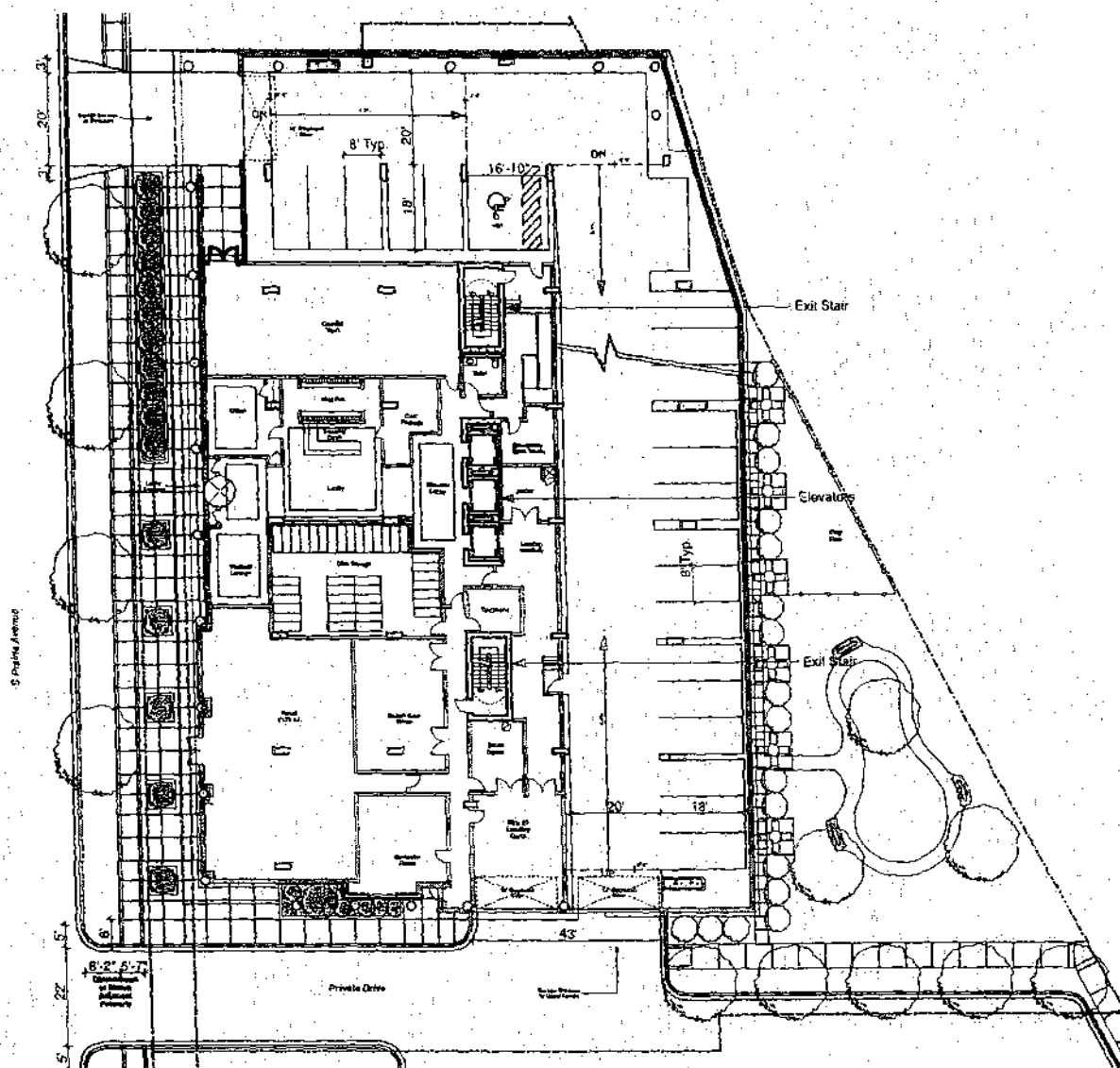
1600 Museum Park Site Plan -- Subarea C.



1600 Museum Park Landscape Plan -- Subarea C.



1600 Museum Park First Floor Plan.



5 Drake Avenue

Exit Station

Elevator

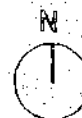
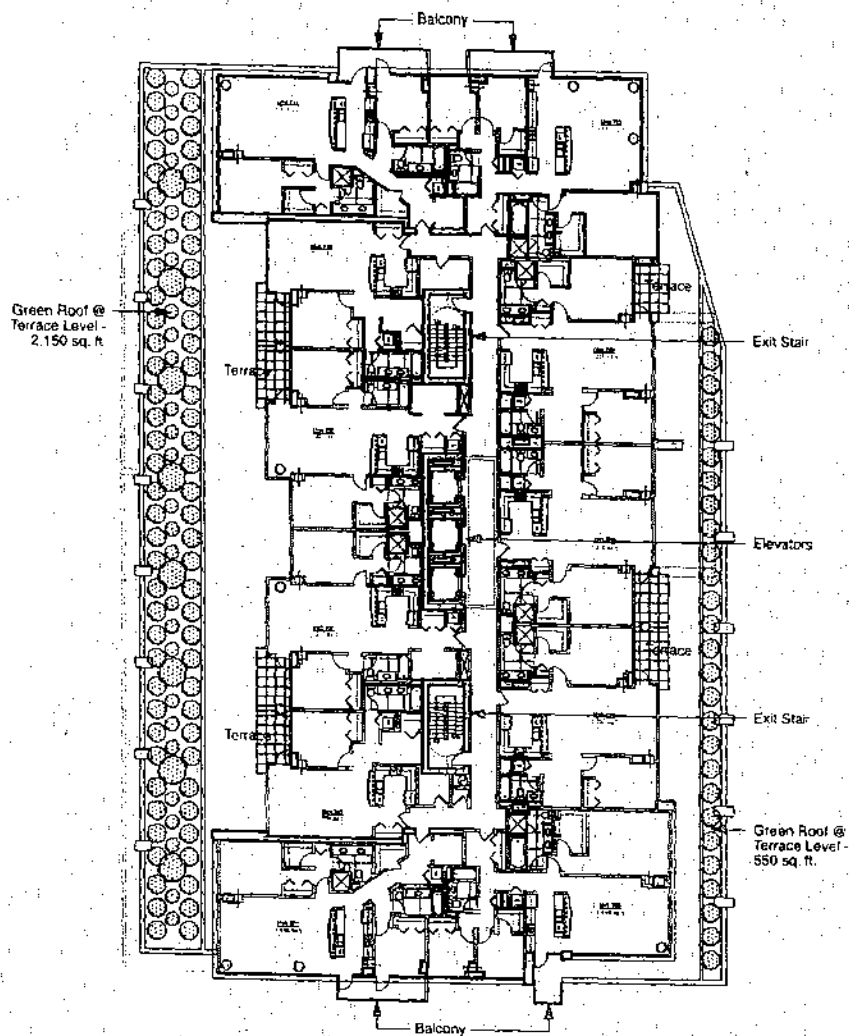
Exit \$15

Private Office

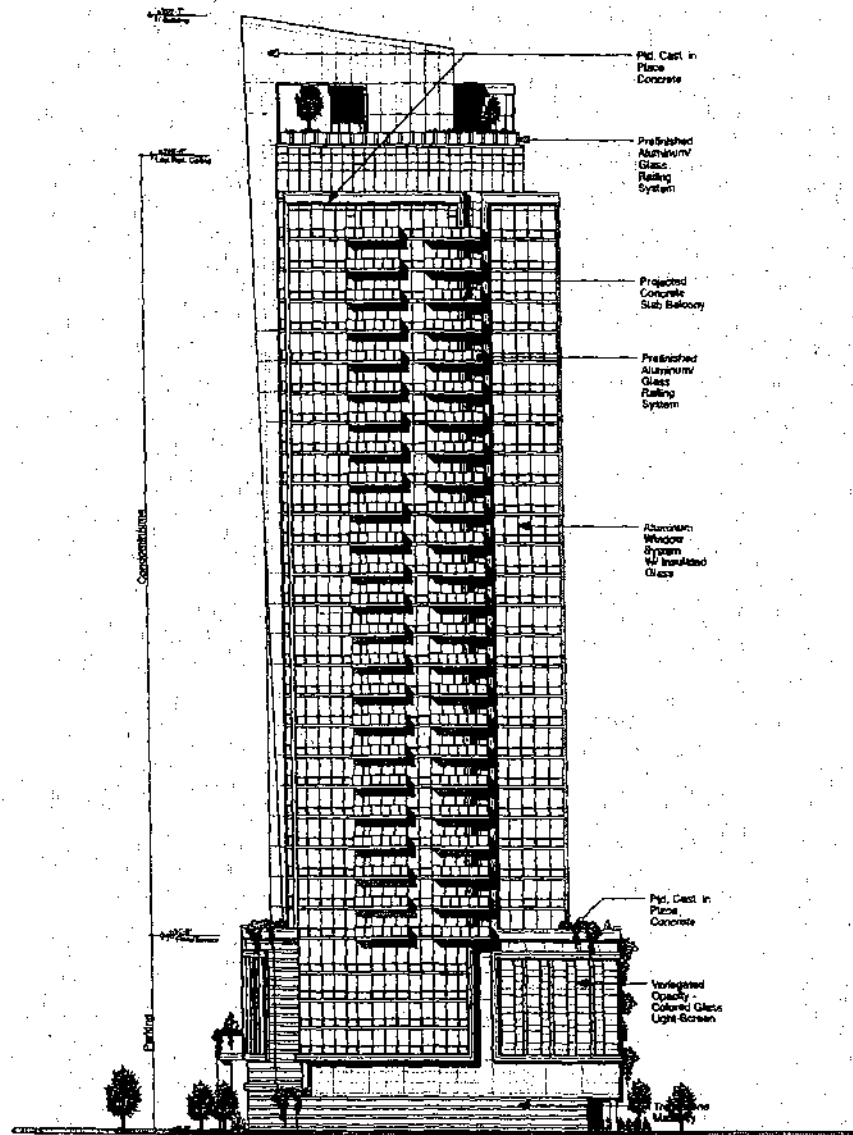
Executive Summary

N

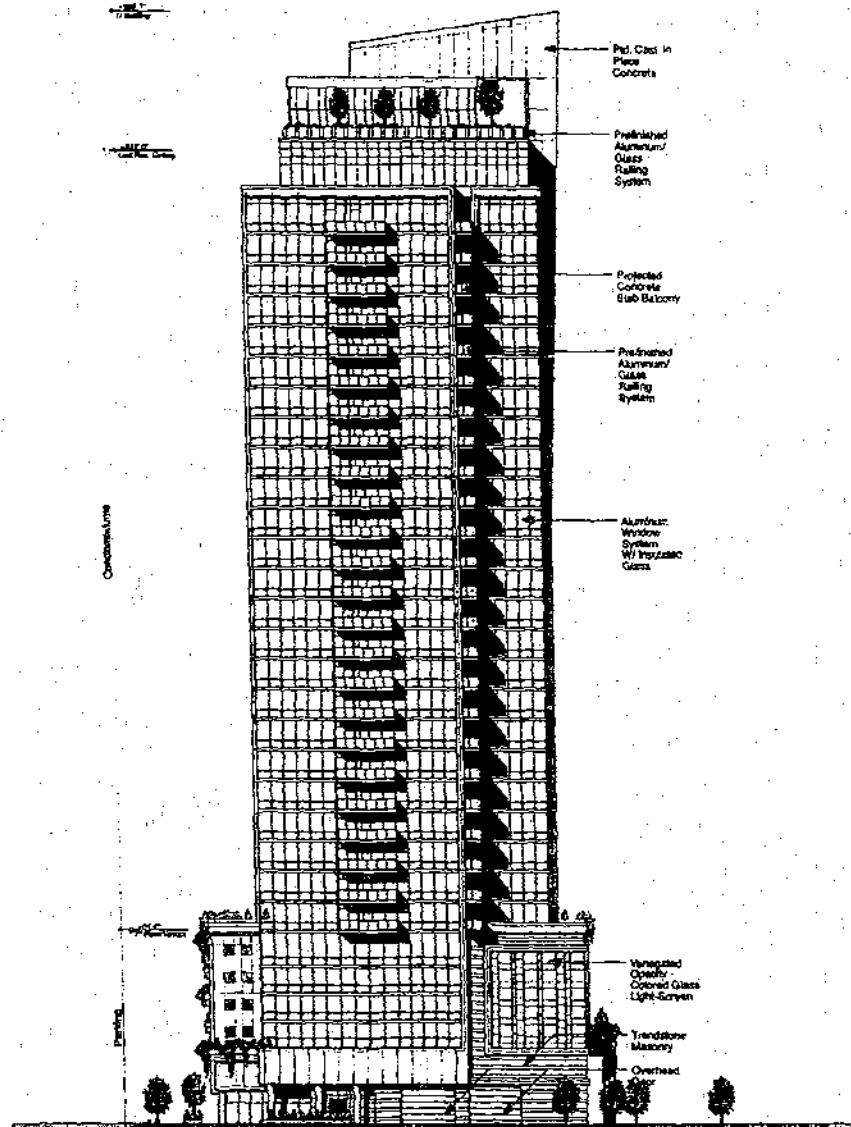
1600 Museum Park Seventh Floor Plan.



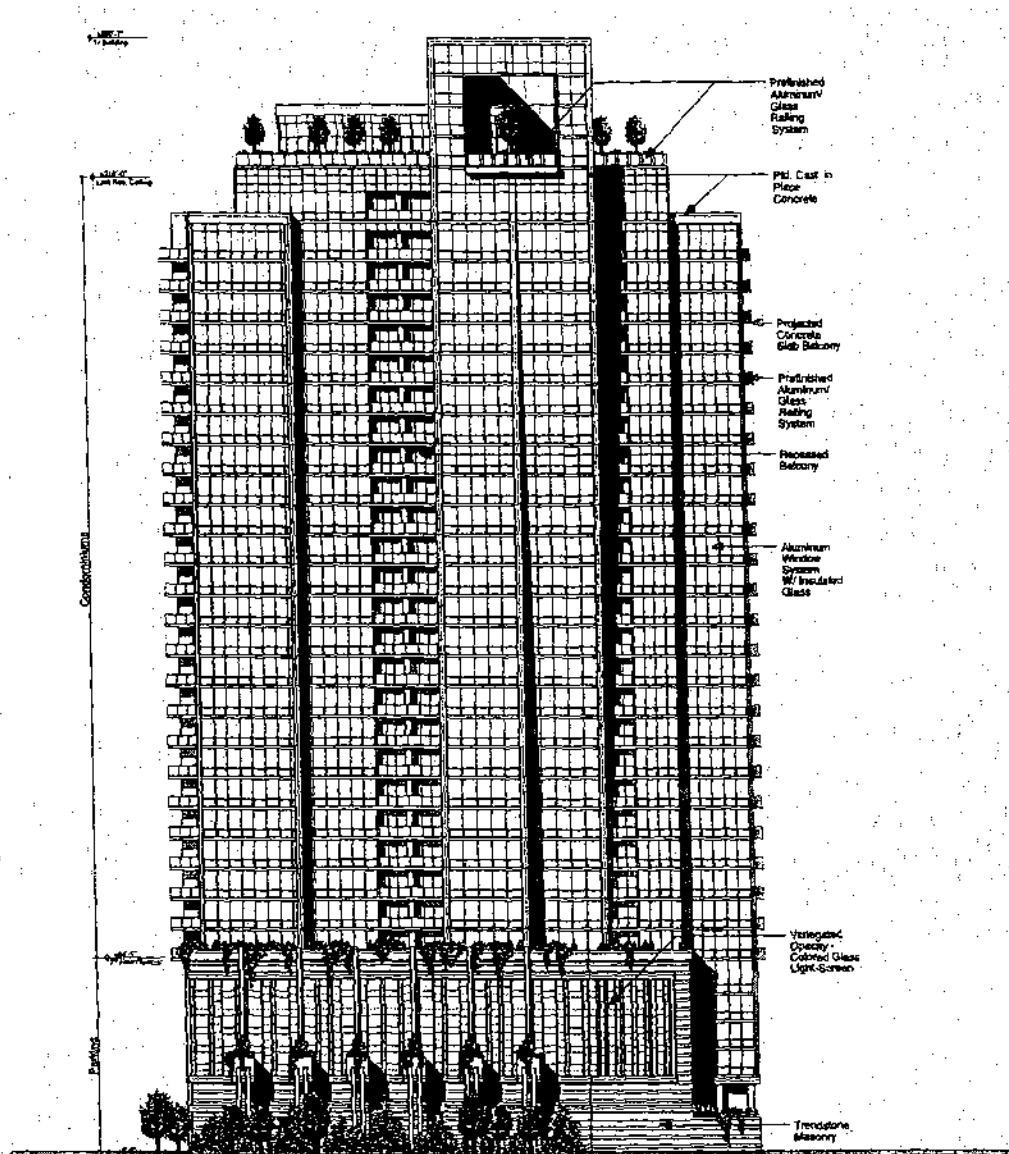
1600 Museum Park North Elevation.



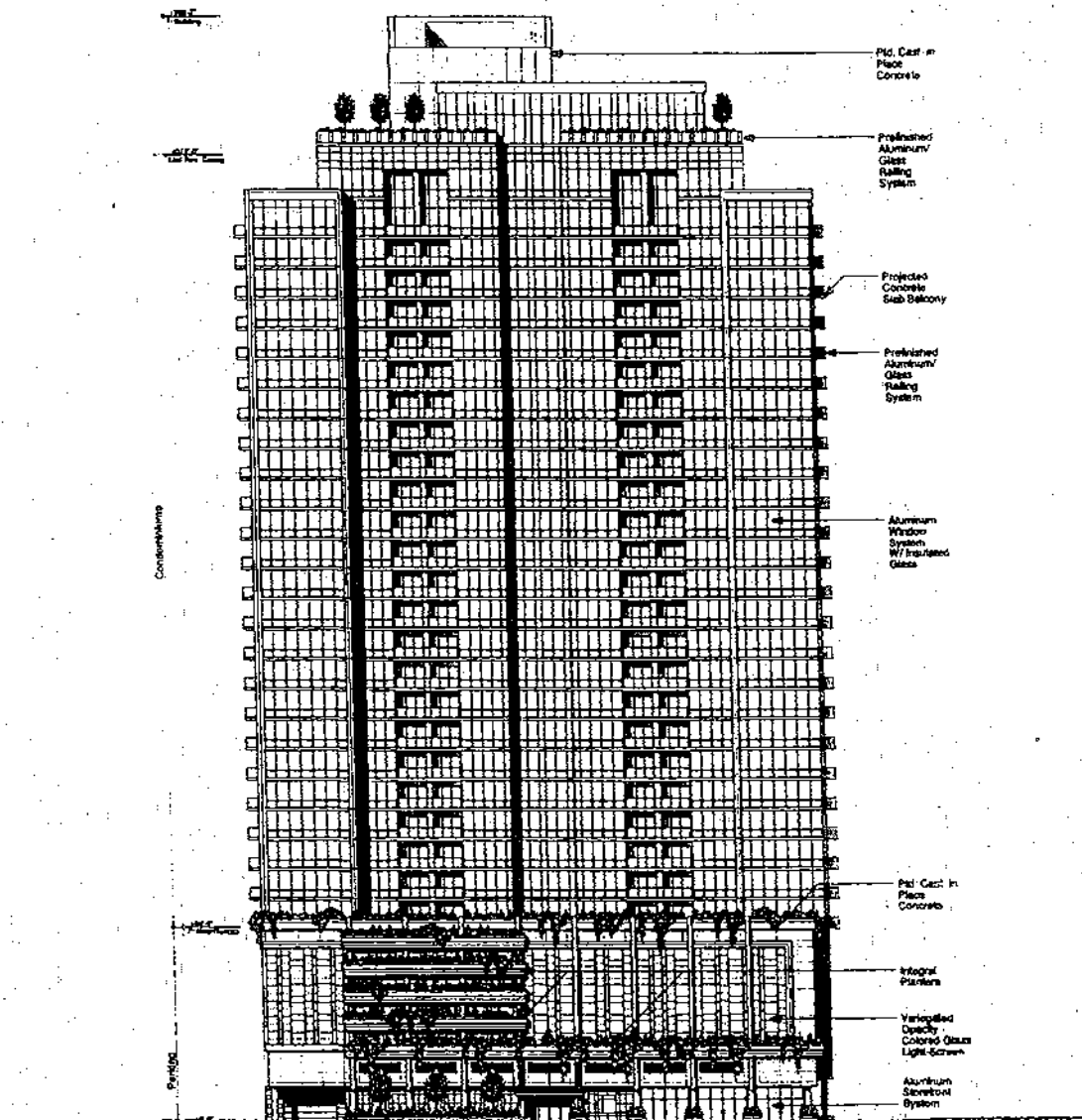
1600 Museum South Elevation.



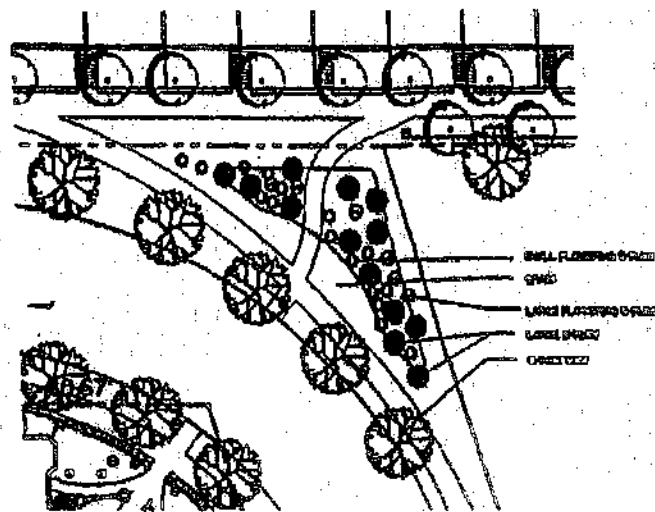
1600 Museum Park East Elevation.



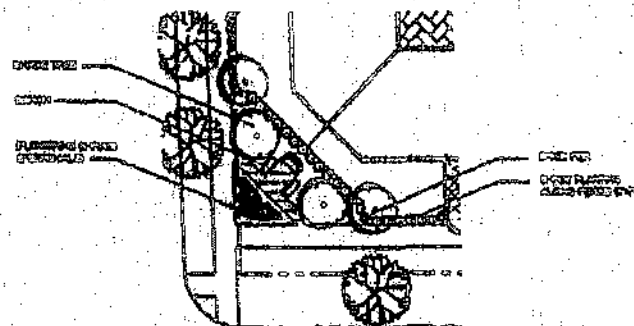
1600 Museum Park West Elevation.



Enlarged Landscape Plans.
(Page 1 of 3)

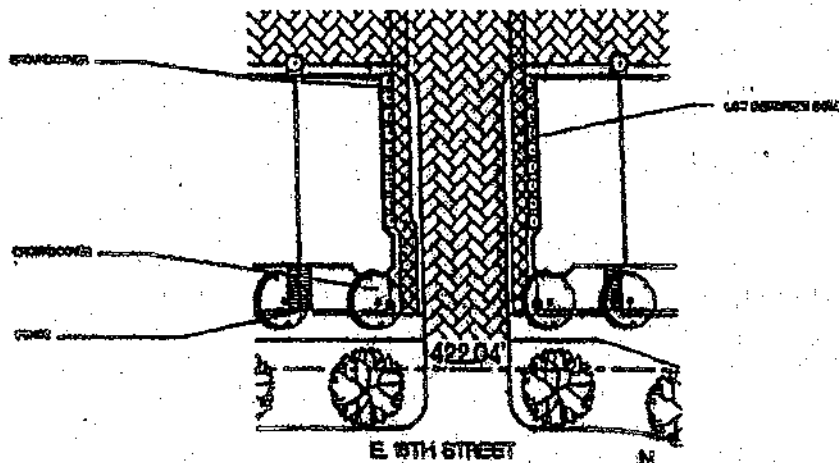


5 ENLARGED LANDSCAPE PLAN

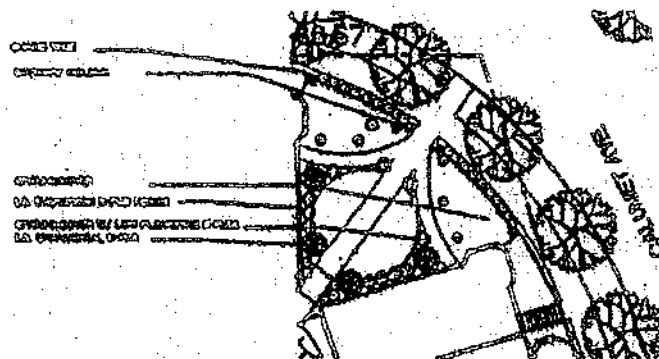


6 ENLARGED LANDSCAPE PLAN

Enlarged Landscape Plans.
(Page 2 of 3)

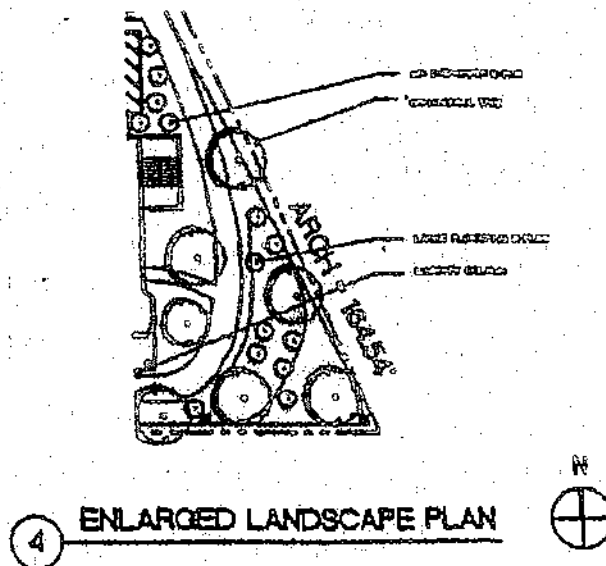
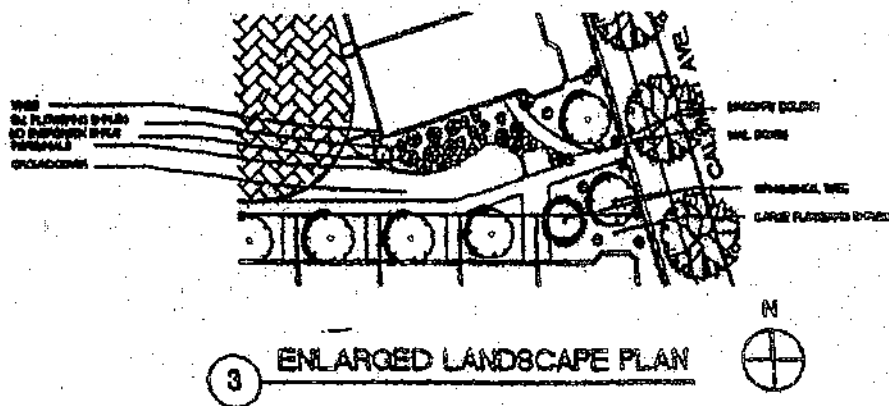


① ENLARGED LANDSCAPE PLAN

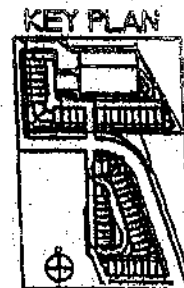
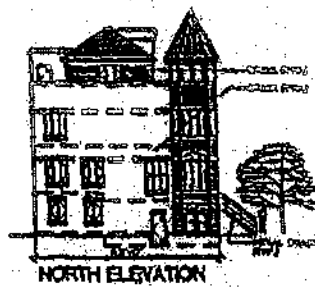
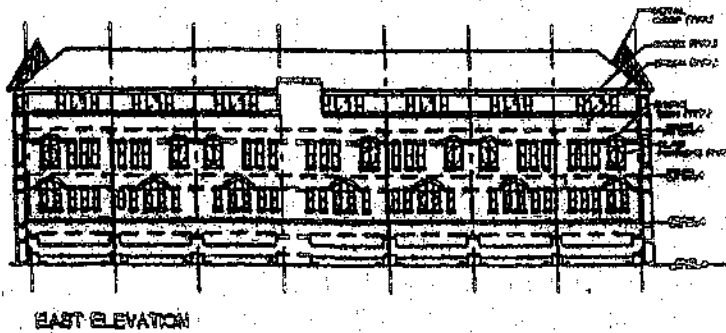
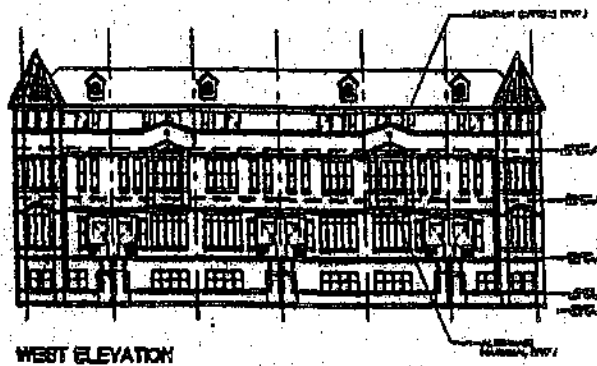


② ENLARGED LANDSCAPE PLAN

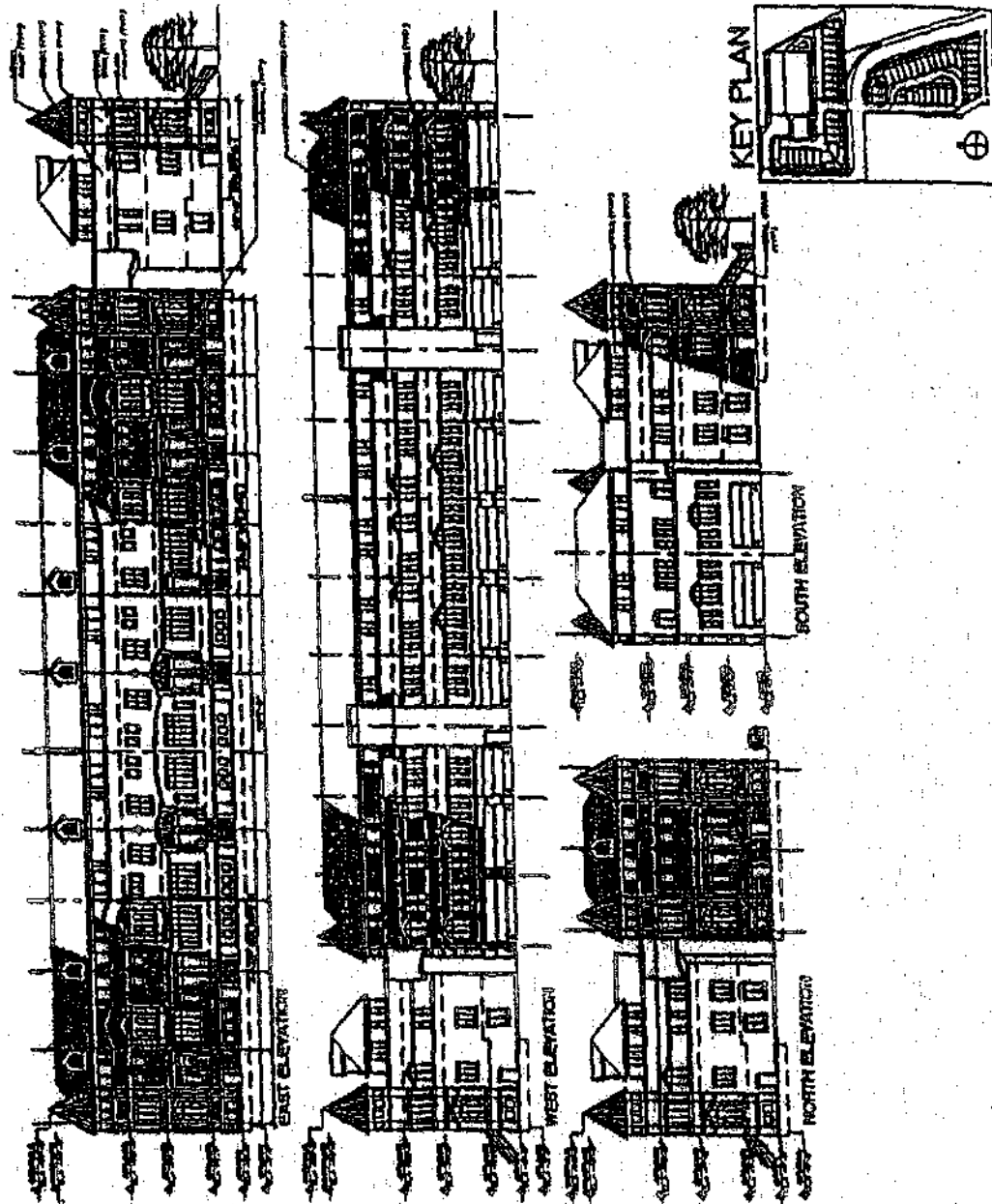
Enlarged Landscape Plans.
(Page 3 of 3)



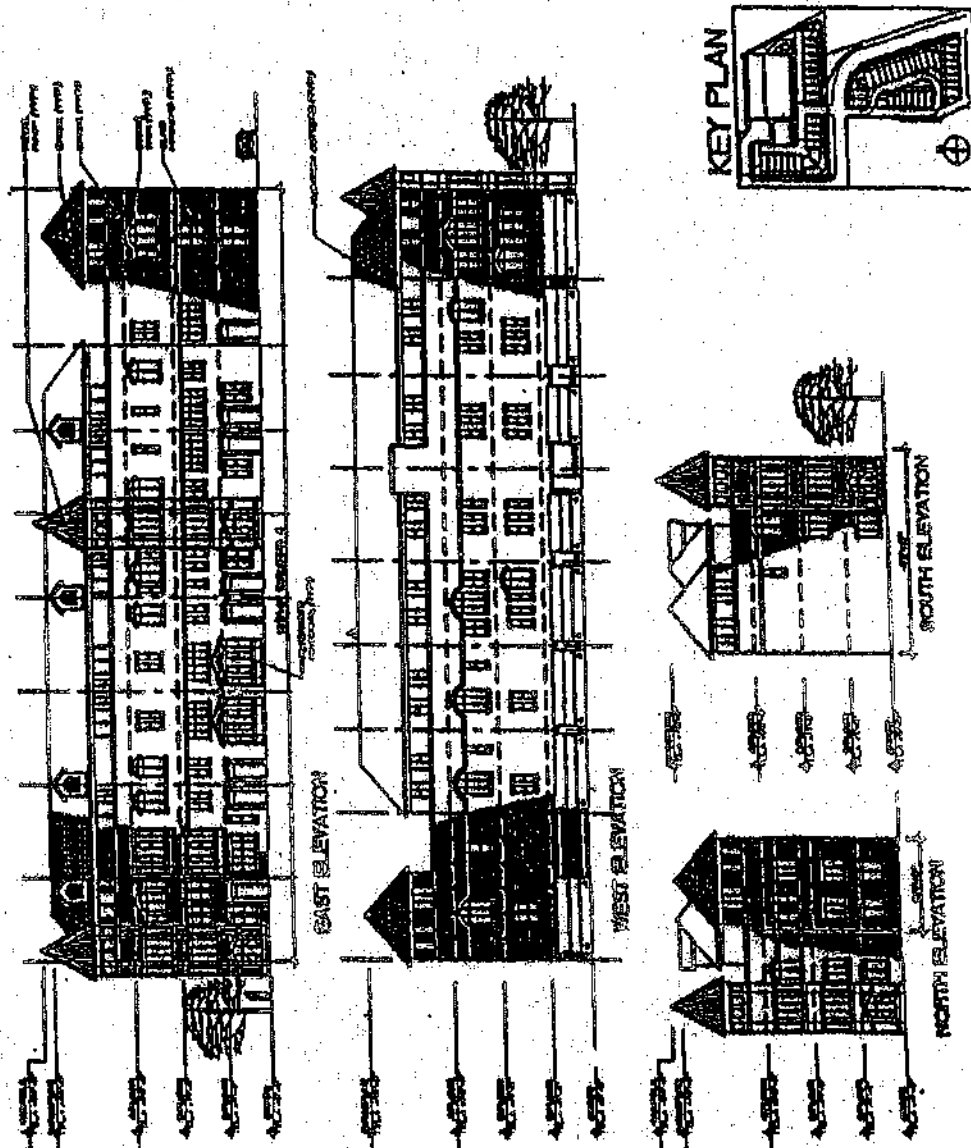
Townhomes -- South Prairie Avenue.
(1721 -- 1733)



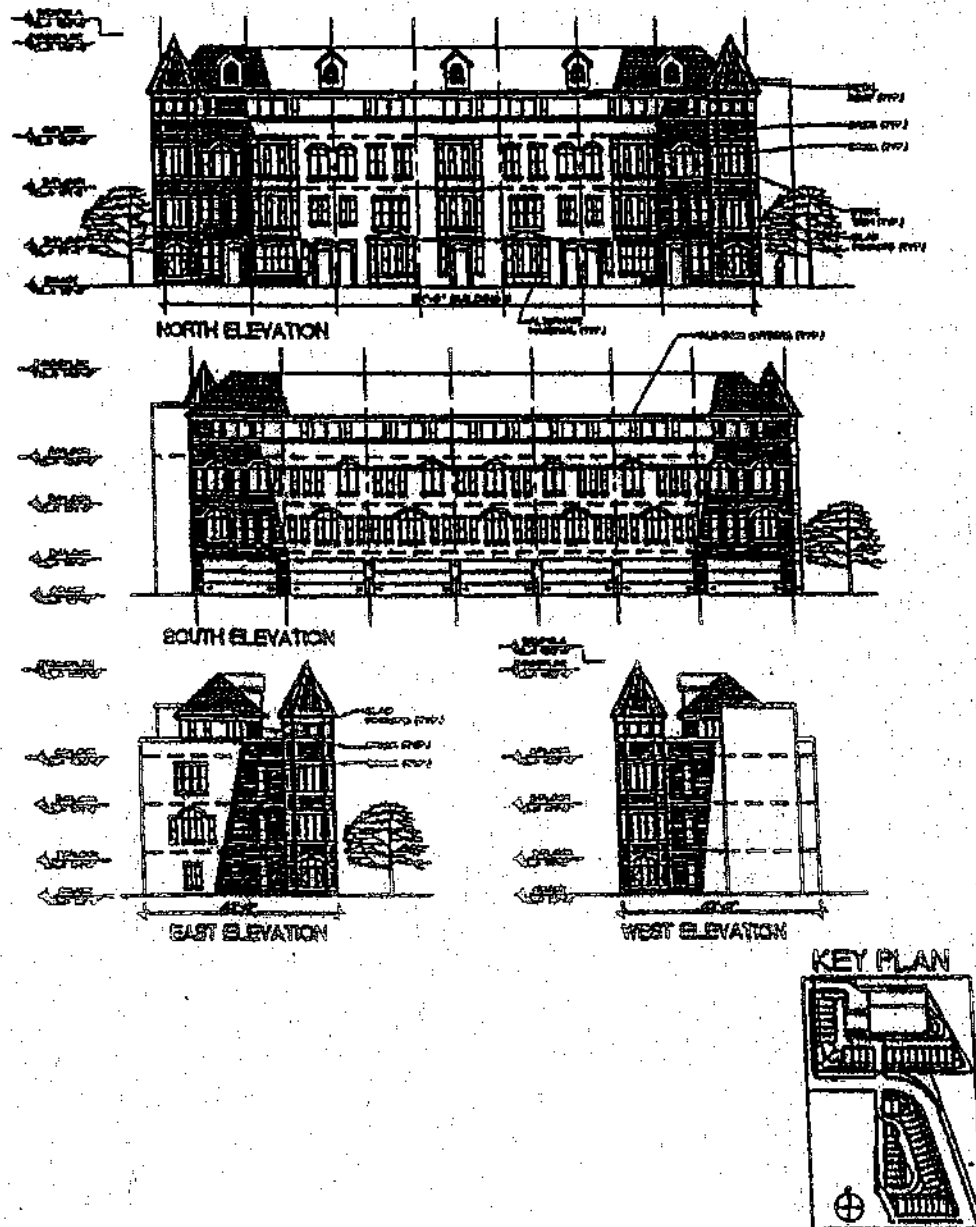
Townhomes -- South Calumet Avenue.
(1800 -- 1820)



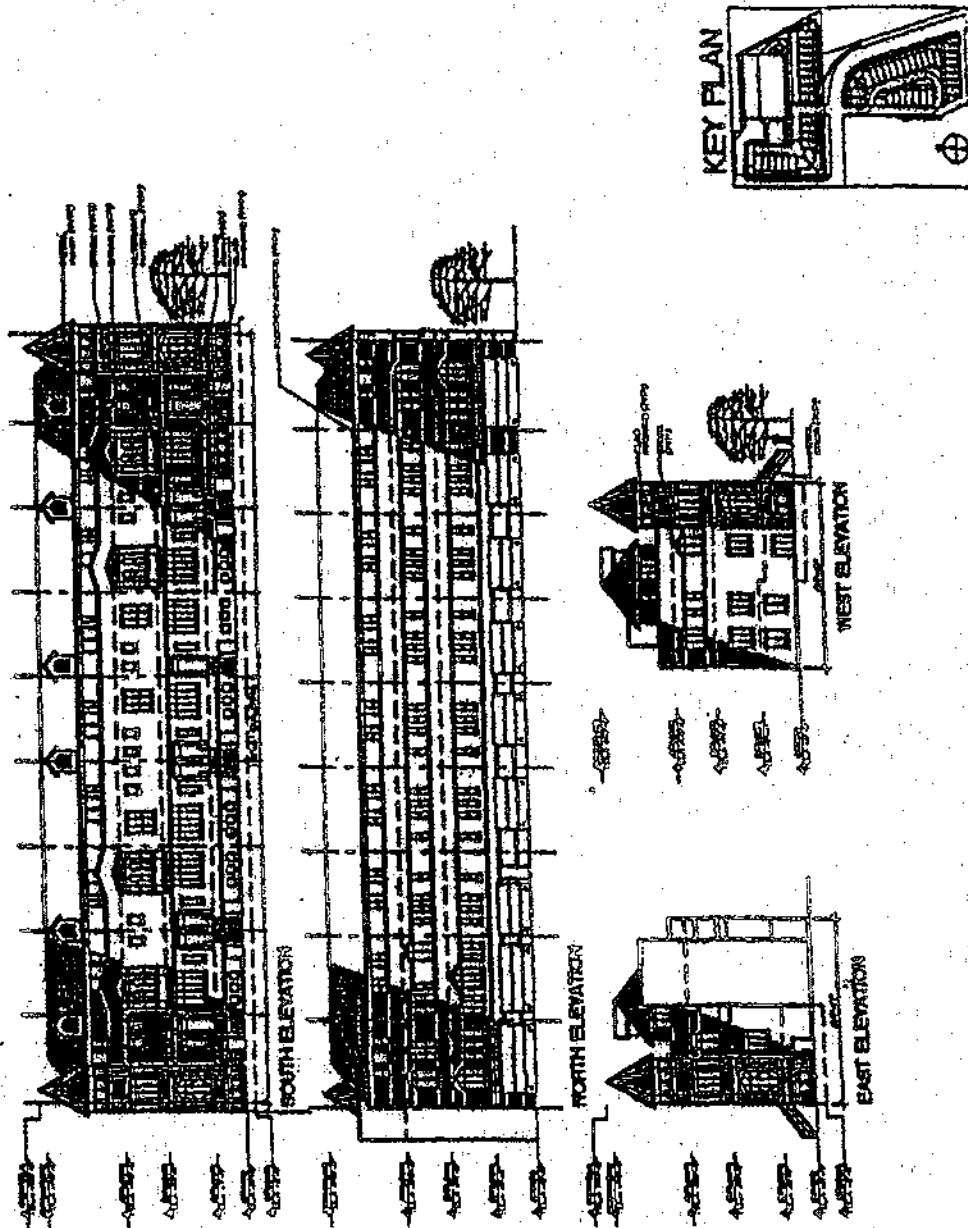
Townhomes -- South Calumet Parkway.
(1806 -- 1820)



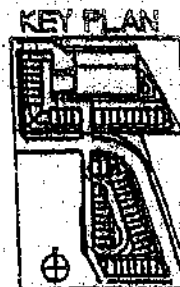
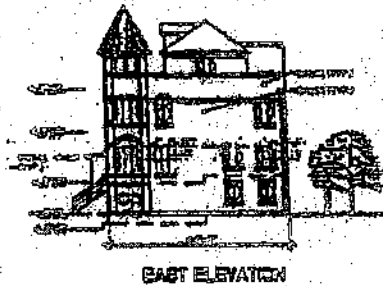
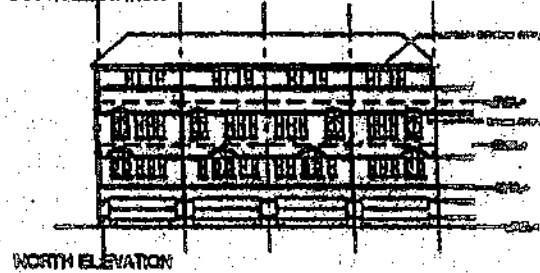
Townhomes -- South Calumet Parkway.
(1830)



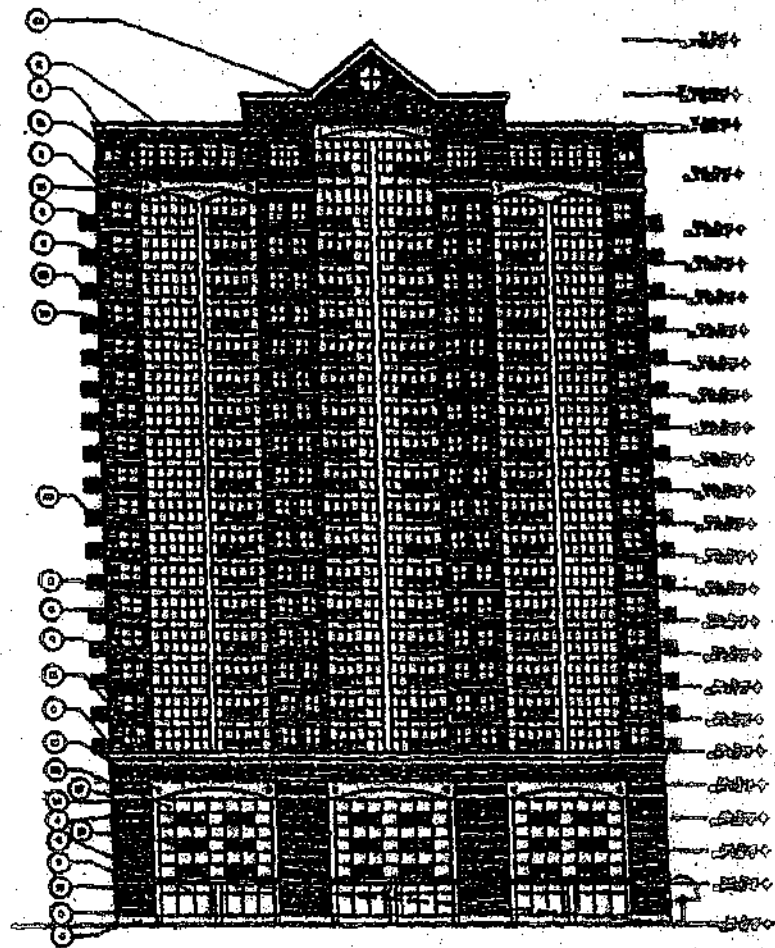
Townhomes -- East 18th Street.
(310 -- 326)



Townhomes -- East 18th Street.
(300 -- 308)

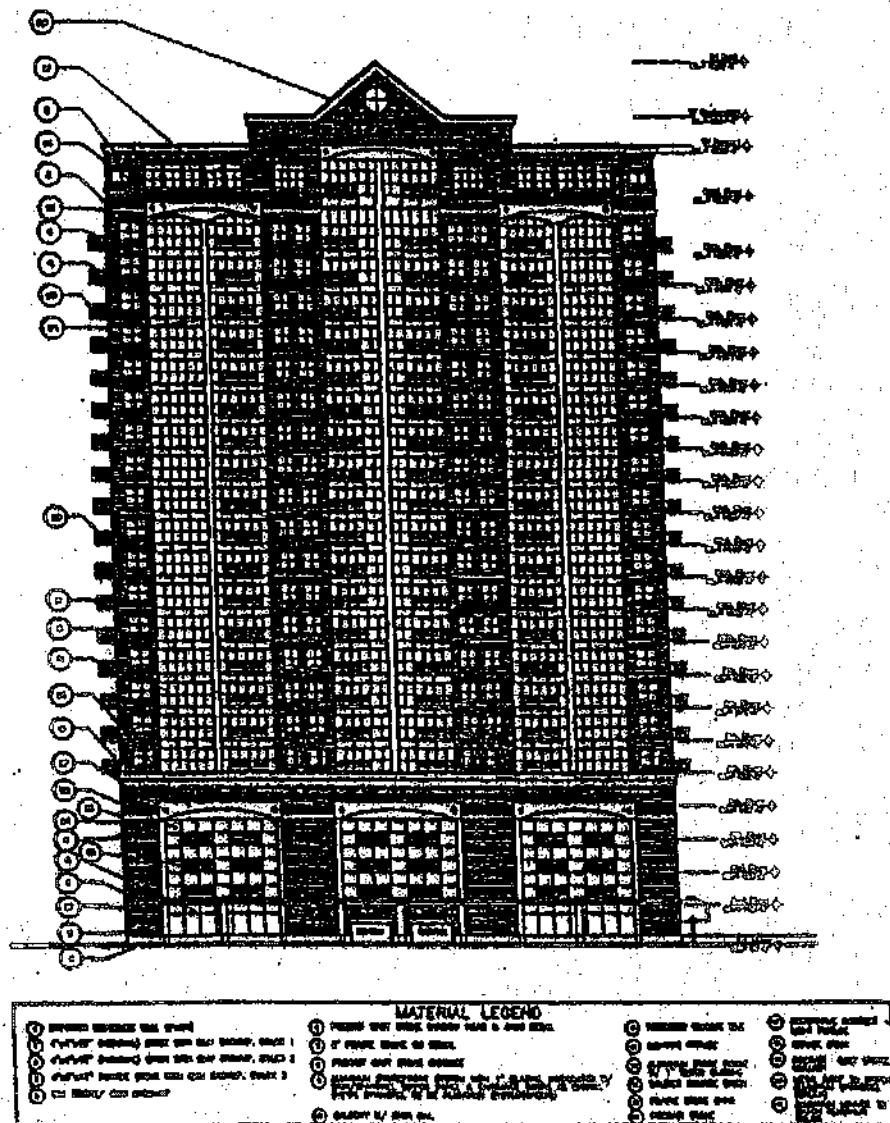


North Tower Elevation -- N.T.S.

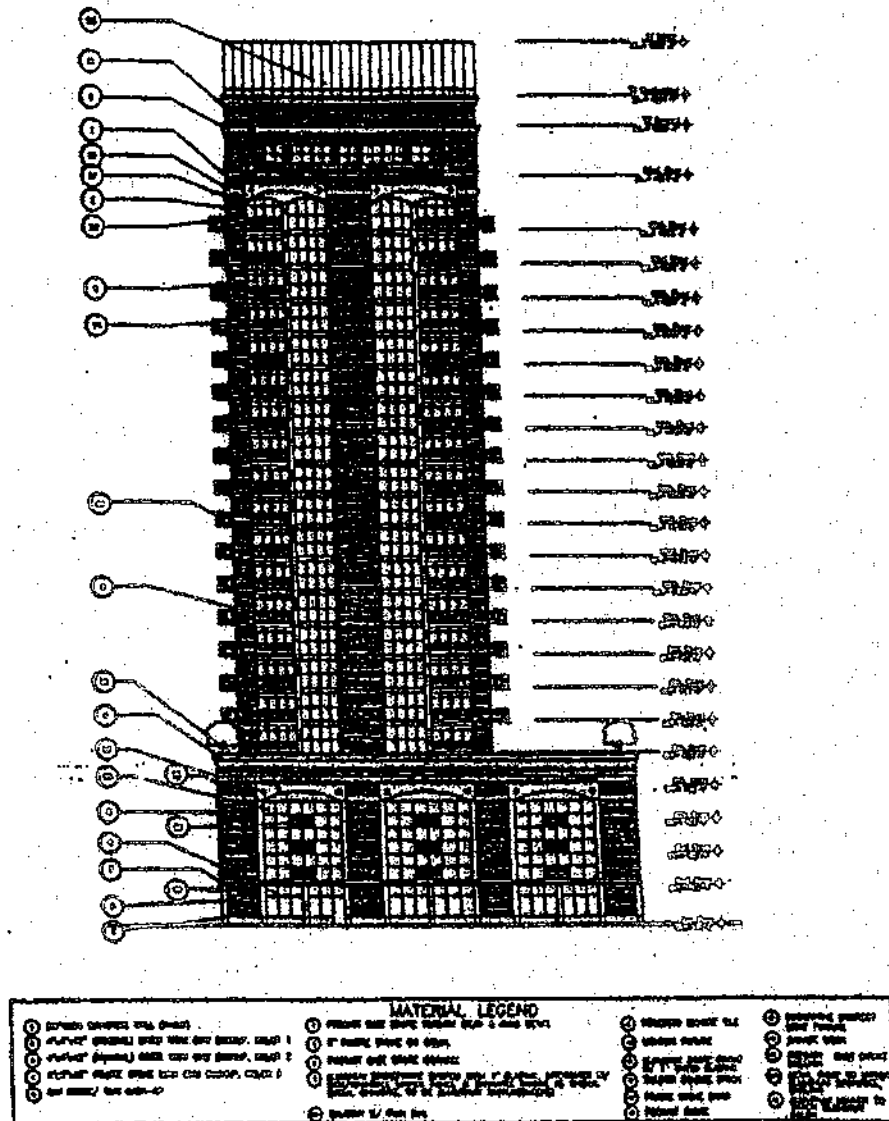


MATERIAL LEGEND			
①	GENERAL SYMBOL, THIS SYMBOL	②	GENERAL SYMBOL, THIS SYMBOL
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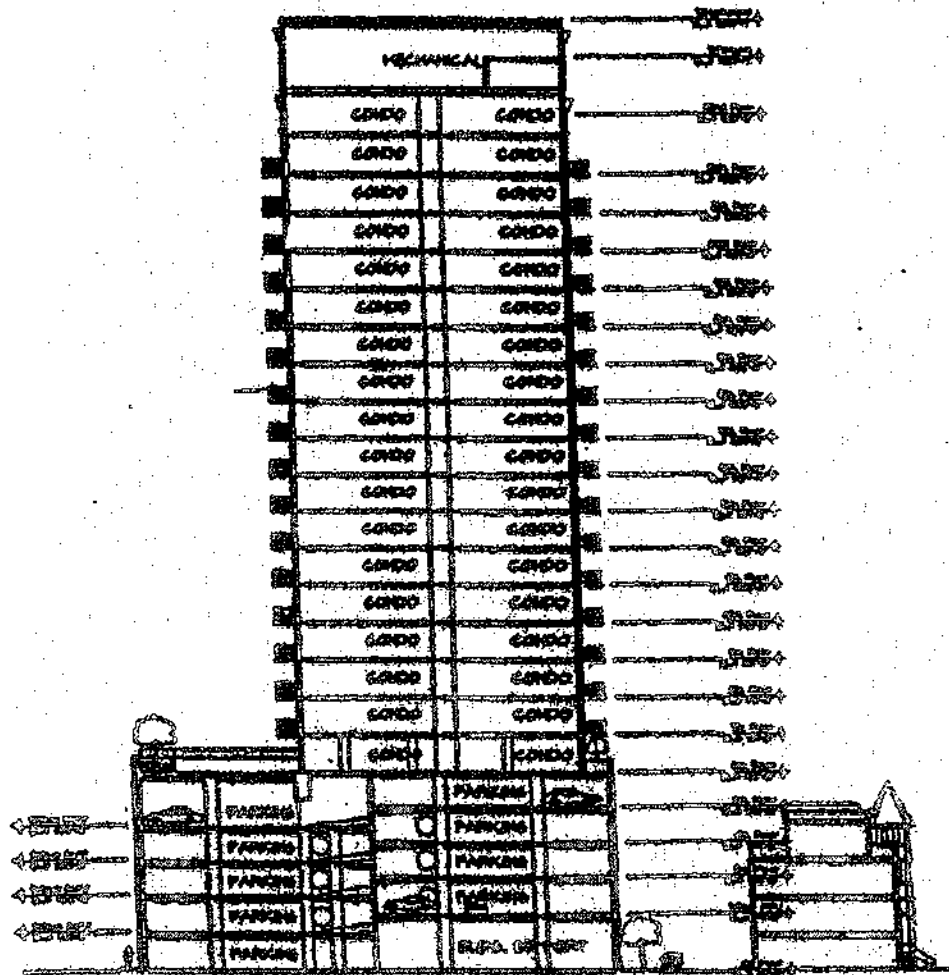
South Tower Elevation -- N.T.S.



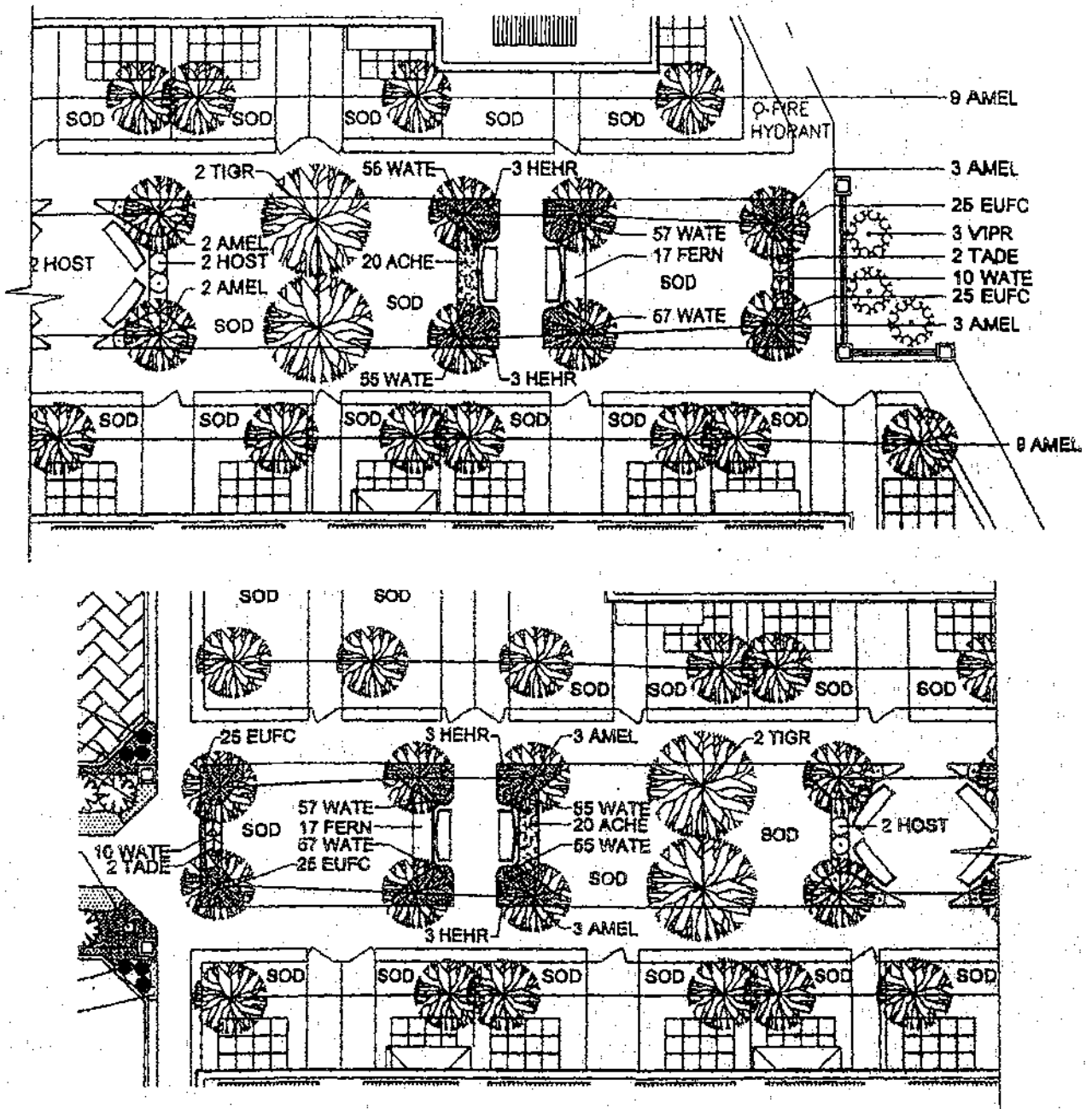
East Tower Elevation -- N.T.S.



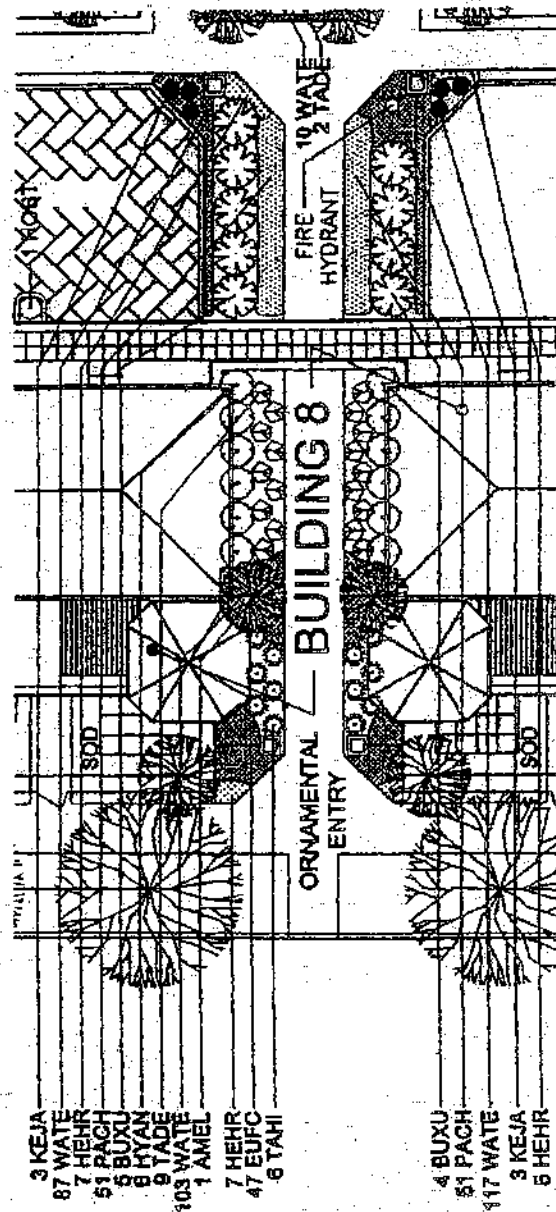
Building Section Through Tower
And Townhome -- N.T.S.



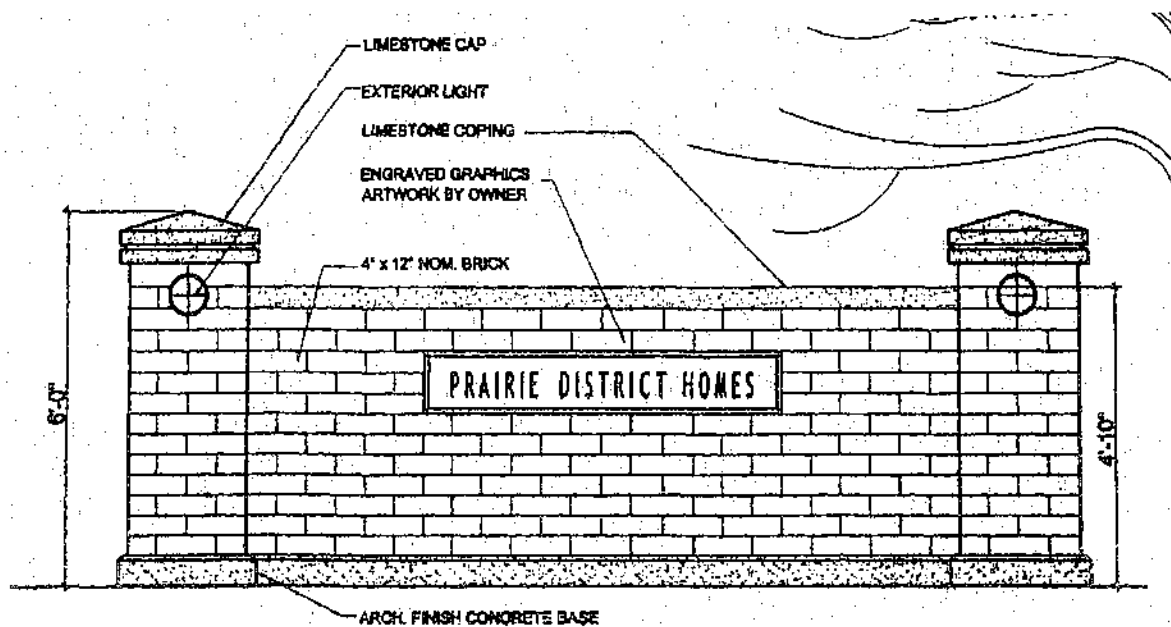
Landscape Plan -- Prairie District Homes II --
Subarea C (Townhomes).
(Page 1 of 2)



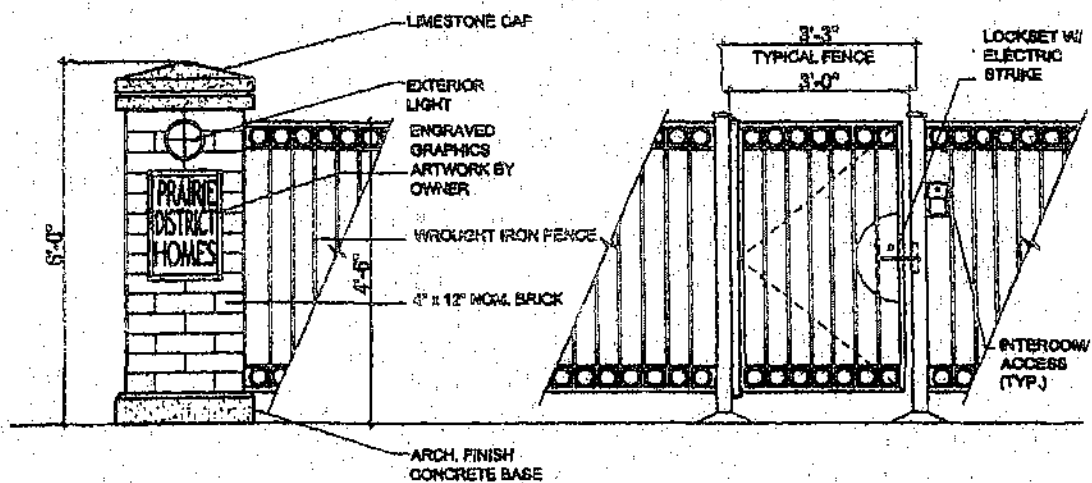
Landscape Plan -- Prairie District Homes II --
Subarea C (Townhomes)
(Page 2 of 2)



Wall Elevation And Pylon/Gate Detail.

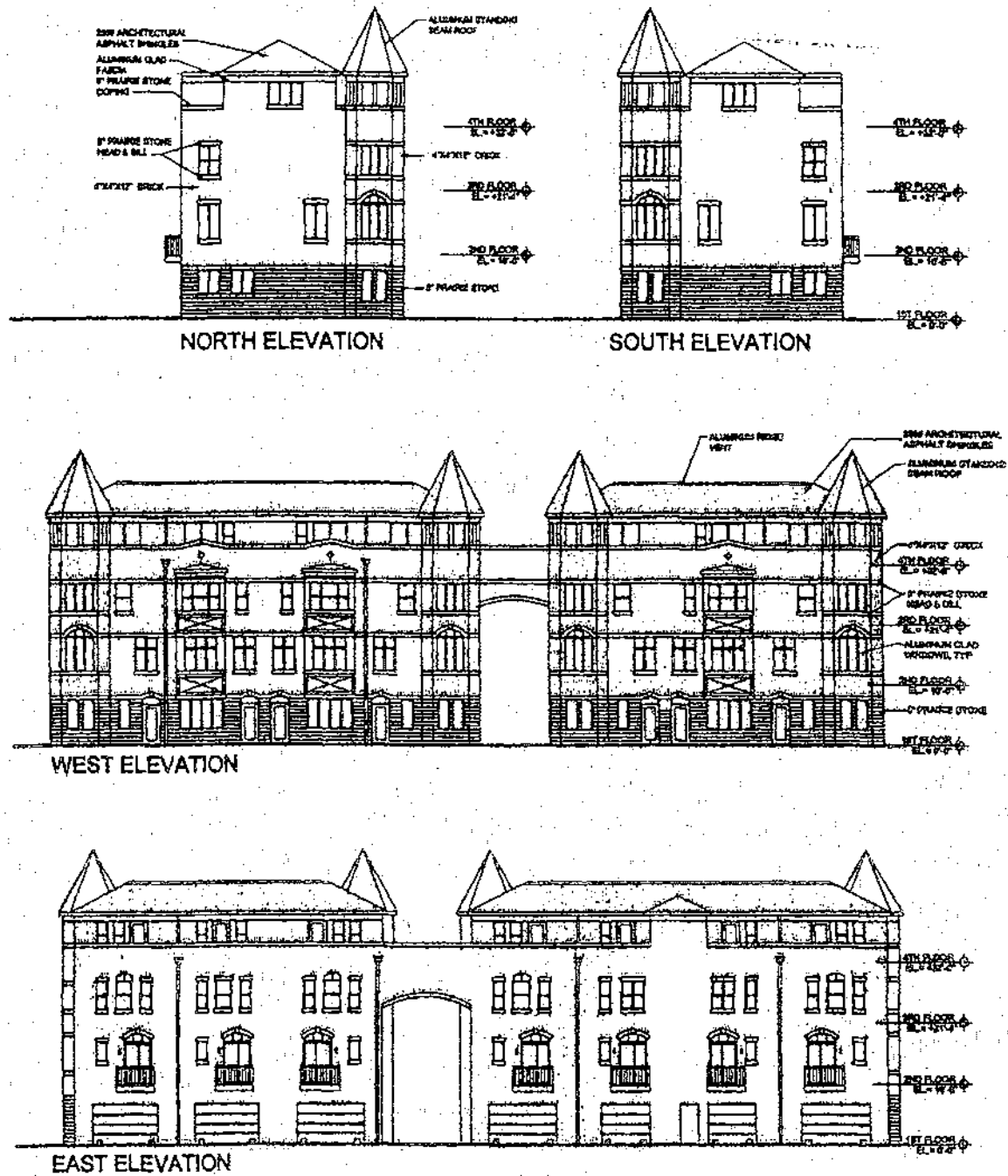


1 WALL ELEVATION

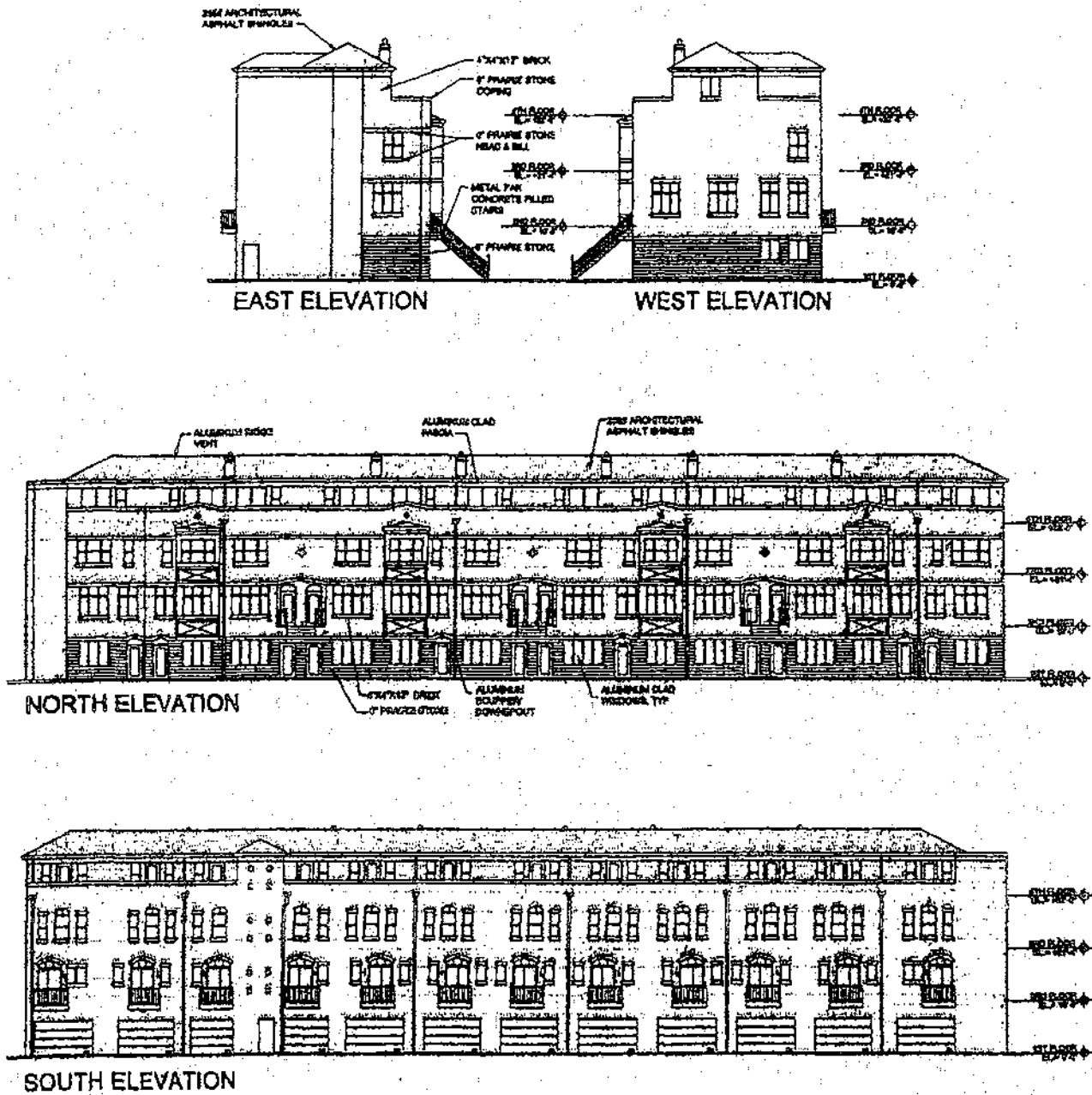


2 PYLON/ GATE DETAIL

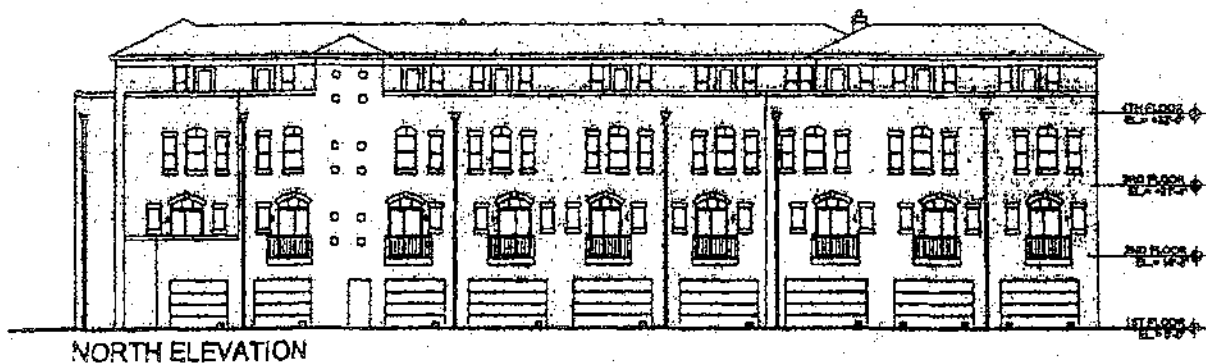
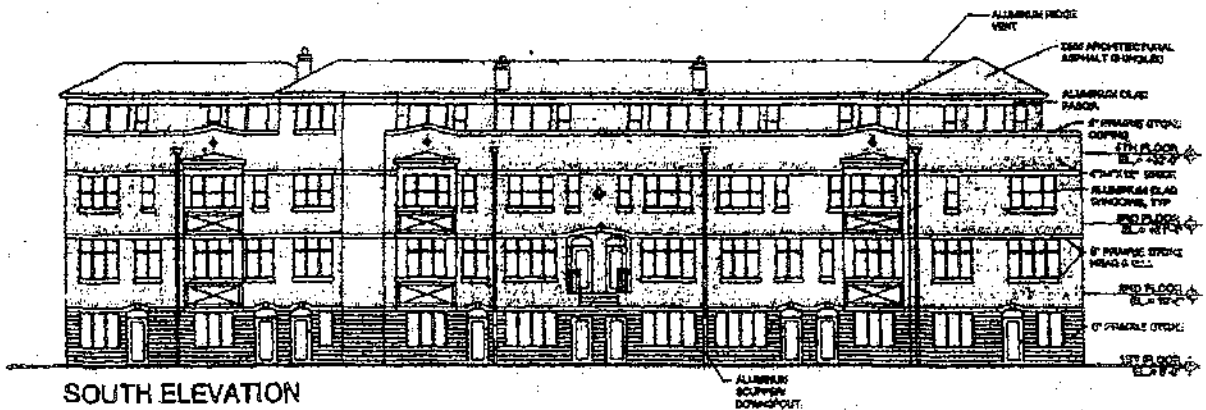
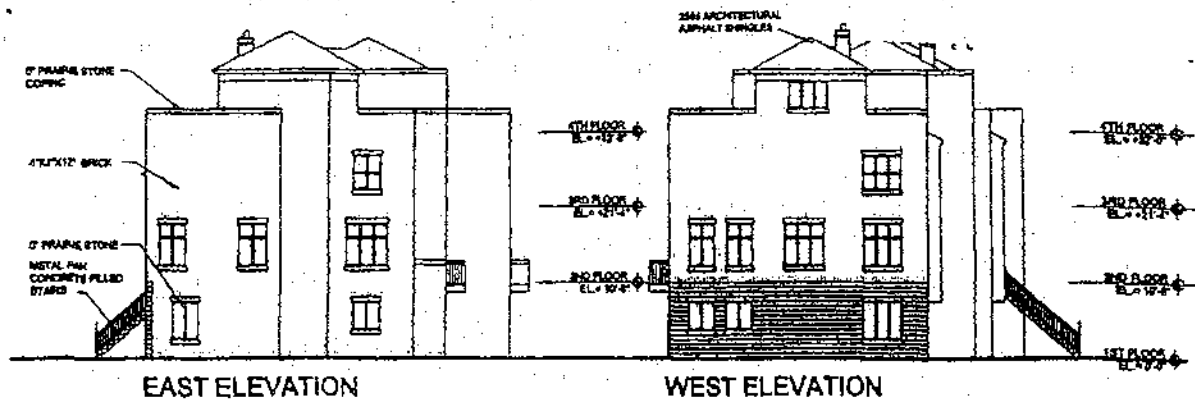
Prairie District Home II -- Townhomes Building 8 Elevations.



Prairie District Homes II -- Townhomes Building 9 Elevations.



Prairie District Homes II -- Townhomes Building 10 Elevations.



PRAIRIE DISTRICT HOMES II - TOWNHOMES BUILDING 10

Reclassification Of Area Shown On Map Number 4-G.
(Application Number 15390)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map Number 4-G in the area bounded by:

a line 107.50 feet south of and parallel to the north line of 15th Place (vacated); the west line of South Blue Island Avenue; a line 138.33 feet south of and parallel to the north line of 15th Place (vacated); and the east line of South Loomis Street,

to those of a B3-5 Community Shopping 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 2-J.
(Application Number 15391)

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman E. Smith invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he intends to purchase a house from the developer of the property listed in this ordinance.

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 of the B3-3 Commercial Shopping District and RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 2-J in the area bounded by:

a line 30 feet south of and parallel to West Madison Street commencing at South Central Park Boulevard and proceeding east 129 feet; a line 71 feet west of and parallel to the public alley next east of and parallel to South Central Park Boulevard commencing 30 feet south of West Madison Street and proceeding south 20 feet; a line 50 feet south of and parallel to West Madison Street commencing at the public alley next east of and parallel to South Central Park Boulevard proceeding west 71 feet; the public alley next east of and parallel to South Central Park Boulevard; a line 69 feet south of and parallel to West Madison Street; and South Central Park Boulevard,

to those of an RM5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 and substitute ordinances transmitted herewith.

Again, please let the record reflect that Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 and 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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-F.
(As Amended)
(Application Number 15194)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development Number 325, as amended, symbols and indications as shown on Map Number 1-F in the area bounded by:

West Hubbard Street; a line 121.14 feet west of North Dearborn Street; the alley next south of West Hubbard Street; a line 97.90 feet west of North Dearborn Street; West Hubbard Street; North Dearborn Street; the north bank of the Chicago River; and North Clark Street,

to the designation of Residential-Business Planned Development Number 325, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development Number 325, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 325, as amended, consists of approximately two hundred twenty-three thousand eight hundred twenty-four and ninety-two hundredths (223,824.92) square feet (five and one hundred thirty-eight thousandths

(5.138) acres). The property described herein as Parcel B and Parcel C is owned or controlled by the applicant, Kinzie Development South, L.L.C., (the "Applicant").

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development as they relate to Parcel B and Parcel C 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 move 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 17-8-0400 of the Chicago Zoning Ordinance, the property shall be under single ownership or under single designated control at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made. The Applicant, Kinzie Development South, L.L.C., shall retain single designated control and shall be deemed to be the authorized party for any future amendment, modification or change relating to Parcel B and Parcel C until the Applicant shall designate in writing the party or parties authorized to make application for any future amendment, modification or change to Parcel B and Parcel C.
4. This plan of development consists of these sixteen (16) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line, Boundary and Right-of-Way Adjustment Map; an Overall Site Plan; a Site Plan (Subareas B and C); a Landscape Plan (Subareas B and C); a Kinzie/Hubbard Street Level Plan; a Parking Lower Level 2 Plan -- Subarea B; a Lower Carroll Level Plan -- Subarea B; a North/South Building Section (Subarea B); a Hubbard Street North Elevation Looking South; a Kinzie Street South Elevation Looking North; a Dearborn Street East Elevation Looking West; a Clark Street West Elevation Looking East; a Kinzie Street North Elevation Looking South; and an Upper Carroll Street South Elevation Looking North dated February 16, 2006. Full size sets of the Site Plan, the 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-Business Planned Development":
 - Subarea A: Hotel and related uses, business offices and related uses, retail or service establishments, restaurants and taverns, including live entertainment and dancing, unenclosed or partially enclosed restaurants adjacent to and operated with enclosed restaurants and taverns, boat docks and other River oriented uses, railroad right-of-way, swimming pools and health facilities, rooftop earth station receiving dishes and parking.
 - Subarea B: Residential uses, business offices and related uses, retail or service establishments, restaurants and taverns, including live entertainment and dancing, health club facilities, rooftop earth station receiving dishes and accessory and non-accessory parking.
 - Subarea C: Residential uses; business offices and related uses, retail or service establishments, restaurants and taverns, including live entertainment and dancing, hotel and related uses, health club facilities, live theaters, motor vehicle rental with accessory auto laundry, rooftop earth station receiving dishes (providing they are appropriately screened) and accessory and non-accessory parking.
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.
11. The permitted floor area ratio ("F.A.R.") for Subarea B and Subarea C has been determined using a Net Site Area of fifty-seven thousand two hundred ninety-five and sixty-hundredths (57,295.60) square feet and base F.A.R. of thirteen and fifty-hundredths (13.50) for Subarea B and a Net Site Area of sixty-eight thousand fifty-five and sixty-eight hundredths (68,055.68) and base F.A.R. of eleven and twenty-four hundredths (11.24) for Subarea C and additional floor area ratio for a series of proposed amenities, as follows:

Subarea B:

Description	Floor Area Ratio
Base F.A.R.	13.50
Public Plazas and Pocket Parks	3.96
Indoor Through-Block Connection	0.66
Sidewalk Widening	0.76
Upper Floor Setbacks	1.16
Underground Parking and Loading	<u>2.26</u>
Subarea B F.A.R.	22.30
(Less) F.A.R. Transfer to Subarea C	<u>0.35</u>
Subarea B Total F.A.R.	21.95

Subarea C:

Description	Floor Area Ratio
Base F.A.R.	11.24
Sidewalk Widening on Dearborn	0.18
Green Roof	0.57
Lower Level Planting Terraces	0.61
Upper Level Setbacks (Hotel)	0.29
Upper Level Setbacks (Residential)	2.52
Parking Concealed by Occupiable Space	<u>0.84</u>
Subarea C F.A.R.	16.25
F.A.R. Transfer from Subarea B	<u>0.35</u>
Subarea C Total F.A.R.	16.60

12. With respect to the residential building, parking garage and retail uses proposed for Subarea C, 2 property, the Applicant shall submit a site plan, landscape plan and building elevations (collectively, a "site plan") to the Department of Planning and Development for site plan and Part II approval pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance. Site plan approval is intended to assure that the development proposal for the residential building, parking garage and retail uses are architecturally integrated and otherwise consistent with the remainder of the planned development ordinance and to assist the City in monitoring ongoing development. If a site plan substantially conforms with the provisions of this planned development ordinance, the Commissioner shall approve the site plan and shall issue written approval thereof to the Applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the site

plan does not substantially conform with the provisions of the planned development ordinance, the Commissioner shall advise the Applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan does not conform to the provisions of this planned development ordinance within fourteen (14) days from the expiration of said thirty (30) day period. In the event of an adverse determination by the Commissioner, the Applicant shall have the right to submit a supplemental or revised site plan for approval. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make a final written determination within said period. The failure of the Commissioner to so advise the Applicant in writing within the time period herein specified shall be deemed the Commissioner's approval of the submitted site plan. Following approval of the site plan by the Commissioner, the site plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this planned development ordinance. After the Commissioner approves the site plan, the approved site plan may be changed or modified pursuant to the provisions of this planned development ordinance. In the event of any inconsistency between an approved site plan and the terms of the planned development ordinance in effect at the time of approval of such site plan or of the modifications thereto, the terms of the planned development ordinance shall govern. The site plan for the residential building, parking garage and retail uses to be constructed within the Subarea C property shall, at a minimum, provide the following information:

- building footprint;
- dimensions of all setbacks;
- location and depiction of all driveway (including relevant dimensions);
- location and depiction of all signage;
- all building elevations; and
- statistics regarding the new building to be constructed, including:
 - (1) floor area and F.A.R. as presented on submitted drawings;
 - (2) number of parking spaces provided;
 - (3) number of loading berths provided;
 - (4) the uses to occur in the buildings;

- (5) maximum building height;
 - (6) setbacks and vertical setbacks, required and provided; and
 - (7) traffic generation data to update and supplement previously submitted traffic impact studies, if the Chicago Department of Transportation deems it necessary.
13. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, 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 planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain the building located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant agrees to install a minimum of fifty percent (50%) of the net flat roof area of the office building to be constructed on Subarea B as a vegetative green roof. The Applicant agrees to install a minimum of twenty-five percent (25%) of the net flat roof area of the residential building and parking garage to be constructed on Subarea C as a vegetative green roof.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office 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 building permit shall be granted by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for the building or improvement proposed to be constructed pursuant to the permit.

16. Unless substantial construction of the improvements proposed for Subareas B and C has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development as it pertains to Subareas B and C shall expire and the zoning of the property shall automatically revert to the pre-existing Residential-Business Planned Development Number 325, as amended in 2000 classifications.

[Existing Zoning Map; Planned Development Property Line, Boundary and Right-of-Way Adjustment Map; Site Plans; Landscape Plans; Street Level Plan; Parking Level Plan; Building Elevations; and Plant List Palette referred to in these Plan of Development Statements printed on pages 72048 through 72063 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Business Planned Development Number 325,
As Amended.*

Bulk Regulations And Data Table.

Subarea	Net Site Area		Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
	Square Feet	Acres		
A	98,473.64	2.261	13.00	55%
B	57,295.60	1.315	21.95	86%
C	68,055.68	1.562	16.60	100%
TOTAL	223,824.92	5.138	16.39	77%

Gross Site Area = Net Site Area (including Alley to be Vacated) + Adjoining Right-of-Way Dedicated

323,791.85 square feet = 223,824.92 square feet (includes Alley to be Vacated = 4,036.86 square feet) + 99,966.93 square feet

Maximum Floor Area Ratio Calculation:

Subarea B:

Description	Floor Area Ratio
Base F.A.R.	13.50
Public Plazas and Pocket Parks	3.96
Indoor Through-Block Connection	0.66
Sidewalk Widening	0.76
Upper Floor Setbacks	1.16
Underground Parking and Loading	<u>2.26</u>
Subarea B F.A.R.	22.30
(Less) F.A.R. Transfer to Subarea C	<u>(0.35)</u>
Subarea B Maximum F.A.R.	21.95

Subarea C:

Description	Floor Area Ratio
Base F.A.R.	11.24
Sidewalk Widening on Dearborn	0.18
Green Roof	0.57
Lower Level Planning Terraces	0.61

Description	Floor Area Ratio
Upper Level Setbacks (Hotel)	0.29
Upper Level Setbacks (Residential)	2.52
Parking Concealed by Occupiable Space	<u>0.84</u>
Subarea C F.A.R.	16.25
F.A.R. Transfer from Subarea B	<u>(0.35)</u>
Subarea C Maximum F.A.R.	16.60

Off-Street Parking and Loading:

Parcel A:

Minimum Number of Off-Street Parking Spaces:	125
Minimum Number of Off-Street Loading Berths:	8

Parcel B:

Minimum Number of Off-Street Parking Spaces:	160
Minimum Number of Off-Street Loading Berths:	3

Parcel C:

Minimum Number of Off-Street Parking Spaces:	360
Minimum Number of Off-Street Loading Berths:	4
Maximum Number of Non-Accessory Parking Spaces:	600

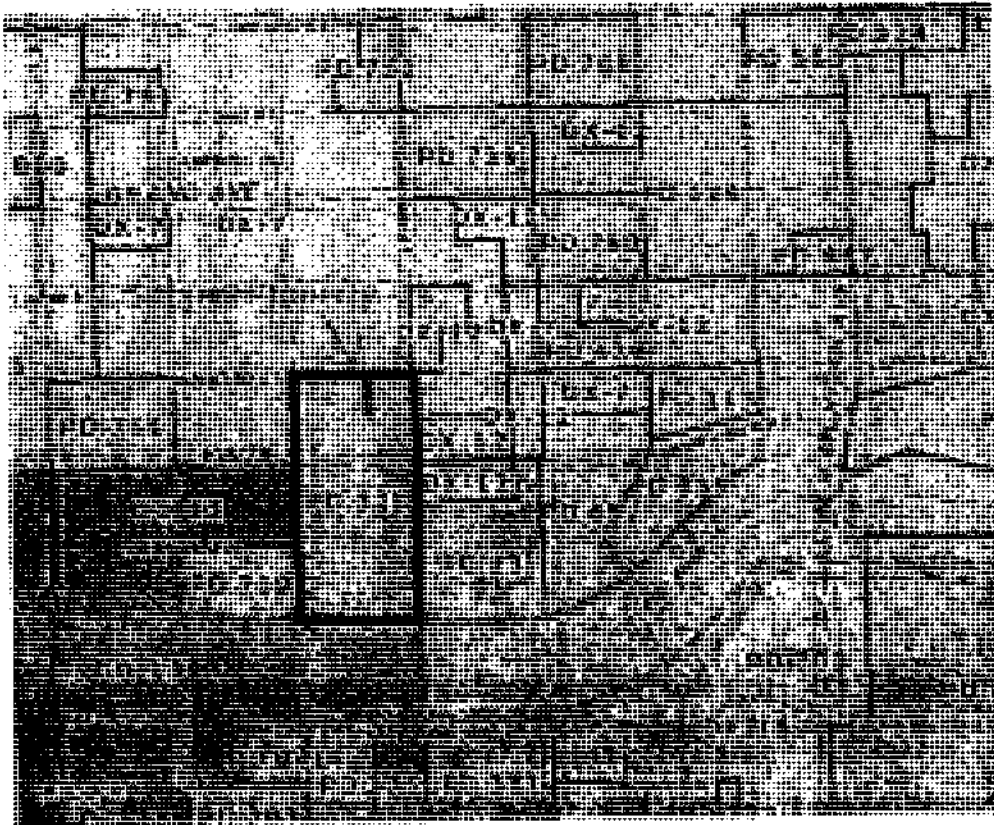
Bulk Regulations:

Maximum Number of Hotel Rooms Subarea A:	475
Maximum Number of Hotel Rooms Subarea C:	525
Maximum Number of Dwelling Units:	832
Maximum Area Devoted to Hotel Space on Parcel A above Plaza Level:	325,000 square feet
Maximum Area Devoted to Office Space on Parcel A above Plaza Level:	980,000 square feet

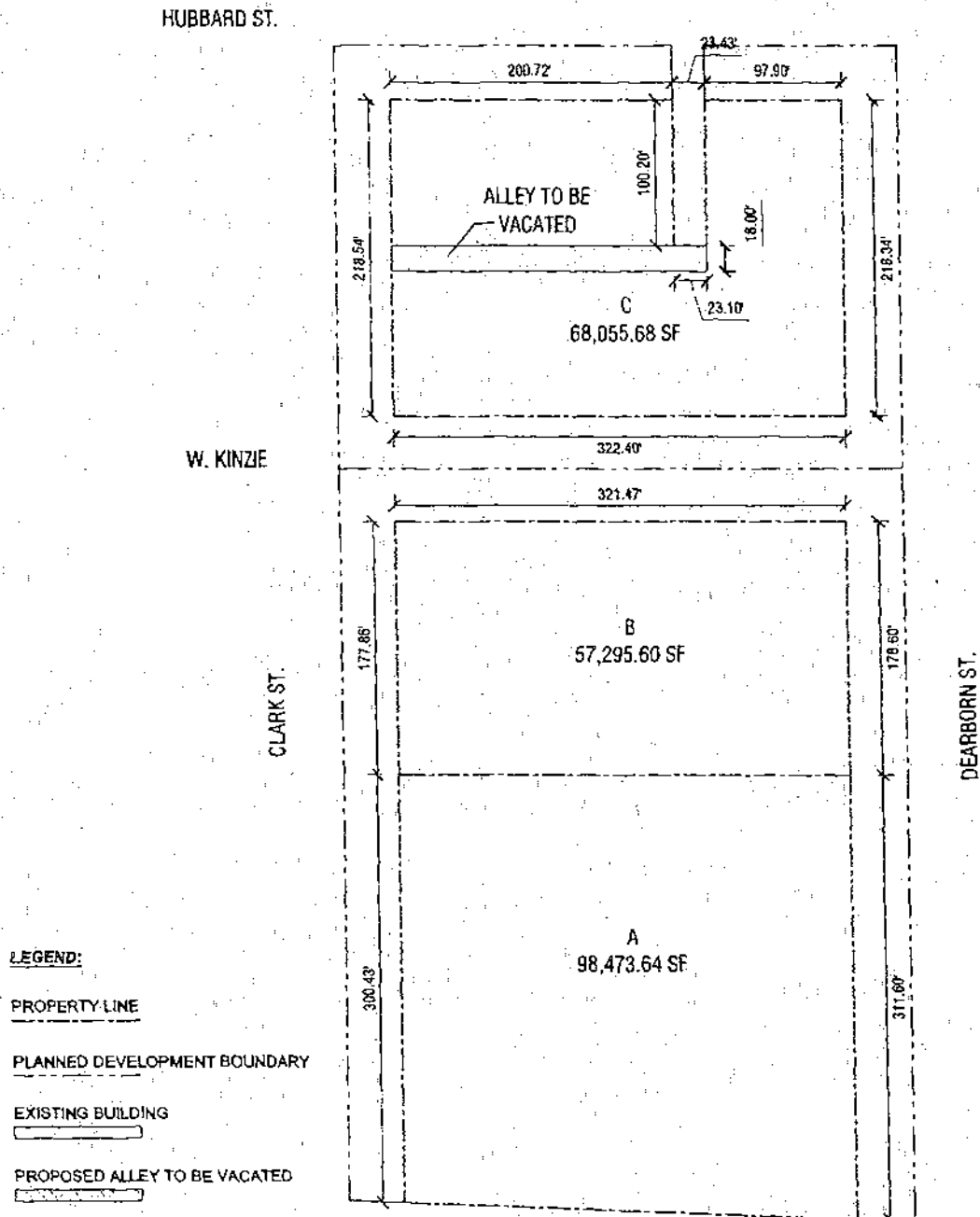
Setbacks:

Minimum Setback from Chicago River at Plaza Level:	30 feet in the area between North Dearborn Street and a line 185.48 feet west of North Dearborn Street. 55 feet in the area between a line 185.48 feet west of North Dearborn Street and North Clark Street
Minimum Setback on Parcel B from North Clark Street, at Plaza Level:	0 feet for elevation up to 50 feet above West Kinzie Street, 48 feet from elevation 50 feet to 110 feet and 100 feet at elevations greater than 110 feet
Minimum Setback from North Dearborn Street for Subareas B and C:	4 feet
Minimum Setbacks at all other Property Lines:	None

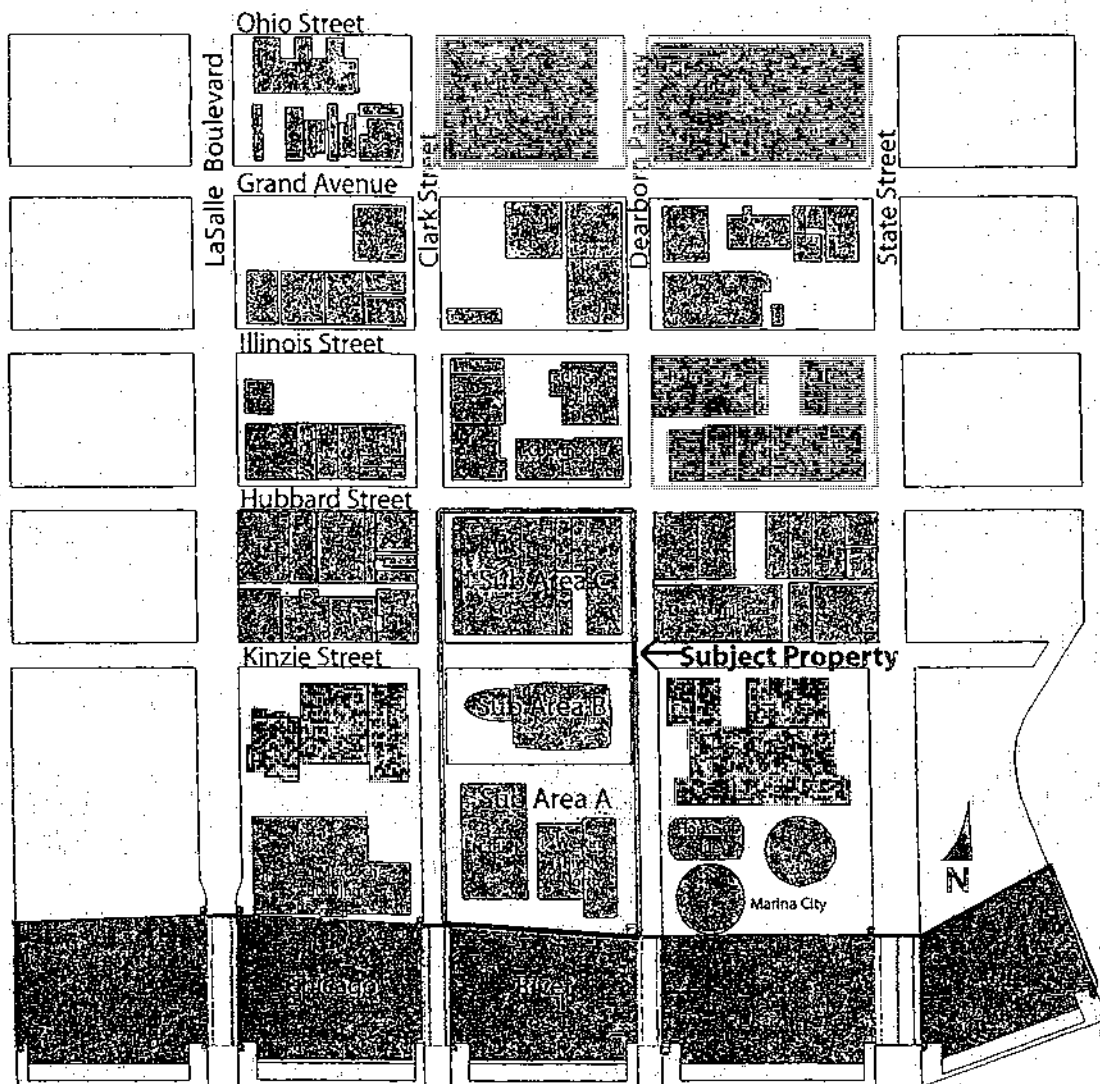
Existing Zoning Map.



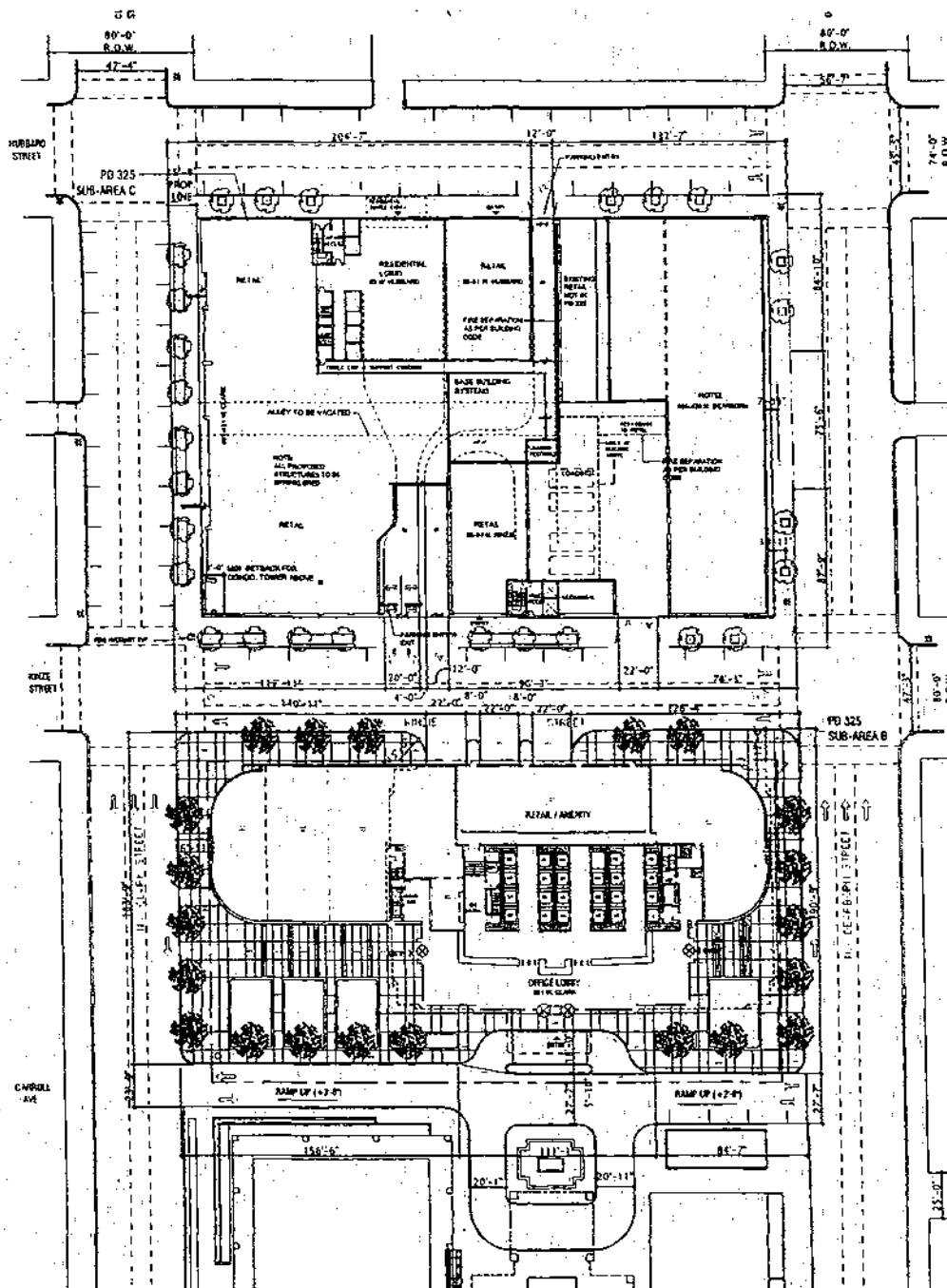
Planned Development Property Line, Boundary
And Right-Of-Way Adjustment Map.



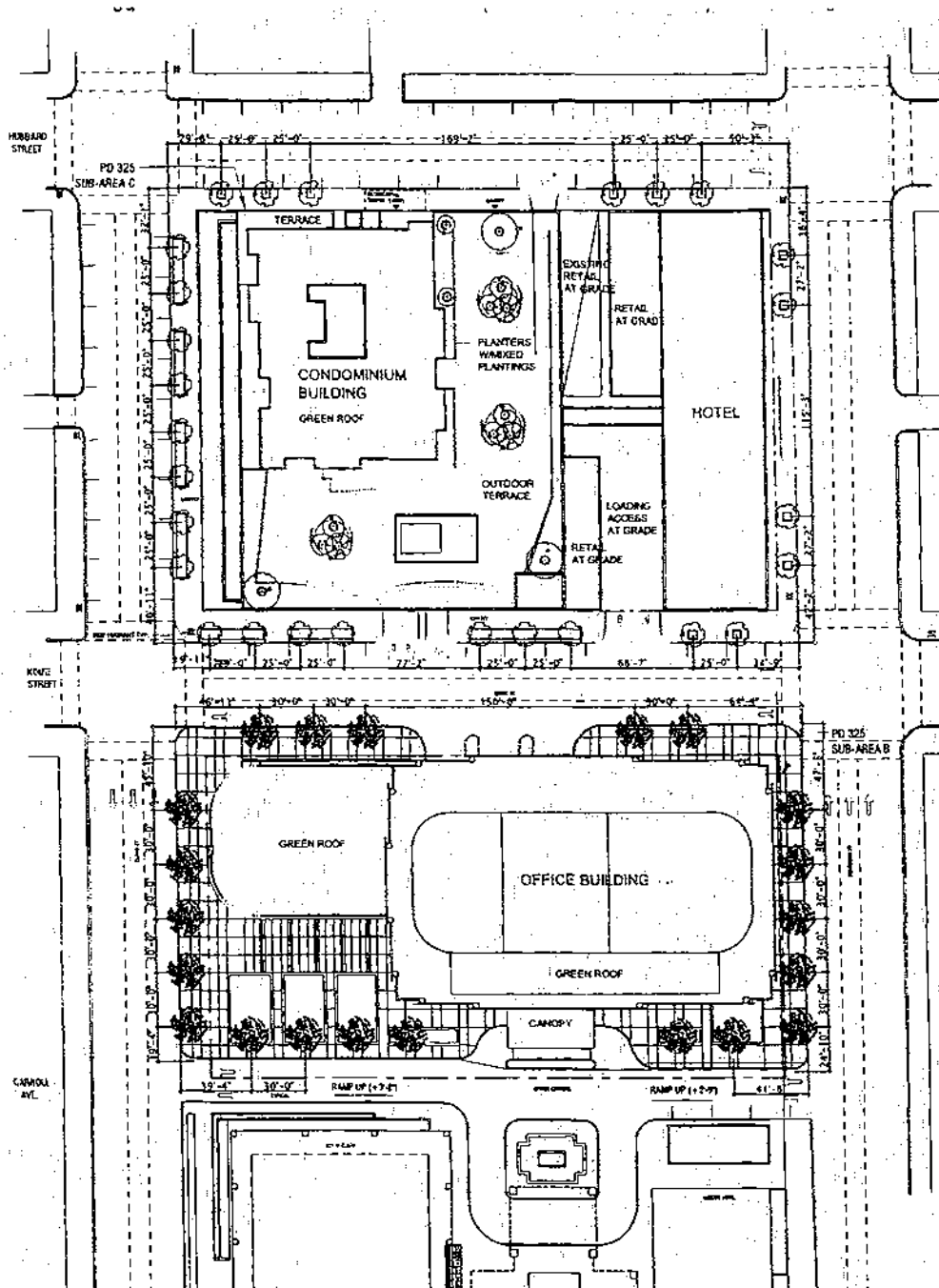
Overall Site Plan.



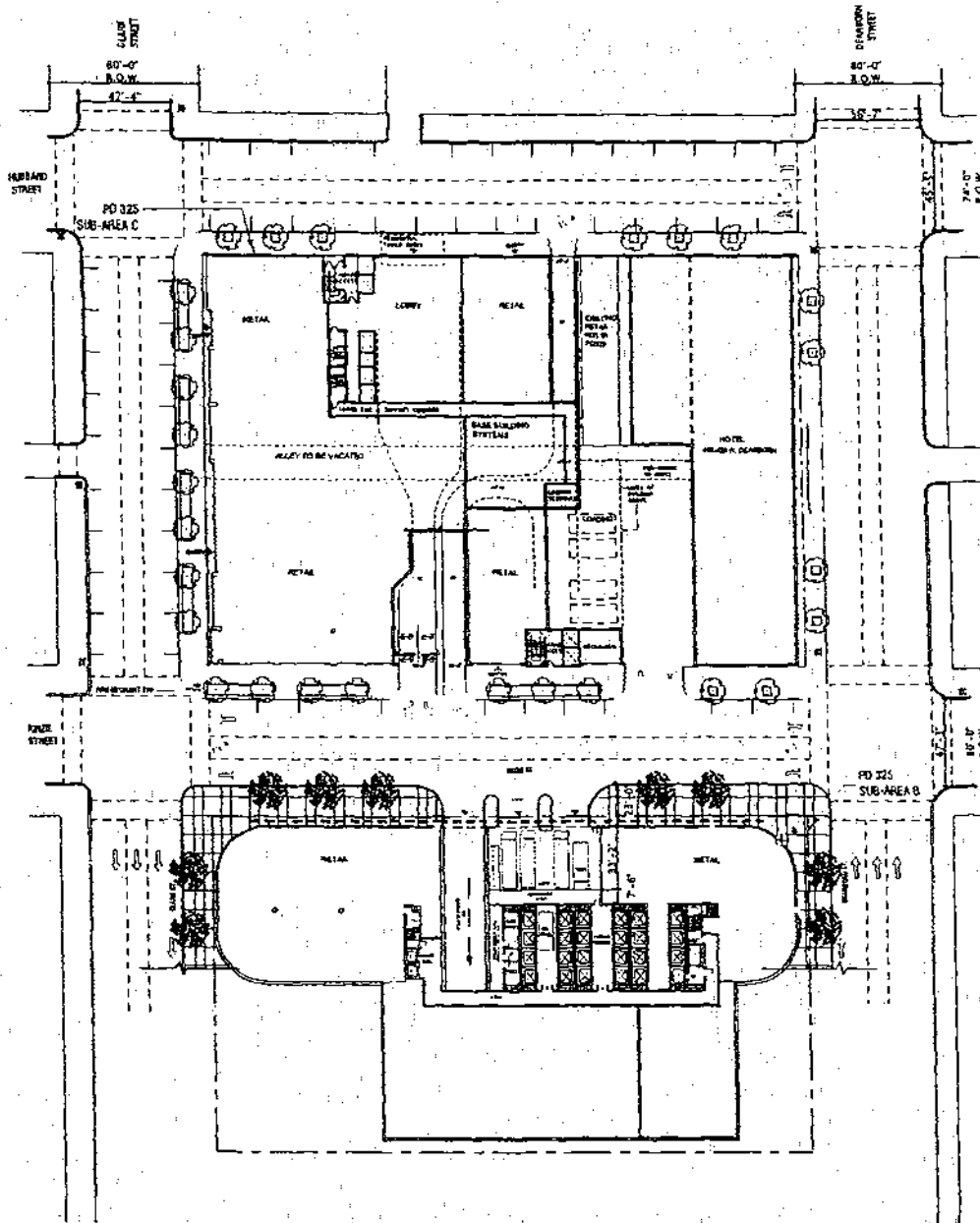
Site Plan
(Subareas B And C)



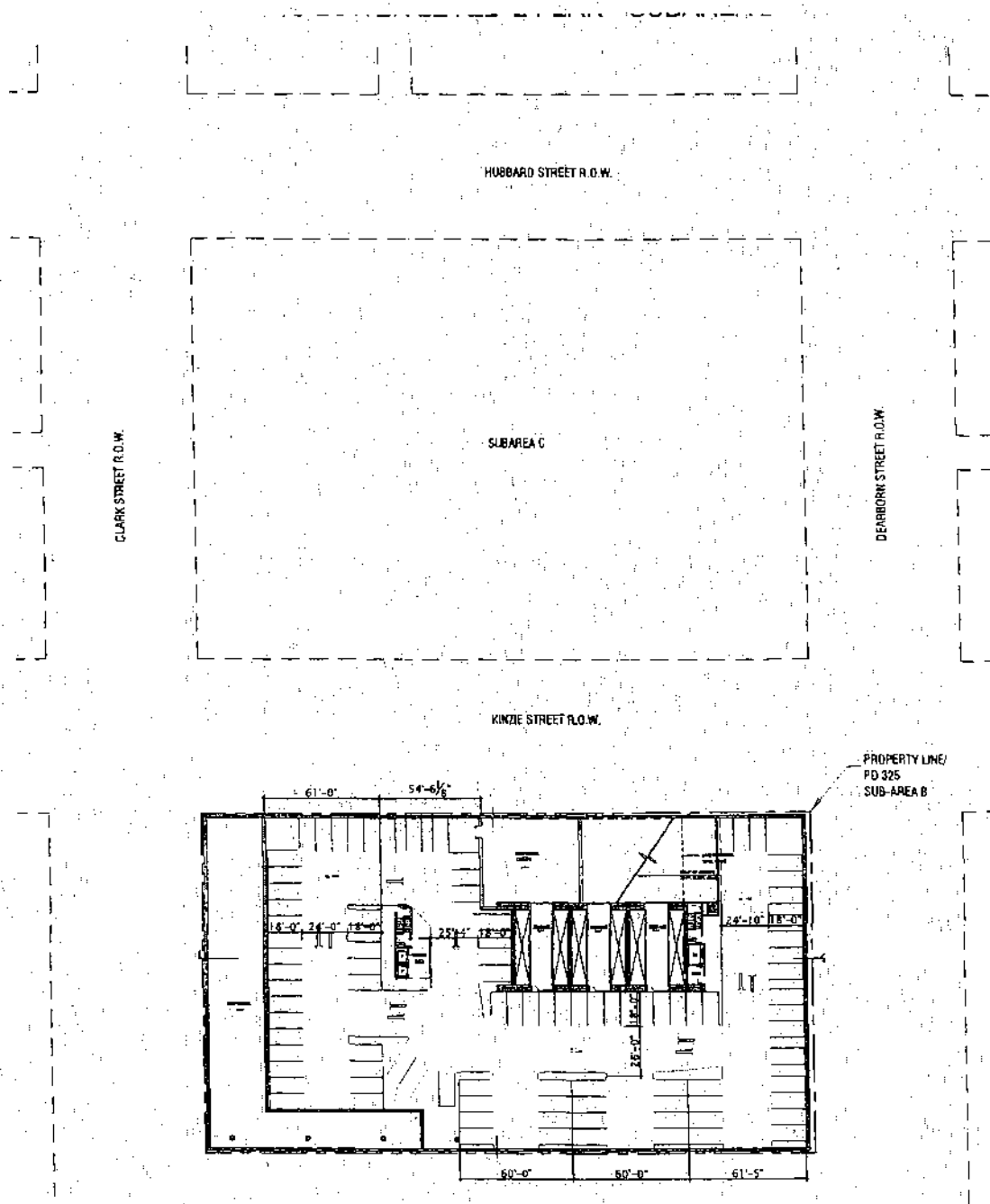
Landscape Plan.
(Subareas B And C)



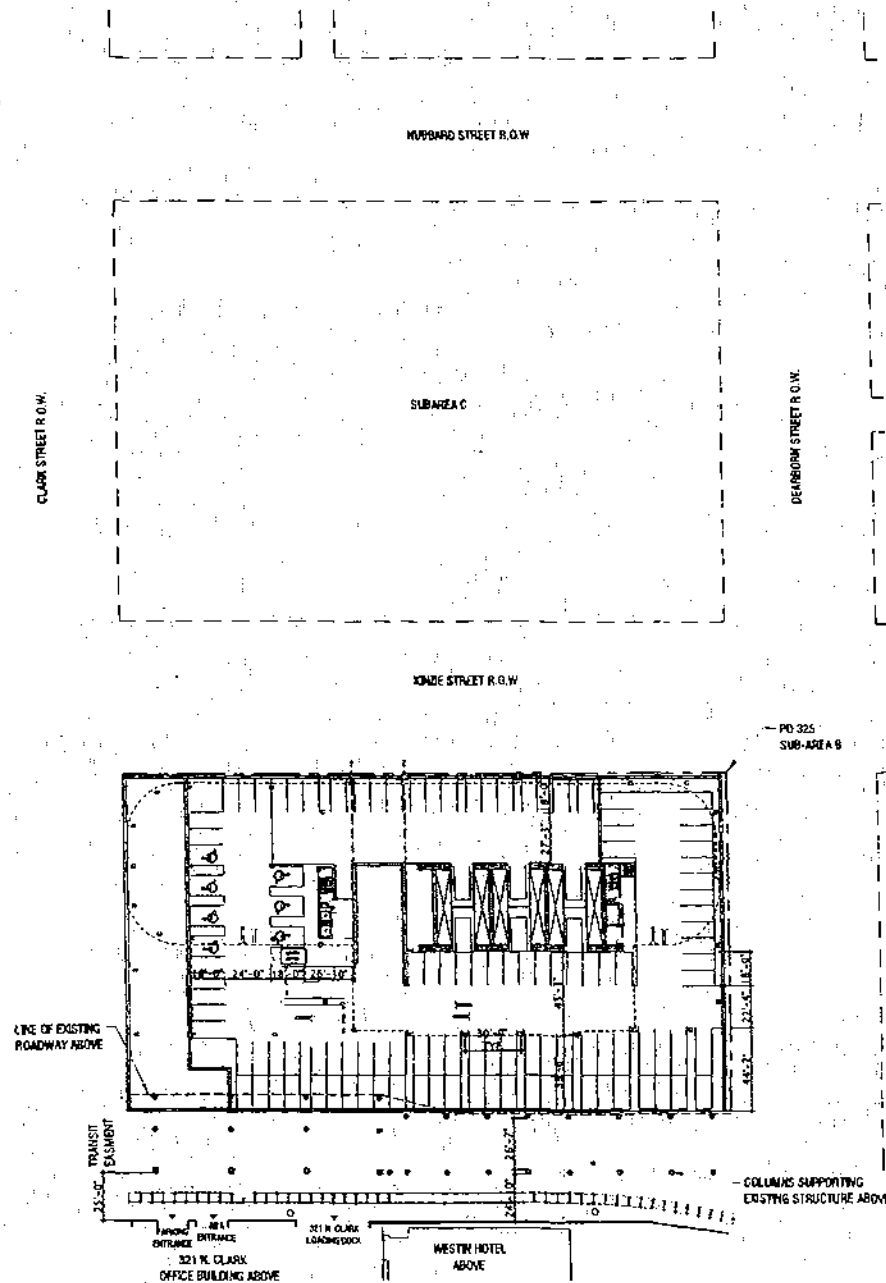
Kinzie/Hubbard Street Level Plan.



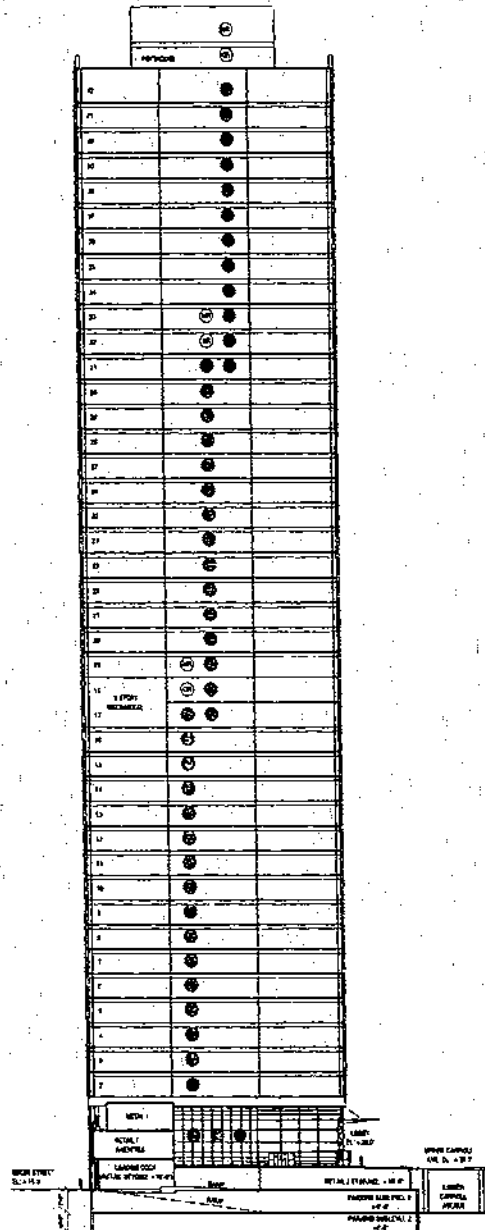
Parking Lower Level 2 Plan -- Subarea B.



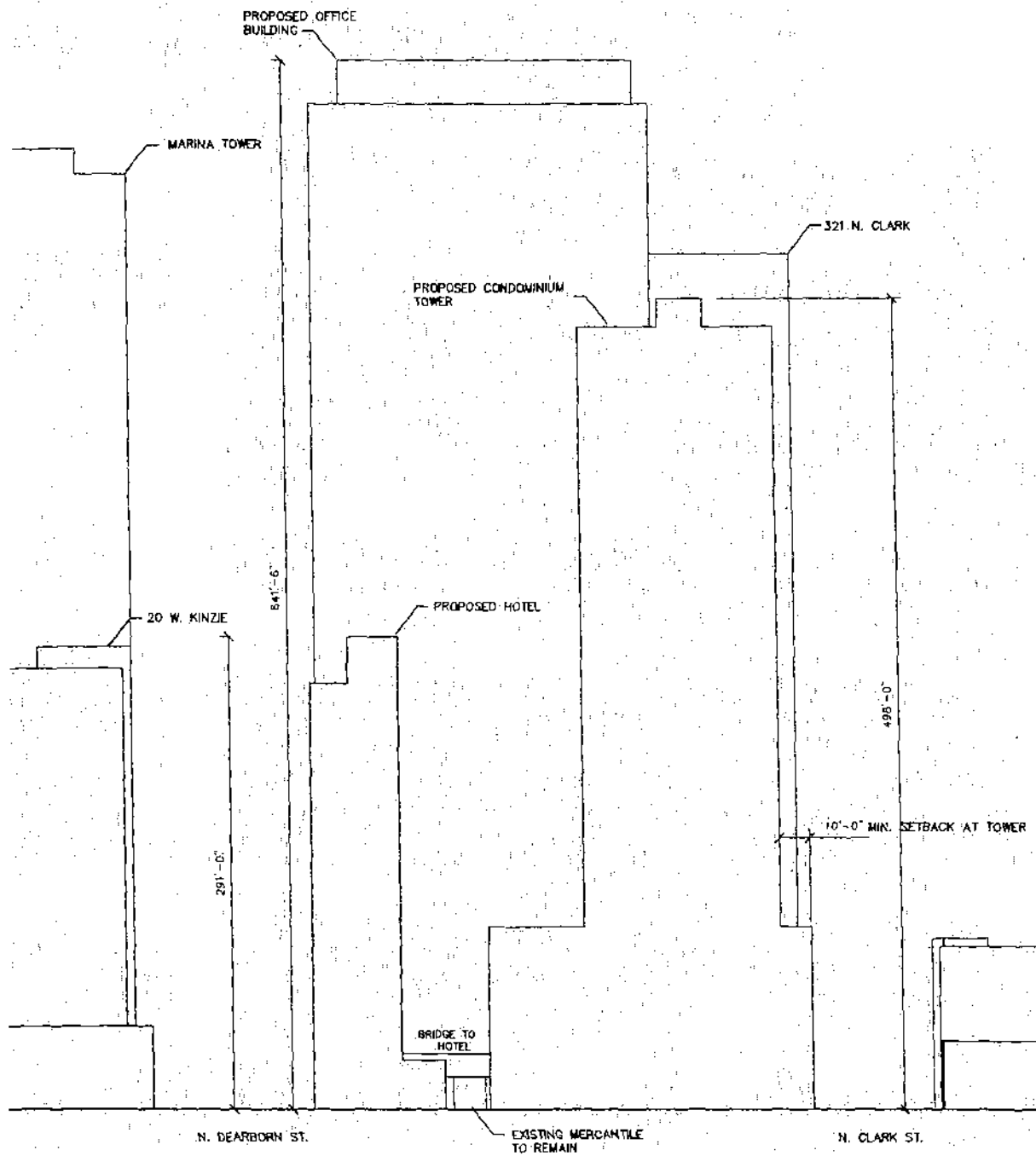
Lower Carroll Level Plan -- Subarea B.



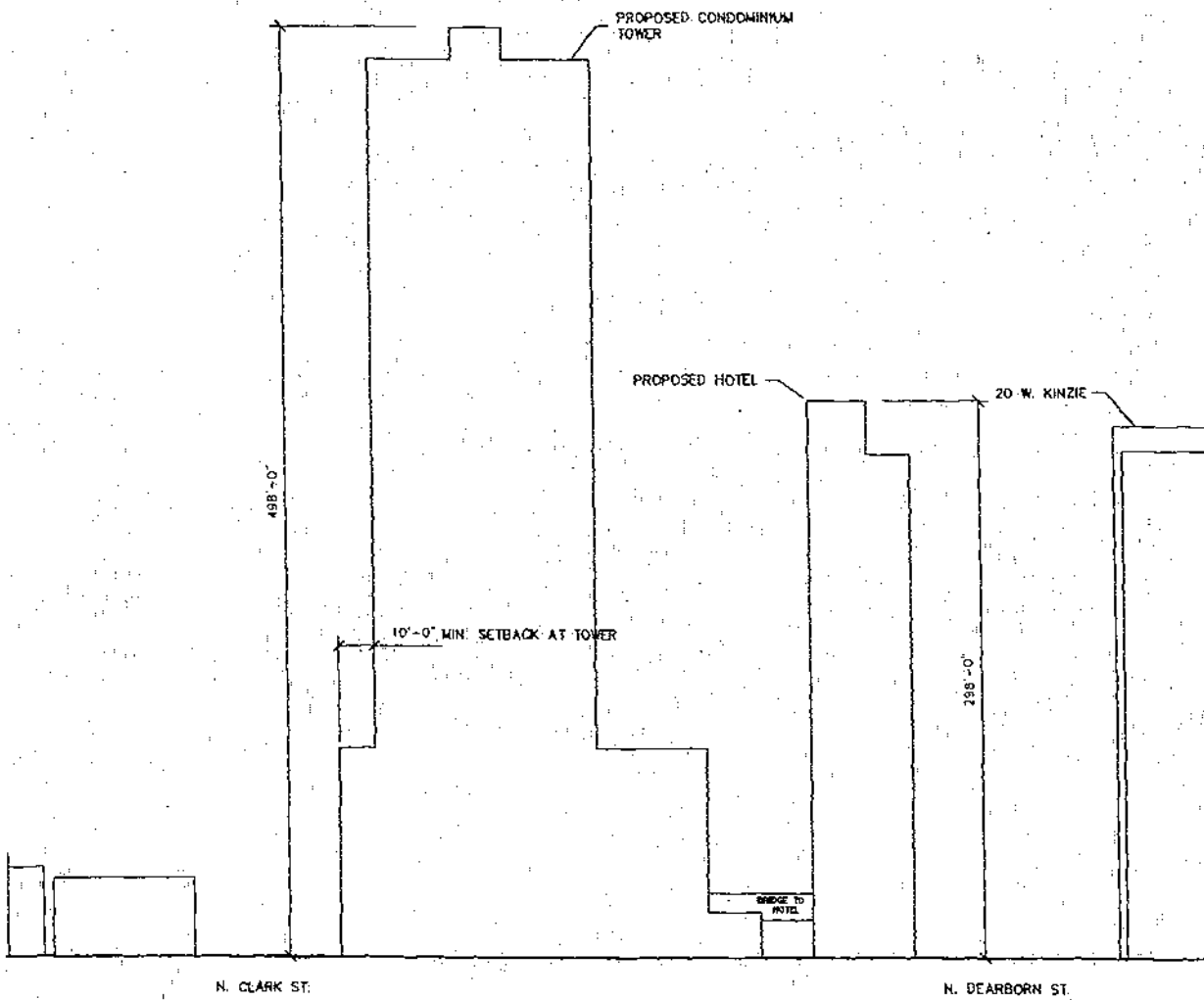
North/South Building Section
(Subarea B)



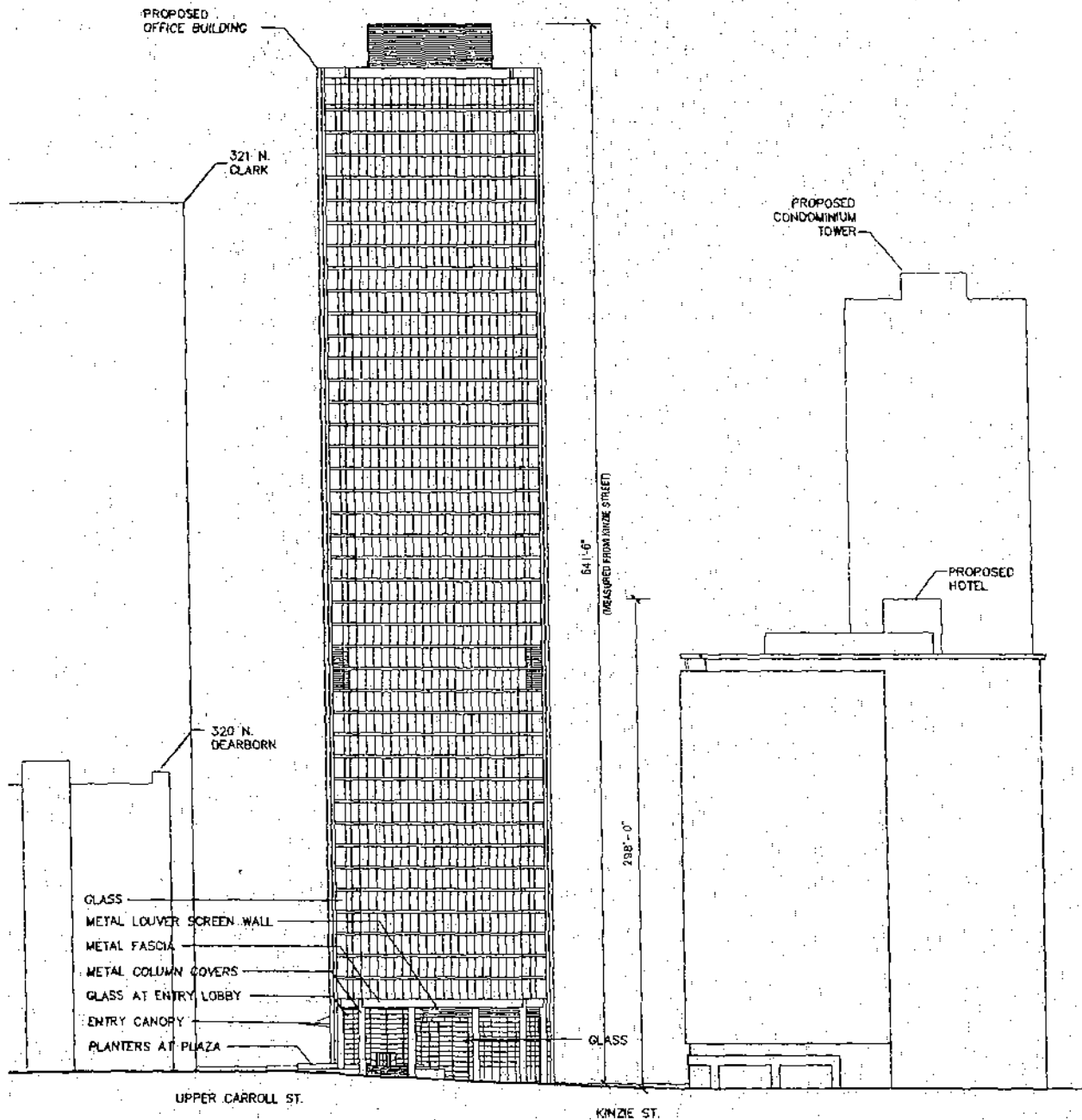
Hubbard Street North Elevation
Looking South.



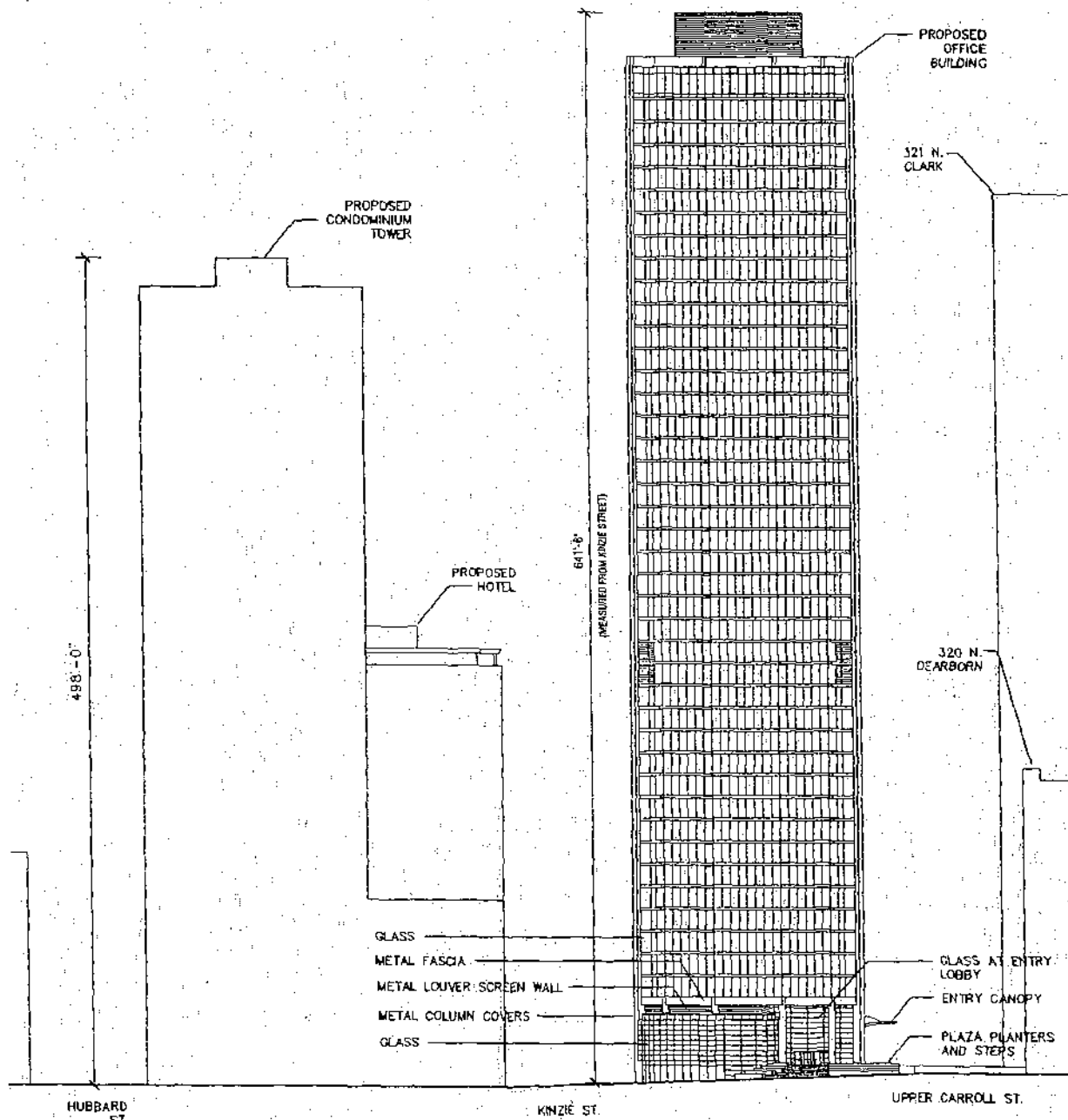
Kinzie Street South Elevation
Looking North.



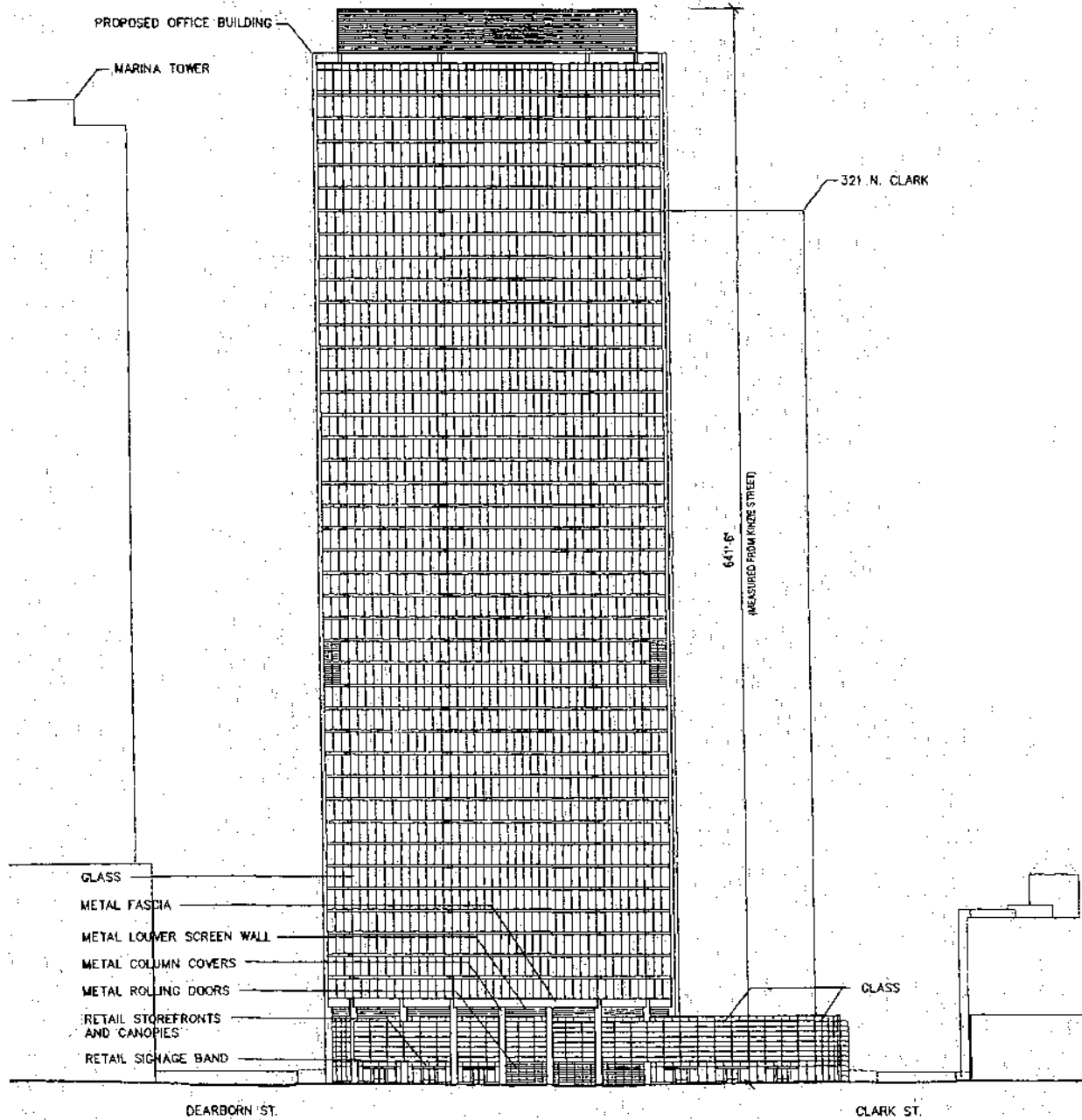
Dearborn Street East Elevation
Looking West.



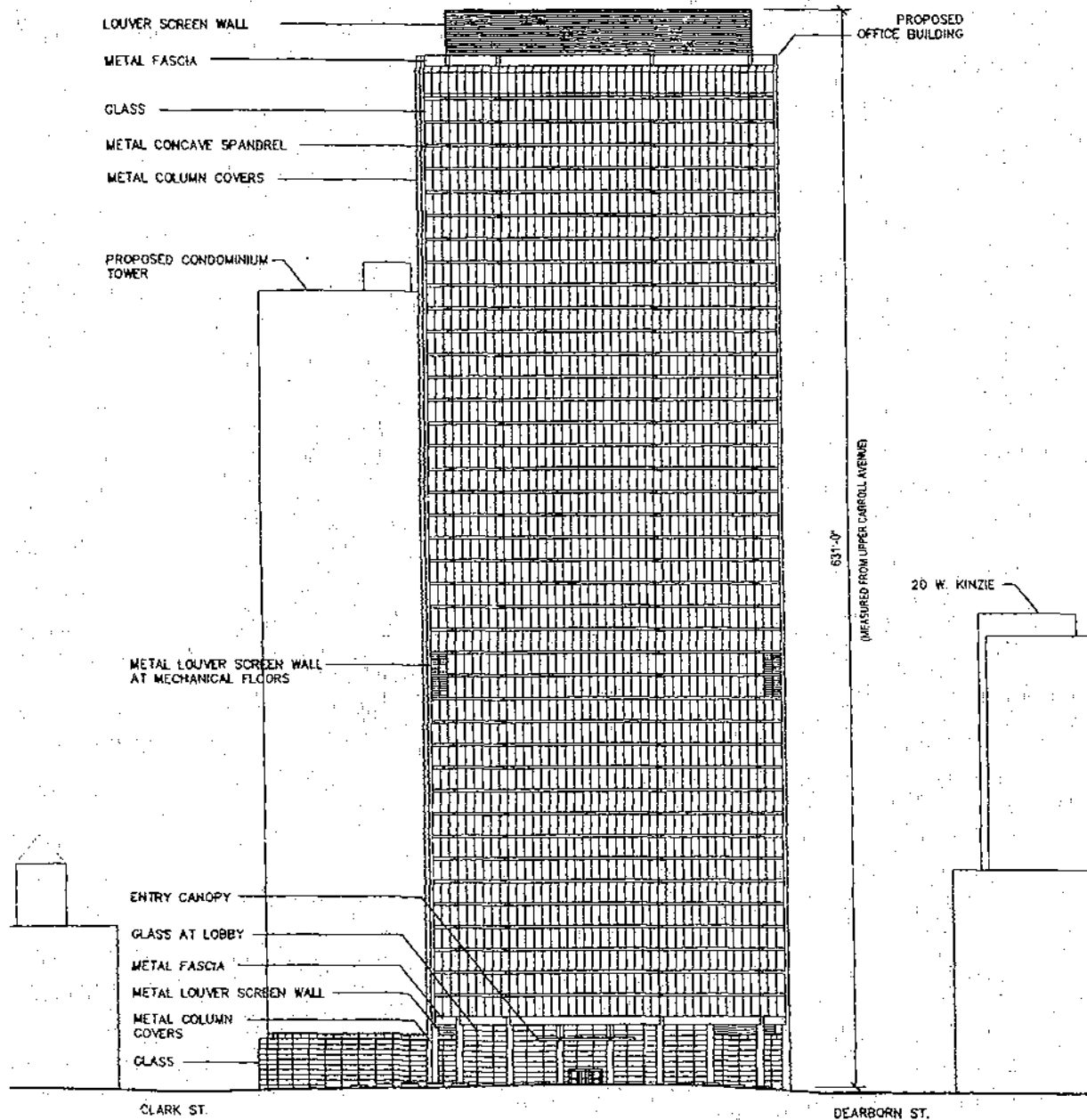
Clark Street West Elevation
Looking East.



Kinzie Street North Elevation
Looking South.



Upper Carroll Street South Elevation
Looking North.



Plant List Palette For Plant Selection.

CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	ADDITIONAL NOTES
DECIDUOUS SHADE/UNDERSTORY TREES (SHADE TREES ARE 4" CALIPER)					
AF	ACER x FREEMANNI 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	4" CALIPER	B & B	BRANCHED UP 7'
AG	AMELANCHIER x G. 'AUTUMN BRILLIANCE'	APPLE SERVICEBERRY	8" HEIGHT	B & B	
AM	ACER MIYABEI 'MORTON'	STATE STREET MAPLE	4" CALIPER	B & B	BRANCHED UP 7'
AO	ACER x FREEMANNI 'MARMO'	MARMO MAPLE	4" CALIPER	B & B	BRANCHED UP 7'
AS	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN MAPLE	4" CALIPER	B & B	BRANCHED UP 7'
CC	CRATEGUS CRUSGALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	2-1/2" / 8" HT.	B & B	
CP	CRATEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	2-1/2" / 8" HT.	B & B	
CT	CELTIS OCCIDENTALIS	COMMON HACKBERRY	4" CALIPER	B & B	BRANCHED UP 7'
GB	GINKGO BILOBA VAR.	GINKGO	4" CALIPER	B & B	BRANCHED UP 7'
GT	GLEDITSIA T. VAR. INERMIS 'SKYLINE'	SKYLINE HONEYLOCUST	4" CALIPER	B & B	BRANCHED UP 7'
MR	MALLUS 'RED JEWEL'	RED JEWEL CRABAPPLE	2-1/2" / 8" HT.	B & B	BRANCHED UP 7'
MP	MALLUS 'PRAIRIFIRE'	PRAIRIFIRE CRABAPPLE	2-1/2" / 8" HT.	B & B	
QB	QUERCUS BICOLOR	SWAMP WHITE OAK	4" CALIPER	B & B	BRANCHED UP 7'
QR	QUERCUS RUBRA	RED OAK	4" CALIPER	B & B	BRANCHED UP 7'
SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	4" CALIPER	B & B	
TA	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	4" CALIPER	B & B	BRANCHED UP 7'
TD	TAXODIUM DISTICHUM	BALD CYPRESS	4" CALIPER	B & B	BRANCHED UP 7'
UT	ULMUS x HYBRID SPP.	HYBRID ELM SPP.	4" CALIPER	B & B	BRANCHED UP 7'
DECIDUOUS SHRUBS					
AM	ARONIA MELANOCARPA	BLACK CHOKEBERRY	36" HEIGHT	B & B	
CA	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	HUMMINGBIRD SUMMERSWEET	18"-24"	CONTAINER	
CS	CORNUS SERICEA 'ALLEMAN'S DWARF'	ALLEMAN'S DWARF DOGWOOD	30" SPREAD	B & B	
ES	EUONYMUS SPP.	EUONYMUS SPP.	18"-24"	CONTAINER	
HA	HYDRANGEA SPP.	HYDRANGEA SPP.	18"-24"	CONTAINER	
IV	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPICE	18"-24"	CONTAINER	
RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	18"-24"	CONTAINER	
RH	ROSA SPP.	SHRUB ROSE SPP.	3 GALLON	CONTAINER	
SB	SPIRAEA SPP.	SPIRAEA SPP.	18"-24"	CONTAINER	
SP	SYRINGA SPP.	DWARF LILAC SPP.	30" HEIGHT	B & B	
VB	VIBURNUM SPP.	VIBURNUM SPP.	30" HEIGHT	B & B	
EVERGREEN SHRUBS					
BW	BUXUS MICROPHYLLA 'GREEN BOUND'	GREEN BOUND BOXWOOD	18" SPREAD	B & B	
JC	JUNIPERUS SPP.	JUNIPER SPP.	24" SPREAD	CONTAINER	
TY	TAXUS SPP.	YEW SPP.	24" SPREAD	B & B	
PERENNIALS, ORNAMENTAL GRASSES AND GROUNDCOVERS					
CK	CALAMAGROSTIS A. 'KARL FOERSTER'	FEATHER REED GRASS	1 GALLON	CONTAINER	
EF	EUONYMUS FORTUNEI 'COLDRATUS'	PURPLELEAF WINTERCREEPER	3" POT	FROM FLATS	
EP	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	1 GALLON	CONTAINER	
GS	GERANIUM SANGUINEUM 'STRIATUM'	LANCASTRIENSE BLOODY CRANESBILL	1 GALLON	CONTAINER	
HS	HOSTA SPP.	HOSTA SPP.	1 GALLON	CONTAINER	
HH	HEDERA HELIX 'THORNDALE'	THORNDALE ENGLISH IVY	3" POT	FROM FLATS	
HE	HEMEROCALLIS SPP.	DAYLILY SPP.	1 GALLON	CONTAINER	
MS	MISCANTHUS SINENSIS VAR. 'PURPURASCENS'	PURPLE MAIDEN GRASS	1 GALLON	CONTAINER	
NF	NEPETA x FAASSENII	FAASSEN'S CATMINT	1 GALLON	CONTAINER	
PA	PENINSETUM ALOPECUROIDES 'HAEMEL'	DWARF FOUNTAIN GRASS	1 GALLON	CONTAINER	
PP	PHLOX PANICULATA 'DAVID'	DAVID GARDEN PHLOX	1 GALLON	CONTAINER	
RF	RUDBECKIA FULGIDA 'GOLDSTURN'	BLACK-EYED SUSAN	1 GALLON	CONTAINER	
SA	SEDUM x 'AUTUMN JOY'	AUTUMN JOY SEDUM	1 GALLON	CONTAINER	

Reclassification Of Area Shown On Map Number 1-I.
(Application Number 15363)

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 M1-1 Limited Manufacturing/Business Park District symbols as shown on Map Number 1-I in the area bounded by:

West Washington Street; a line 419.20 feet west of North Campbell Avenue; the alley north of and parallel to West Washington Street; and a line 471.80 feet west of North Campbell Avenue,

to those of an RT4 Multi-Unit Residential District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 2-G.
(Application Number 15374)

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 DS-3 Downtown Service District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Monroe Street; South Sangamon Street; a line 75.43 feet south of and parallel to West Monroe Street; and a line 118.74 feet west of and parallel to South Sangamon Street,

to those of a DX-5 Downtown Mixed-Use 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 15150)

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 RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-G in the area bounded by:

West Thomas Street; a line 121.50 feet east of North Ashland Avenue; the alley south of and parallel to West Thomas Street; and a line 145.50 feet east of North Ashland Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 3-G.
(Application Number 15254)

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 RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-G in the area bounded by:

West Cortez Street; a line 503.10 feet east of North Ashland Avenue; the alley south of and parallel to West Cortez Street; and a line 550.00 feet east of North Ashland Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 3-I.
(Application Number 15383)

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 RT3 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 75 feet south of and parallel to West Potomac Street; the public alley next east of and parallel to North California Avenue; a line 100 feet south of and parallel to West Potomac Street; and North California Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 15184)

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 Planned Development Number 926 symbols and indications as shown on Map Number 4-E in the area bounded by:

East 14th Street; South Michigan Avenue; a line 200.14 feet south of and parallel to East 14th Street; and a line 171.44 feet west of and parallel to South Michigan Avenue,

to those of a Residential-Business Planned Development Number 926, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to in this ordinance read as follows:

Residential-Business Planned Development Number 926, As Amended.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development Number 926, as amended ("Planned Development") consists of a net site area of approximately thirty-four thousand three hundred eleven (34,311) square feet of real property, comprising two (2) subareas, which is depicted on the attached Planned Development Property Line and Subarea Boundary Map (the "Property"), and is owned or controlled by the applicant, 1400 South Michigan L.L.C. ("Applicant") for purposes of this Residential Planned Development.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assigns or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this Planned Development shall be binding upon the owner of each individual subarea with respect to that subarea, its successors and assigns and if different than the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development, the legal titleholder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors.

Furthermore, pursuant to the requirements of Section 17-8-0400 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 if the change has a material adverse effect on the other subarea. A change shall be deemed to have a material adverse effect if it results in, or would result in, any of the following: (i) any limitation, restriction or diminution in the allowable uses, floor area, floor area ratio, density or other development entitlements of the other subarea's owner as they exist under this Planned Development or the Chicago Zoning Ordinance; (ii) any increase in the other subarea's owner's obligations with regard to, or cost of, the development or maintenance of the improvements located, or which may in the future may be located, in the subarea owned by such other subarea owner; (iii) any

imposition of changes, conditions or requirements upon the use, development, construction or maintenance of the owner's subarea, the improvements located or to be located thereon or thereunder, which changes, conditions or requirements are not contained in this Planned Development, or (iv) any change in law sought by a subarea's owner which would result in any portion of the Property owned by the other subarea's owner or the improvements located thereon becoming nonconforming. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the Planned Development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the Planned Development. If an amendment, modification or change (administrative, legislative or otherwise) does not have a material adverse effect, the amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development applicable to or in a given subarea designated pursuant to Statement Number 5 below need only be made or authorized by the owners and/or ground lessees of such subarea. Moreover, where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions of the improvements and not to the individual unit owners therein. No amendment may be sought without written approval by the condominium association unless the right to do so has been retained by applicant and its successors in title documents. Notwithstanding the foregoing, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interest or obligation therein.

4. This plan of development consists of these fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Subarea Boundary Map; a Site Plan; a Landscape Plan; Building Elevations (East, North, South and West); and a Green Roof Plan all dated December 15, 2005, prepared by Pappageorge Haymes Architects, which are all incorporated herein. Full-size sets of the Site Plan, Landscape Plan, and Building Elevations are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a Planned Development. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the areas delineated herein:

Subarea A: Multi-unit residential; accessory parking; commercial uses as permitted in the DX-7 Downtown Mixed-Use District; accessory commercial parking; shared parking in the evening hours allowing the accessory commercial parking to be used by valet services for the benefit of neighboring restaurant businesses; accessory uses; and related uses.

Subarea B: Commercial uses as permitted in the DX-7 Downtown Mixed-Use District.

6. Identification signs and business signs for on-site businesses shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the Planned Development subject to review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development, subject to the review and approval of the Department of Transportation and Planning and Development.
8. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work 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 in accordance with the Municipal Code of the City of Chicago.
9. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
10. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
11. Improvements of the Property, including on-site exterior landscaping and the landscaping along the adjacent rights-of-way, and all entrances and

exits shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and the Bulk Regulations and Data Table attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner that promotes, enables and maximizes universal access throughout the Property. Therefore, at the time when building permits are sought, the 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.
13. The terms, conditions and exhibits of this Planned Development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of natural resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. Copies of these standards may be obtained from the Department of Planning and Development.

The Applicant shall provide a vegetated ("green") roof in accord with the Green Roof Plan attached hereto, and in no case covering on at least twenty-five percent (25%) of the net roof area of each building to be newly constructed within this Planned Development. "Net roof area" is defined as total roof area minus any required perimeter setbacks, rooftop structures and roof-mounted equipment.

15. Unless substantial construction of the project has commenced within the Planned Development within six (6) years of the passage of the amended

Planned Development, the zoning of that Property shall revert to the DX-7 Downtown Mixed-Use District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Existing Zoning Map; Planned Development Property Line and Subarea Boundary Map; Site Plan; Landscape Plan; Building Elevations; and Green Roof Plan referred to in these Plan of Development Statements printed on pages 72073 through 72081 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development Number 926, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	50,980.7 square feet
Public Right-of-Way Area:	16,669 square feet
Net Site Area:	
Total:	34,311 square feet (.79 acres)
Subarea A:	30,025 square feet
Subarea B:	4,286 square feet
Maximum Floor Area Ratio:	
Total:	8.75
Subarea A:	9.71
Subarea B:	2.00

Maximum Number of Residential
Units:

Total: 276 dwelling units

Subarea A: 276

Subarea B: 0

Maximum Site Coverage: 100%

Subarea B Number of Accessory
Off-Street Parking Spaces: 0

Subarea A Number of Accessory
Off-Street Parking Spaces:

Residential: 303 maximum (1.09:1)

194 minimum (0.7:1)

In the event that fewer than 276
residential units are constructed, the
number of parking spaces may be
reduced as well, as long as the minimum
and maximum ratios are maintained.

Commercial: 19 minimum

27 maximum

Subarea A Minimum Number of
Off-Street Loading Docks: 3

Subarea B Minimum Number of
Off-Street Loading Docks: 0

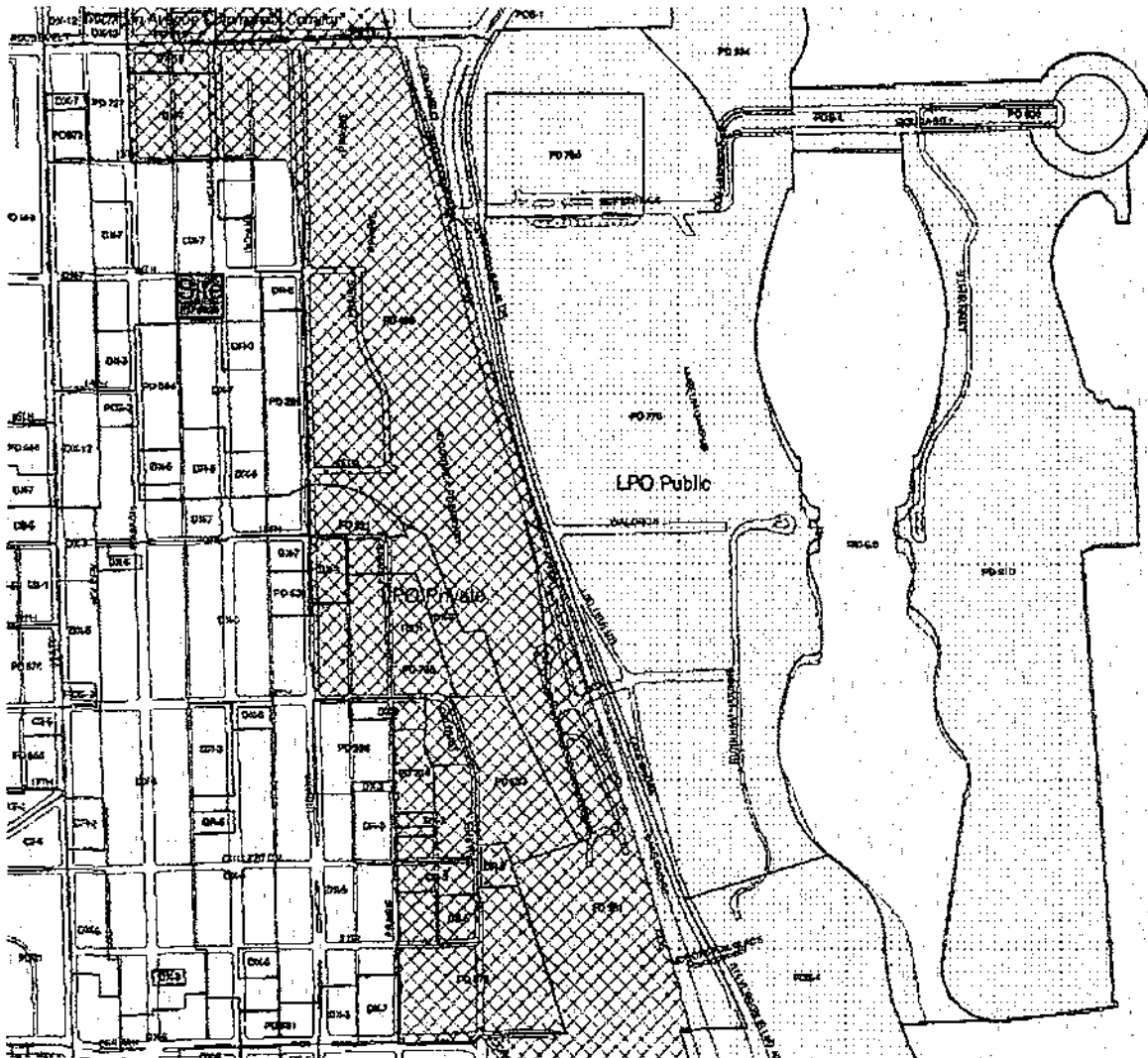
Building Setbacks: 0 feet

Building Height:

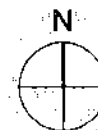
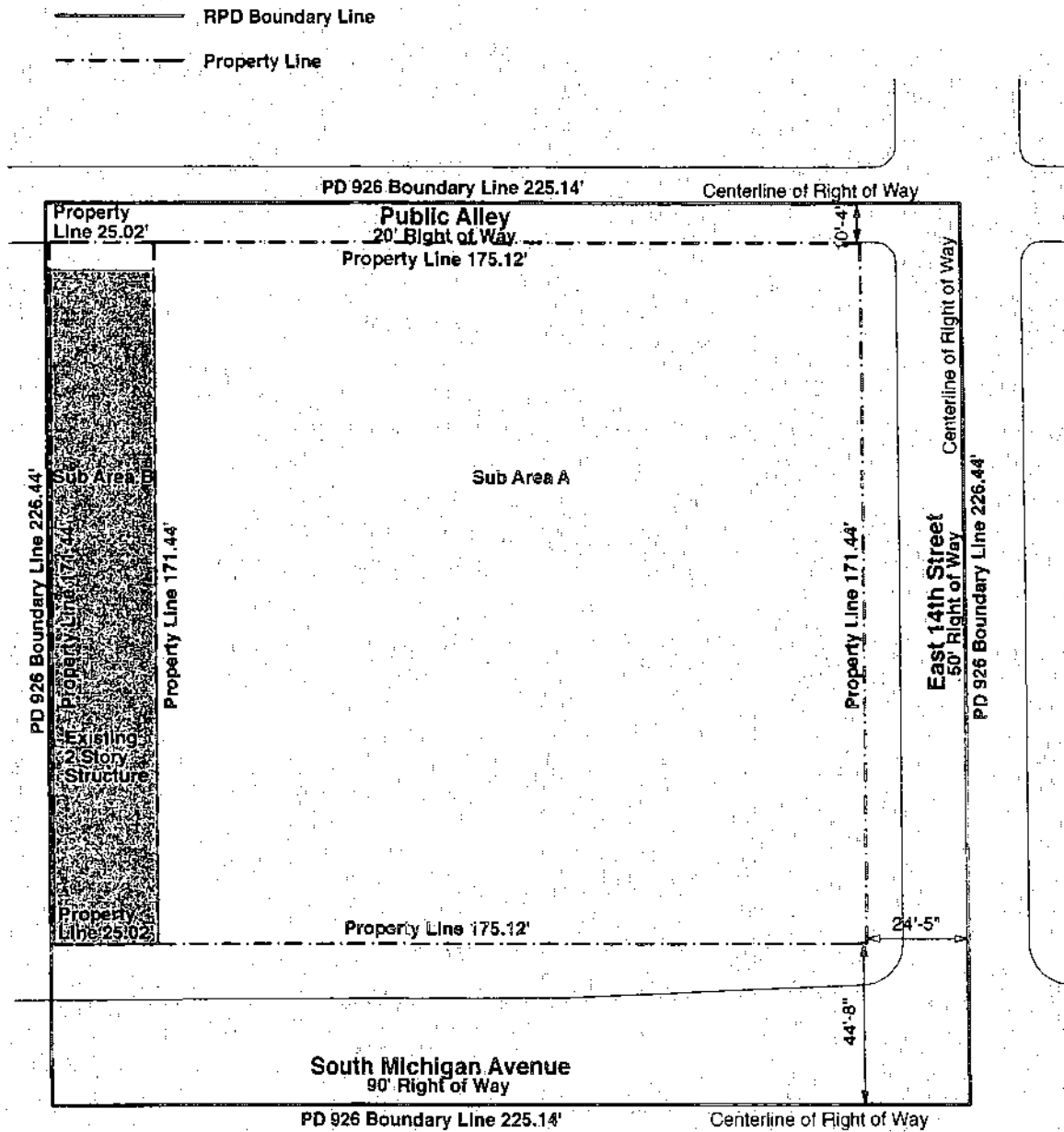
Subarea A: 340 feet

Subarea B: 30 feet

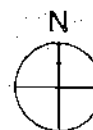
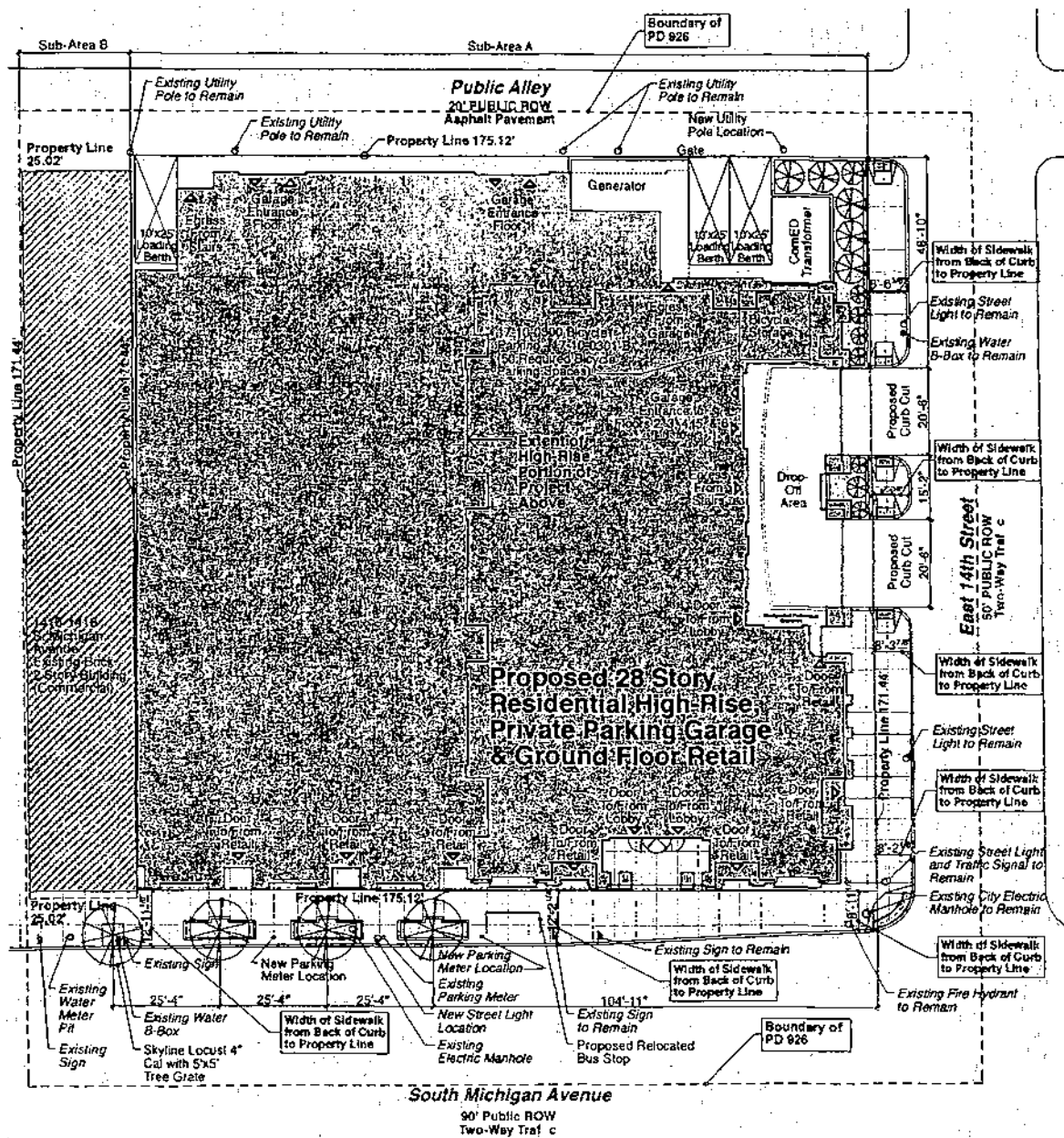
Existing Zoning Map.

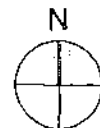


Planned Development Property Line
And Subarea Boundary Map.

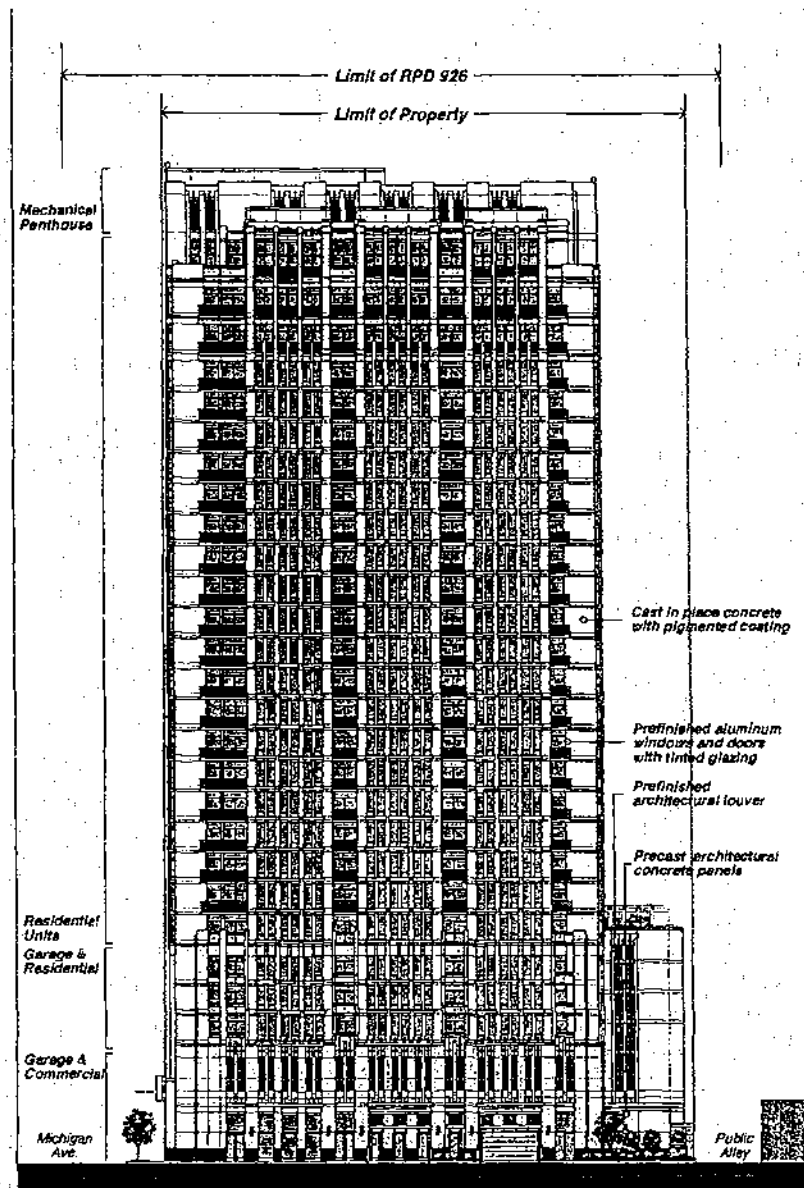


Site Plan.

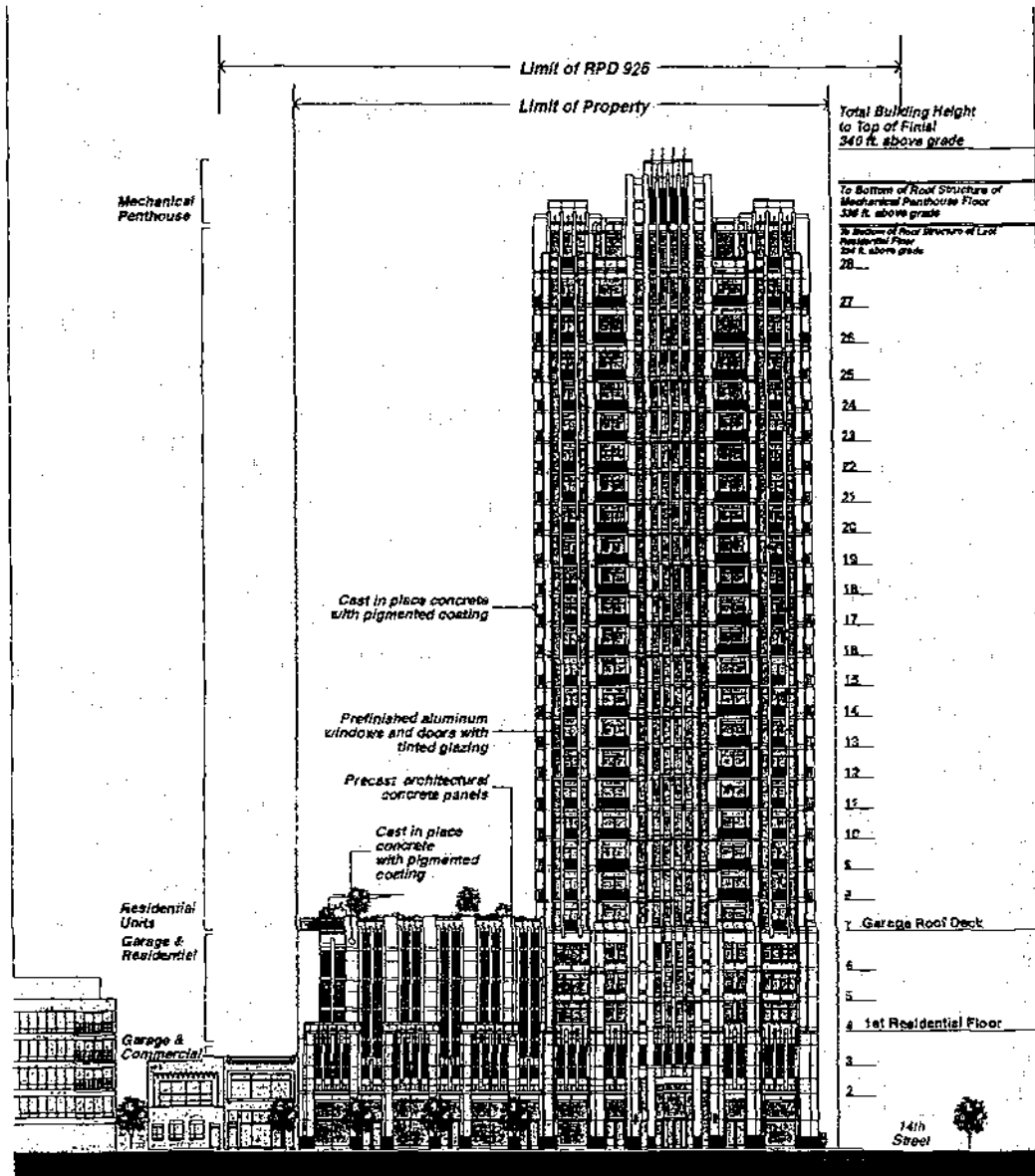


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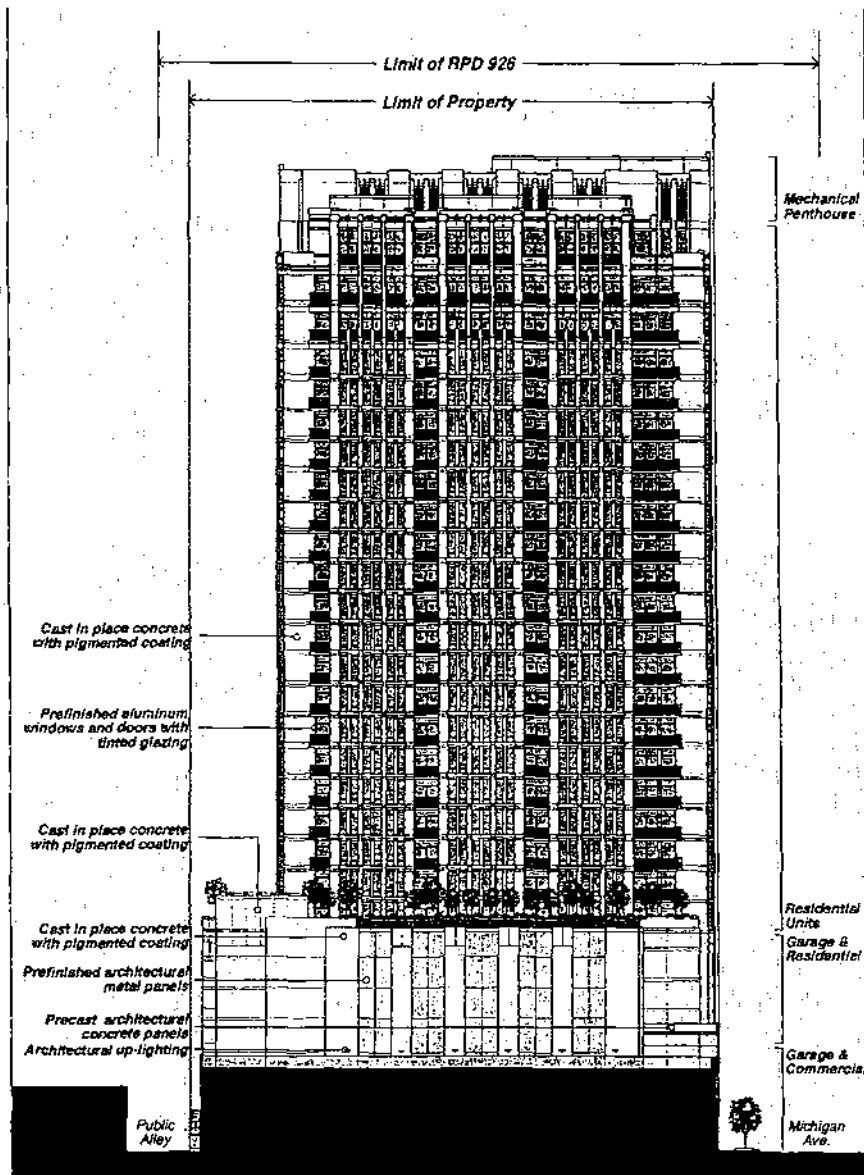
North Building Elevation.



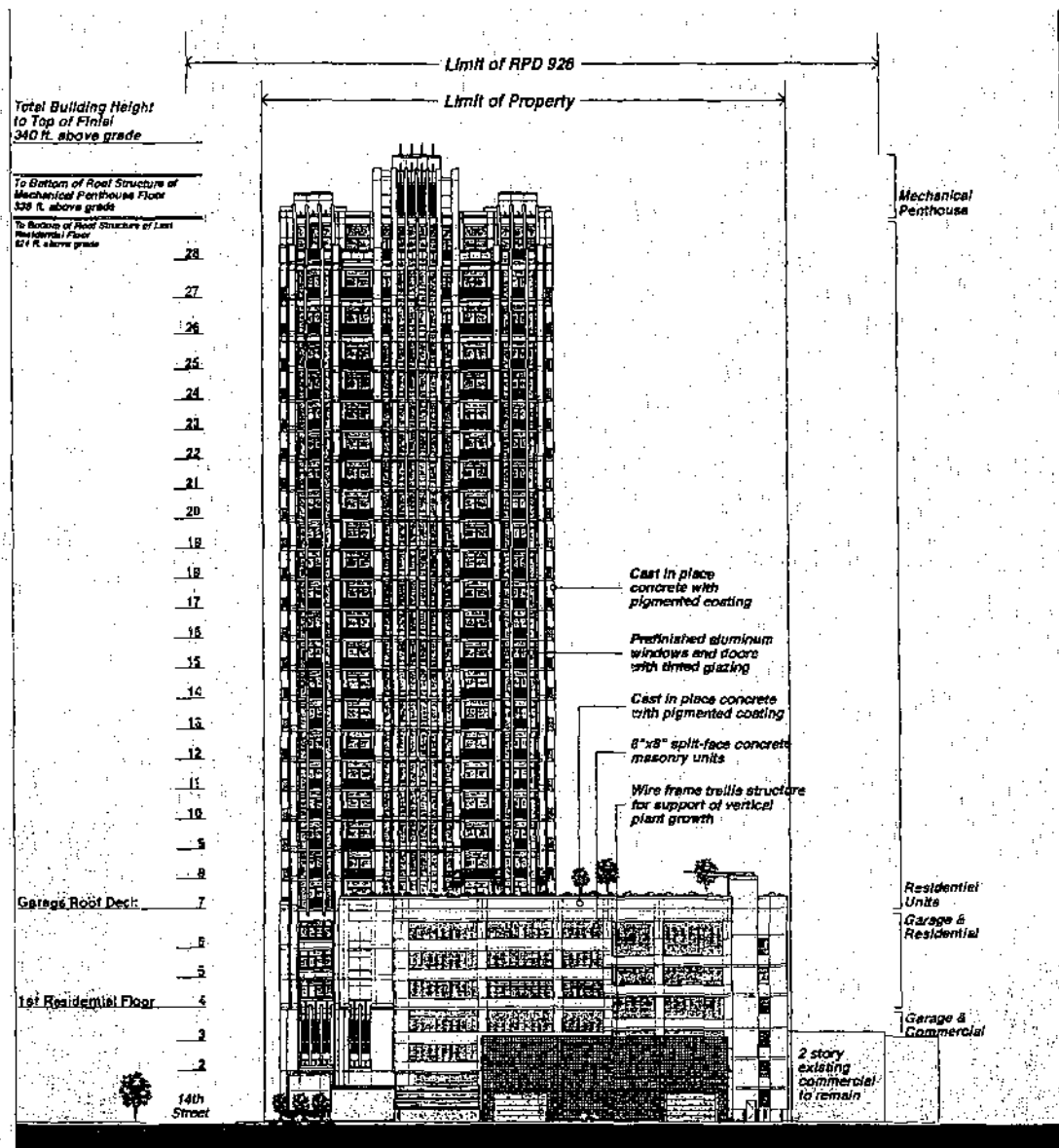
South Building Elevation.



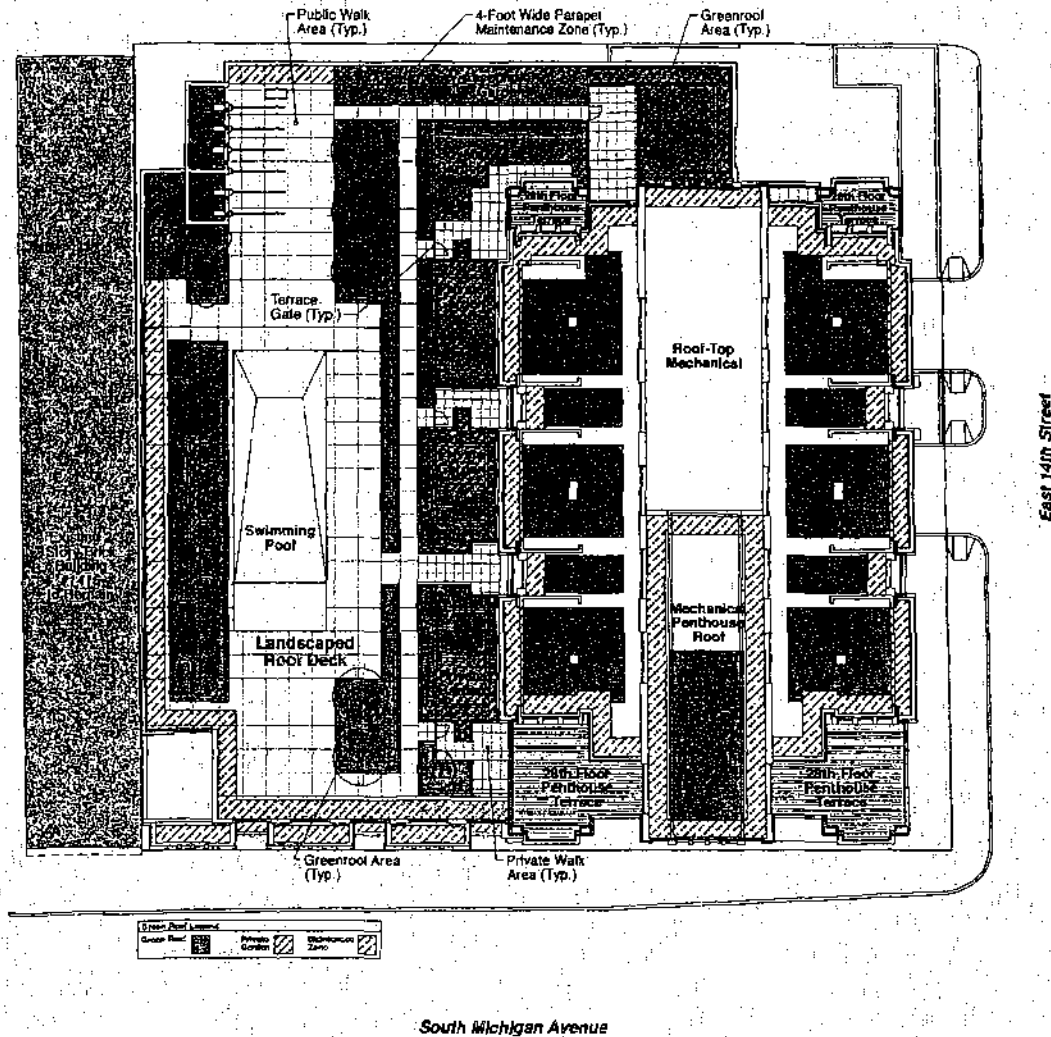
East Building Elevation.



West Building Elevation.



Green Roof Plan.

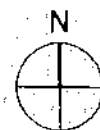


Total Net Roof Area: 16,853 sq. ft.

Note: Not including existing structure roof, 4' parapet, mechanical equipment maintenance area, swimming pool, private garden space and major mechanical equipment areas.

Green Roof Area: 8,595 sq. ft.

51% of applicable roof area



Reclassification Of Area Shown On Map Number 5-I.
(As Amended)
(Application Number 15288)

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 B3-1 and B3-3 Community Shopping District symbols and indications as shown on Map Number 5-I in the following area:

the alley next north of West Armitage Avenue; North Whipple Street; West Armitage Avenue; and a line 100.00 feet west of North Whipple Street,

to those of a B3-5 Community Shopping District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-N.
(Application Number A-5925)

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 B3-1 Community Shopping District symbols and indications as shown on Map Number 5-N in the area bounded by:

North Harlem Avenue; the alley next north of and parallel to West Armitage Avenue; a line 109.34 feet east of and parallel to North Harlem Avenue; and West Armitage Avenue,

to those of an M1-1 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number A-5856)

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

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 48 feet south of and parallel to West Oakdale Avenue; North Sheffield Avenue; a line 96 feet south of and parallel to West Oakdale Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 8-F.
(Application Number 15385)

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-F in area bounded by:

the alley next west of and parallel to South Normal Avenue; a line 827.40 feet south of and parallel to West 33rd Street; South Normal Avenue; and a line 885.64 feet south of and parallel to West 33rd Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit 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.
(As Amended)
(Application Number 15277)

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 RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 8-H in the area bounded by:

a line 552 feet north of and parallel to West 34th Street; the public alley next east of and parallel to South Claremont Avenue; a line 504 feet north of and parallel to West 34th Street; and South Claremont Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-I.
(Application Number 15311)

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 RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 8-I in the area bounded by:

a line 48.25 feet south of and parallel to West 34th Street; South Western Avenue; a line 72.25 feet south of and parallel to West 34th Street; and the public alley next west of and parallel to South Western Avenue,

to those of a B2-2 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-H.
(As Amended)
(Application Number 15286)

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 B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

the public alley next north of and parallel to West Roscoe Street; North Bell Avenue; West Roscoe Street; and a line 96 feet west of and parallel to North Bell Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number 15389)

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 B3-1 Community Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

West Byron Street; North Western Avenue; a line 380.35 feet north of the north line of the right-of-way of West Byron Street (including adjacent parkway and sidewalk); and the 16 foot public alley east of North Western Avenue,

to those of a B2-5 Neighborhood Mixed-Use 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-K.
(Application Number 15358)

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 C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-K in the area bounded by:

North Milwaukee Avenue; a line 50 feet southeast of and parallel to North Kedvale Avenue; the public alley next southwest of and parallel to North Milwaukee Avenue; North Kedvale Avenue; and North Kedvale Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-K.
(Application Number 15395)

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 C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-K in the area bounded by:

a line 93.42 feet north of and parallel to West Waveland Avenue; the alley next east of and parallel to North Cicero Avenue; a line 68.42 feet north of and parallel to West Waveland Avenue; and North Cicero Avenue,

to those of an C1-1.5 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-N.
(Application Number 15394)

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-N in the area bounded by:

a line 40 feet west of and parallel to the alley next west of and parallel to North Neenah Avenue; the alley next north of and parallel to West Roscoe Street; the alley next west of and parallel to North Neenah Avenue; and West Roscoe Street,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 13-H.
(Application Number 15382)

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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 13-H in the area bounded by:

the east/west public alley north of and parallel to West Lawrence Avenue; North Hamilton Avenue; West Lawrence Avenue; and a line 50.00 feet west of and parallel to North Hamilton Avenue,

to those of a B3-3 Community Shopping 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-I.
(Application Number 15372)

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 14-I in area bounded by:

a line 171 feet north of and parallel to West 63rd Street; the public alley next east of and parallel to South California Avenue; the public alley next north of and parallel to West 63rd Street; and South California Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 16-D.
(As Amended)
(Application Number 15323)

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 16-D in the area bounded by:

a line 71.11 feet long perpendicular to South Minerva Avenue commencing at a point 270 feet northeast of the intersection of East 65th Street and South Minerva Avenue; the alley next east of South Minerva Avenue; a line 81.15 feet long and perpendicular to South Minerva Avenue commencing at a point 220 feet northeast of the intersection of East 65th Street and South Minerva Avenue; and South Minerva Avenue,

to those of an RM5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 20-J.
(Application Number 15392)

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 B3-1 Community Shopping District symbols and indications as shown on Map Number 20-J in the area bounded by:

West 83rd Street; a line 31.5 feet east of South Pulaski Road; the alley next south of and parallel to West 83rd Street; and South Pulaski Road,

to those of a C1-1 Neighborhood 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 28-F.
(Application Number 15333)

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 28-F in the area bounded by:

the public alley next north of and parallel to West 114th Street; a line 152.75 feet west of and parallel to South Perry Avenue; West 114th Street; and a line 190.25 feet west of and parallel to South Perry Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Action Deferred -- AMENDMENT OF TITLE 17 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY RECLASSIFICATION OF AREA SHOWN
ON MAP NUMBER 3-1.
(Application Number 15387)

(Committee Meeting held February 23, 2006)

The Committee on Zoning submitted the following report was, on motion of Alderman Banks and Alderman Flores, *Deferred* and ordered published:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying a particular area.

I beg leave to recommend one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15366, 15378, 15369, 15370, 15364, 15266, and 15101 under the provisions of Rule 14 of the City Council's Rule of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that Alderman Ed Smith abstains from voting on Application Number 15391, and I, William J.P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 3-1 in the area bounded by:

West Augusta Boulevard; a line 25 feet east of and parallel to North Campbell Avenue; the alley next south of and parallel to West Augusta Boulevard; and North Campbell Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding usedistrict as hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- AMENDMENT OF TITLE 17 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY RECLASSIFICATION OF AREA SHOWN
ON MAP NUMBER 5-H.
(Application Number 15371)

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report which was, on motion on Alderman Banks and Alderman Flores, *Deferred* and ordered published:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 Alderman Ed Smith abstains from voting on Application Number 15391, and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman

The following is said proposed ordinance transmitted with the foregoing committee report:

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 M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 214.3 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Marshfield Avenue; a line 190.3 feet north of and parallel to West Wabansia Avenue; and North Marshfield Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- AMENDMENT OF TITLE 17 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY RECLASSIFICATION OF AREA SHOWN
ON MAP NUMBER 5-H.
(Application Number 15379)

(Committee Meeting Held February 23, 2006)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Flores, *Deferred* and ordered published:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 2006, 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 one communication transmitted from the Mayor appointing Patricia Scudiero as Zoning Administrator.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their amended form. They are Application Numbers 15194, 15386, 15277, 15124, 15184, 15323, 15286 and 15288.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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 Alderman Ed Smith abstains from voting on Application Number 15391 and I, William J. P. Banks, abstain from voting on Application Numbers 15371, 15379, 15387, 15386, 15366, 15378, 15369, 15370, 15364, 15266 and 15101 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.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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 M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 220 feet northwest of and parallel to West Moffat Street; North Milwaukee Avenue; a line 132 feet northwest of and parallel to West Moffat Street; and the alley next southwest of and parallel to North Milwaukee Avenue,

to those of a B2-2 Neighborhood Mixed-Use 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.

JOINT COMMITTEE.

COMMITTEE ON FINANCE

AND

COMMITTEE ON HUMAN RELATIONS.

UNITED STATES CONGRESS URGED TO OPPOSE PASSAGE OF
THE BORDER PROTECTION, ANTITERRORISM AND ILLEGAL
IMMIGRATION CONTROL ACT OF 2005 AND SUPPORT
PASSAGE OF THE SECURE AMERICA AND
ORDERLY IMMIGRATION ACT OF 2005.

A Joint Committee, comprised of the members of the Committee on Finance and the members of the Committee on Human Relations, submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Joint Committee on Human Relations and Committee on Finance, having had under consideration a resolution urging the United States Congress to pass and President Bush to enact the Secure America and Orderly Immigration Act of 2005, sponsored by Senators Kennedy and McCain and Representatives Kolbe and Gutierrez, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) BILLY OCASIO,
Committee on Human Relations,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Historically, Chicago has attracted immigrants from all over the world, making Chicago one of the most ethnically, racially and religiously diverse cities in the world; and

WHEREAS, Undocumented immigrants contribute to the vitality of the city by filling key roles in its economy, paying taxes, and contributing to its schools, neighborhoods, churches and communities; and

WHEREAS, The current national immigration system, which separates families, reduces the effectiveness of national security programs and contributes to labor abuses, must be reformed to provide undocumented immigrants a path for citizenship, reunification of families and protection from abusive labor practices; and

WHEREAS, On December 16, 2005, the United States House of Representatives passed "The Border Protection, Antiterrorism, and Illegal Immigration Control Act of 2005" (H.R. 4437). Introduced by Representative F. James Sensenbrenner, H.R. 4437 is a harsh anti-immigration law that would have drastic consequences for immigrants to this country; and

WHEREAS, H.R. 4437 requires mandatory detention of all immigrants without status; makes "unlawful presence" a crime and an aggravated felony for immigration purposes; denies basic due process protection to legal immigrants, refugees and asylum-seekers; and imposes a burdensome bureaucratic procedure for employment verification on employers; and

WHEREAS, In contrast, United States Senators Edward Kennedy and John McCain and United States Representatives Jim Kolbe and Luis Gutierrez introduced "The Secure America and Orderly Immigration Act of 2005" (S. 1033 and H.R. 2330) which establishes a more humane and comprehensive plan for immigration reform; and

WHEREAS, While providing for better security at the United States border and realistic law enforcement policies, the Kennedy-McCain bill also creates opportunities for immigrants currently living and working in the United States to gain legal status, and permits four hundred thousand guest workers in low-skill jobs; and

WHEREAS, The passage of the Kennedy-McCain bill would modernize the national immigration system with a realistic plan for immigration, while still protecting our borders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby urge the United

States Senate to defeat The Border Protection, Antiterrorism and Illegal Immigration Control Act of 2005 (H.R. 4437) when that body considers the legislation later this year, and do hereby urge the President of the United States to veto such legislation if it is in fact approved by the Senate; and

Be It Further Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby urge the President of the United States and the United States Congress to pass and sign into law The Secure America and Orderly Immigration Act of 2005, sponsored by Senators Kennedy and McCain and Representatives Kolbe and Gutierrez; and

Be It Further Resolved, That copies of this resolution be delivered to the President of the United States, the President Pro Tempore of the United States Senate, the Speaker of the United States House of Representative, and each member of the Illinois congressional delegation.

JOINT COMMITTEE.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION

AND

COMMITTEE ON BUILDINGS.

**AMENDMENT OF TITLE 4, CHAPTER 388 SECTIONS 175
AND 190 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE
WRITTEN EVACUATION PLAN AND MODIFY OCCUPANCY
LIMITS FOR SPECIAL CLUB ESTABLISHMENTS
WITHIN WRIGLEY FIELD ADJACENT AREA.**

A Joint Committee, comprised of the members of the Committee on License and Consumer Protection and the members of the Committee on Buildings, submitted the following report:

CHICAGO, March 1, 2006.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection and Committee on Buildings, having under consideration an ordinance introduced by Alderman

Thomas Tunney (which was referred on February 8, 2006), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Joint Committee on February 22, 2006.

Respectfully submitted,

(Signed) GENE SCHULTER,
*Committee on License
and Consumer Protection,
Chairman.*

(Signed) BERNARD L. STONE,
*Committee on Buildings,
Chairman.*

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

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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 of Council of the City of Chicago:

SECTION 1. Chapter 4-388 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-388-175 Miscellaneous Requirements.

The following provisions apply to buildings in the Wrigley Field Adjacent Area in which a special club license is located.

(Omitted text is unaffected by this ordinance.)

- (i) (1) Every building in which a special club license is located shall have a written evacuation plan in place. The evacuation plan shall plan for the emergency evacuation of occupants of the building and rooftop club, and include such other information that the deputy commissioner in charge of the bureau of fire prevention shall prescribe in rules and regulations.
- (2) It shall be the duty of the special club licensee to create, implement, maintain and update the evacuation plan.
- (3) Every special club licensee shall submit the evacuation plan to the fire department for approval no later than 90 days after the effective date of this amendatory ordinance. Thereafter, the licensee shall review the plan annually and shall amend or update the plan as necessary. Any changes or amendments to the plan shall be submitted to the fire department for approval prior to any changes or amendments becoming effective.
- (4) The deputy commissioner in charge of the bureau of fire prevention is authorized to promulgate rules and regulations to effectuate the purposes of this subsection (i). The rules and regulations shall set forth the minimum requirements of the plan, including the designation of required personnel and information required in the plan.

4-388-190 Occupancy Limits.

(a) Notwithstanding subsections 13-56-090 (a) and (b), special club licensees may not provide services to more than 100 persons on the rooftop on the roof level; provided that if the square footage of the roof level exceeds 1,600 square feet, the special club licensee may provide service for up to 200 persons on the rooftop on the roof level; provided further, that the maximum allowed occupancy capacity of the roof level shall be the maximum allowed occupancy capacity for the rooftop.

(b) Notwithstanding subsection (a), the occupancy limitation for a special club license that has been issued prior to the effective date of this ordinance which is limited to 100 persons or less on the roof level shall remain limited to 100 persons or less on the roof level, regardless if of whether the total square footage of the roof level exceeds 1,600 square feet due to expansion.

~~(c) A special club licensee may not at any time allow more than an aggregate total of 200 people on all licensed levels combined.~~

~~(d)~~ (c) The occupancy limitations set forth in this section are absolute maximums, and the actual allowed capacity shall be based on the applicable provisions of the building code.

SECTION 2. This ordinance shall take effect after its passage and approval.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 and Stone. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MRS. ILLINOIS "ILLA" DAGGETT.

WHEREAS, The members of this chamber learned with great sadness that Illinois "Illa" Daggett, an outstanding citizen who devoted much of her life to community and public service, passed away on February 1, 2006, at the age of seventy-eight; and

WHEREAS, Mrs. Daggett, the oldest of four children, was born Illinois Causey on January 7, 1928, to Frank and Elnora Causey; and

WHEREAS, After the death of her parents when she was eight years old, Mrs. Daggett and her siblings were raised by their aunt Viola Smith, who taught them the importance of the love of God, family and community; and

WHEREAS, After graduation from high school, Mrs. Daggett attended Herzel Junior College and Northwestern University; and

WHEREAS, On January 19, 1946, Mrs. Daggett married Julian Daggett, a police officer, and they were the proud parents of ten children; and

WHEREAS, Mrs. Daggett's thirty-year career in community organizing began in the late 1960s, when she and her husband were the first African-Americans to move into what was then the predominately white Austin neighborhood; and

WHEREAS, As a tireless community activist, she did much to advance the cause of integration and education for African-Americans, including helping to integrate Austin High School; establishing an employment agency for the unemployed; founding the Concerned Black Parents of Austin, an anti-crime community group; and starting the Austin Developmental Center for Special Needs Children; and

WHEREAS, Mrs. Daggett lived a virtuous life in devotion to Christ as a member of the Mozart Baptist Church, which is now the First Baptist Congregational Church; and

WHEREAS, Although Mrs. Daggett will be greatly missed by her family, friends and colleagues, her memory will live on in their hearts forever; and

WHEREAS, The passing of this devoted wife and loving mother will be deeply felt by her family and friends, especially her husband of sixty years, Julian; her four sons, Julian, Jr., Gregory, Reginald and Antonio; her six daughters, Sharon, Karen, Darcine, Illa, Danielle and Nicole; her thirty-two grandchildren; her five great-grandchildren; her sister, Florida; her brother, 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 this first day of March, 2006, do hereby commemorate Illinois Daggett for her grace-filled life and do hereby extend our most sincere condolences to her family and friends; and

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

TRIBUTE TO LATE REVEREND GORDON A. HUMPHREY, SR.

WHEREAS, The members of this chamber were deeply saddened to learn of the death on February 6, 2006, at age eighty-two, of Reverend Gordon A. Humphrey, Sr., the former pastor of Shiloh Missionary Baptist Church in Chicago; and

WHEREAS, Born in Ogemaw, Arkansas on December 5, 1924, Reverend Humphrey was the beloved son of Gordon and Claudia Humphrey; and

WHEREAS, At age three, following the death of his father, Reverend Humphrey returned with his mother to her home in Chattanooga, Tennessee. At the tender age of thirteen, Reverend Humphrey accepted his call to the gospel ministry and began to preach at Liberty Baptist Church in his home town; and

WHEREAS, Moving as a young man with his family to Chicago, Reverend Humphrey graduated in 1944 from DuSable High School, where he served as president of his class; and

WHEREAS, Following his high school graduation, Reverend Humphrey enrolled as one of the first students at the Chicago Baptist Institute and also attended Northern Baptist Theological Seminary in Chicago. As an adult, Reverend Humphrey received an honorary doctorate degree from Bell Grove Theological Seminary of California; and

WHEREAS, At age nineteen, Reverend Humphrey served as the Undershepherd of the Second Baptist Church in Harvey, Illinois, where he was instrumental in helping the congregation to erect a new church building. It was here that Reverend Humphrey met his future wife, Helen Warfield; and

WHEREAS, After seven years of distinguished service to Second Baptist Church, Reverend Humphrey accepted his call to lead the members of Saint Moriah Baptist Church in Richmond, Indiana, where he remained for three years before accepting the pastorate of the Bethel Baptist Church in Akron, Ohio; and

WHEREAS, A diligent servant of Christ, Reverend Humphrey returned to Chicago to shepherd the flock at Shiloh Missionary Baptist Church, where he labored in service to the Lord for more than forty-three years; and

WHEREAS, During his tenure as a church leader, Reverend Humphrey ordained over twenty ministers and helped to found four churches nationwide: Oliver Institutional Baptist Church in Oakland, California; New Alpha Missionary Baptist Church in Burlington, Vermont; Salem Baptist Church in Chicago, Illinois; and Ebenezer Baptist Church in Lansing, Michigan; and

WHEREAS, A long-time community activist, whose presence as a civic leader in Chicago's 4th Ward will be sorely missed, Reverend Humphrey was actively involved in Operation PUSH; the Salem District Association; the National Baptist Convention U.S.A., Incorporated; and One Church, One Child, where he served on the board; and

WHEREAS, An extraordinary man, who blessed hundreds through his ministry and countless others through his humanitarian efforts on their behalf, Reverend Humphrey will always be remembered as a true Christian, who never ceased to recognize the importance of placing God first in one's life, and for his tireless efforts to bring comfort, help and hope to people in need; and

WHEREAS, Reverend Humphrey is survived by his daughter, Charlene; two sons, Gordon, Jr. and Michael; and his grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby honor the life and memory of Reverend Gordon A. Humphrey, Sr.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Gordon A. Humphrey, Sr. as a sign of our sympathy and good wishes.

CONGRATULATIONS EXTENDED TO MS. TANITH BELBIN AND
MR. BEN AGOSTO ON WINNING OLYMPIC
SILVER MEDAL IN ICE DANCING IN
XX WINTER OLYMPIC GAMES.

WHEREAS, Every four years all people in this vast global community are invited to join in celebrating the Winter Olympic Games as a reflection of our noblest human qualities; and

WHEREAS, At such an event the greatest athletes in the world compete at the highest level, thereby reminding us that the Olympic Games embody the ideals to which we all aspire; and

WHEREAS, In 2006, the XX Winter Olympic Games were hosted by Torino, Italy, and provided the world with demonstrations of athletic excellence in keeping with the spirit of the Olympics; and

WHEREAS, No performance was more demonstrative of the Olympic spirit than that of Benjamin Agosto and Tanith Belbin, winners of the silver medal for ice dancing, the first United States medal winners in this competition in thirty years; and

WHEREAS, In 1998, Mr. Agosto, who started skating in the Chicago area at age six, moved to Detroit, Michigan, to further his ice skating career, and that same year he formed his long and successful partnership with Ms. Belbin; and

WHEREAS, Ms. Belbin, who hails from Kirkland, Canada but has lived in the United States since 1998, was ineligible to represent the United States in the Olympics until Congress passed a bill that permitted her to accelerate her citizenship application; and

WHEREAS, In addition to the 2006 Olympic silver medal, Mr. Agosto and Ms. Belbin have won numerous other awards and competitions, including gold, silver and bronze medals in ISU Grand Prix Competitions; 2004, 2005 and 2006 National Championships; a silver medal at the 2004 -- 2005 World Championships; and 2002 World Junior Championships; and

WHEREAS, Through hard work and dedication, Mr. Agosto and Ms. Belbin have distinguished themselves as two of the world's best figure skaters, and are role models for all inspiring young athletes; and

WHEREAS, We join with all the people of the City of Chicago and the State of Illinois in saluting Olympic silver medal winners, Tanith Belbin and Benjamin Agosto; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby congratulate Tanith Belbin and Benjamin Agosto for winning the Olympic silver medal in ice dancing, and extend our sincere best wishes for their continued success and future endeavors; and

Be It Further Resolved, That suitable copies of this resolution be presented to Tanith Belbin and Benjamin Agosto as an expression of our esteem and gratitude.

*CONGRATULATIONS EXTENDED TO MR. SHANI DAVIS ON
BECOMING FIRST AFRICAN AMERICAN TO WIN
OLYMPIC GOLD MEDAL IN INDIVIDUAL
SPORT AT 2006 WINTER OLYMPICS.*

WHEREAS, Every four years all people in this vast global community are invited to join in celebrating the Winter Olympic Games as a reflection of our noblest human qualities; and

WHEREAS, At such an event the greatest athletes in the world compete at the highest level, thereby reminding us that the Olympic Games embody the ideals to which we all aspire; and

WHEREAS, In 2006, the XX Winter Olympic Games were hosted by Torino, Italy, and provided the world with demonstrations of athletic excellence in keeping with the spirit of the Olympics; and

WHEREAS, No performance was more demonstrative of the Olympic spirit than that of Chicago's Shani Davis, who became the first African-American to win a gold medal for an individual sport in the history of the Winter Olympics; and

WHEREAS, Shani Davis, who was raised by his mother on the south side of Chicago, took up speed skating at age six, and showed great promise at that sport, even as a youngster; and

WHEREAS, He began training at an ice rink in Evanston, and went on to win National Age Group Championships in 1995, 1997, 1999, 2000 and 2003; and

WHEREAS, Shani Davis made speed skating history in 2000 when, at age seventeen, he became the first United States skater to earn spots on both the short track and long track Junior World Teams, a feat that he repeated in 2001 and 2002; and

WHEREAS, In 2004 and 2005, Shani Davis competed on both United States short and long track World Teams, and he won speed skating's 2005 World Allround title; and

WHEREAS, On February 18, 2006, Shani Davis became the first African-American to win an individual gold medal in Winter Olympics history by finishing the 1,000 meter competition in 1 minute, 8.89 seconds; and

WHEREAS, Three days later he added to this amazing accomplishment by winning the silver medal in the 1,500 meter event; and

WHEREAS, Shani Davis, with his stellar performance at the 2006 Olympic Winter Games, and through his outstanding speed skating career, has made all Chicagoans proud, and serves as an inspiration to young people, particularly minority and inner-city youths, who dare to dream of greatness; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby extend our heartfelt congratulations to Shani Davis for his victory in the 1,000 meter event at the 2006 Olympic Winter Games, which thereby made him the first African-American to win a gold medal for an individual event at the Winter Olympics; for his winning the silver medal in the 1,500 meter event; and for his outstanding performance throughout the 2006 Olympics and throughout his exemplary speed skating career; and

Be It Further Resolved, That suitable copies of this resolution be presented to Shani Davis as a sign of our honor, esteem and good wishes.

*CONGRATULATIONS EXTENDED TO ILLINOIS PARTICIPANTS
IN 2006 WINTER OLYMPIC GAMES IN TORINO, ITALY.*

WHEREAS, Every four years all people in this vast global community are invited to join in celebrating the Olympic Winter Games as a reflection of our noblest human qualities; and

WHEREAS, At this event the greatest athletes in the world compete at the highest level, thereby reminding us that the Olympic Games embody the ideals to which we all aspire; and

WHEREAS, In 2006, the XX Olympic Games were hosted by Torino, Italy, and provided the world with demonstrations of athletic excellence in keeping with the spirit of the Olympics; and

WHEREAS, All of Chicago is proud of our athletes from Illinois, who gave everything they had at the Olympic Games, exemplifying the spirit of the Olympics; and

WHEREAS, We salute hockey player Chris Chelios, who was born in Chicago and played for the Chicago Blackhawks from 1990 -- 1999 before joining the Detroit Red Wings. Mr. Chelios, who was participating in his fourth Olympics, played as a defenseman and was captain of Team U.S.A.; and

WHEREAS, We salute speed skater Margaret Crowley, who at nineteen years old, is a two-time member of the United States Junior World Team; was crowned the 2004 U.S. Junior Champion, finished second at last season's United States Junior Championship and was third overall at the 2005 senior-level United States Championship. Ms. Crowley attends Northwestern University, where she is majoring in economics, with minors in French and literature; and

WHEREAS, We salute figure skater Melissa Gregory of Northbrook, Illinois, in her Olympic debut. Ms. Gregory, who started skating at age seven in Northfield, Illinois, has won a medal in each of her five appearances at the United States Nationals with her partner Denis Petukhov; and

WHEREAS, We salute figure skater Evan Lysacek of Naperville, Illinois, who overcame illness during the games to persevere and deliver an inspiring program packed with emotion and difficult technical components, including eight triple jumps, three in combination. He received a score of 152.58 in the final round, a personal best, and won a fourth-place finish, barely missing a medal; and

WHEREAS, We salute figure skater Aaron Parchem of Oak Park, Illinois, who competed in pairs figure skating with his partner, Marcy Hinzmann. The first African-American man to compete in Olympic figure skating, Mr. Parchem's beautifully executed free skate program with his partner met with a tremendous ovation in Torino; and

WHEREAS, We salute figure skater Matt Savoie, who has remained in his home in Peoria, Illinois, continuing his education and training under his childhood coach. When Mr. Savoie entered the 2006 U.S. Championships in St. Louis, few named him as a favorite to make the team, but in the free skate, he delivered one of the best performances of his career; and shortly afterwards, United States Figure Skating's international committee officially named him to the Olympic team; and

WHEREAS, We salute bobsledder Lorenzo Smith III of Kankakee, Illinois, who is a captain in the United States Army. Captain Smith pushed for both Steve Holcomb and Mike Kohn during the 2004 -- 2005 season, including a fourth place finish in Holcomb's four-man sled at the Lake Placid World Cup. Captain Smith graduated from the United States Military Academy at West Point, where he also played football and ran track, was a member of the World Class Athlete Program (W.C.A.P.) and served as an air defense artillery officer in South Korea from 2001 -- 2003; and

WHEREAS, These athletes' dedication, skills and accomplishments have earned them the admiration and respect of all Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby honor and congratulate Chris Chelios, Margaret Crowley, Melissa Gregory, Evan Lysacek, Aaron Parchem, Matt Savoie and Lorenzo Smith III for their accomplishments at the

2006 Olympic Games, and we extend to these superb athletes our best wishes for continued success in their careers; and

Be It Further Resolved, That suitable copies of this resolution be presented to these Olympic athletes as a token of our appreciation and esteem.

Presented By

**THE HONORABLE RICHARD M. DALEY, MAYOR,
And ALDERMAN DOHERTY (41st Ward):**

TRIBUTE TO LATE MRS. MARY STANIEC.

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age eighty-three of Mary Staniec, a devoted community activist; and

WHEREAS, Born in Fancy Farm, Kentucky, Mrs. Staniec was the oldest daughter of eleven children and spent her childhood taking care of her younger siblings; and

WHEREAS, Mrs. Staniec moved to Chicago at age eighteen, where she completed the General Educational Development test and began working at an architectural firm; and

WHEREAS, It was at this time in her life that Mrs. Staniec became involved with political causes such as the Equal Rights Amendment; and

WHEREAS, After Mrs. Staniec lost her job due to her involvement in the Equal Rights Amendment movement, Mayor Richard J. Daley offered her a job with the Department of Planning and Development, where she helped develop the City's lakefront development plan; and

WHEREAS, Mrs. Staniec married former Cook County Judge Marjan Staniec in 1977 and returned to college in the 1980s, where she received a degree in public administration and political science from Chicago State University in 1987; and

WHEREAS, In 2002, Mrs. Staniec was inducted into Chicago's Senior Citizens Hall of Fame for her extensive community work, including her involvement with the 41st Ward Regular Democratic Organization; and

WHEREAS, In addition to her political work with the Democratic Party, Mrs. Staniec founded the not-for-profit group Northwest Action Council and worked as an assistant chief steward with Local 2912 of the American Federation of State, County and Municipal Employees; and

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

WHEREAS, A devoted wife, loving mother and proud grandmother, Mrs. Staniec's passing will be deeply felt by her family and friends, especially her husband, Marjan; her two daughters, Joyce Stark-Wilson and Carol Hamilton; her two sons, Joseph Wilson and Wayne Staniec; her four sisters; her seven grandchildren; and her eight great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby honor the life and memory of Mary Staniec and extend our heartfelt condolences to her family; and

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

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

**DECLARATION OF JUNE 30 THROUGH JULY 4, 2006
AS "INTERNATIONAL FESTIVAL OF LIFE
DAYS" IN CHICAGO.**

WHEREAS, Martin's Inter-Culture, Inc. will host the fourteenth annual African/Caribbean International Festival of Life, from June 30 through July 4, 2006 at Washington Park; and

WHEREAS, One of the objectives of the Festival of Life is to bring together, under one umbrella, peoples of various nationalities, cultures and ethnic backgrounds; and

WHEREAS, The star-studded celebration will feature some of the best entertainers in the genres of reggae, calypso, salsa and other world beat music; and

WHEREAS, Part of the proceeds from the event will be donated to the charitable needs of organizations, whose objectives are based on the development of children in crisis; and

WHEREAS, The International Food Court and Market Place will exhibit scores of vendors, selling and sampling food and products and displaying business ideas; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this first day of March, 2006, do hereby proclaim June 30 through July 4, 2006 to be International Festival of Life Days; and

Be It Further Resolved, That copies of this resolution be presented to Ephraim M. Martin.

*DECLARATION OF MARCH 8, 2006 AS "INTERNATIONAL
WOMEN'S DAY" IN CHICAGO.*

WHEREAS, International Women's Day was established in 1910 to promote justice and equality for women everywhere; and

WHEREAS, Since that time International Women's Day has inspired women around the world to struggle to end oppression, to obtain freedom and to celebrate their achievements; and

WHEREAS, Since 1984, women in the city of Chicago have held rallies, marches, calls to action and programs to draw attention to women's ongoing struggle for political, social and economic justice; and

WHEREAS, In 1996, the City Council of Chicago passed a resolution declaring March 8, 1996, International Women's Day; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this first day of March, 2006, do hereby proclaim March 8, 2006 to be International Women's Day in Chicago and join together to remain vigilant in guarding the public interest of the women of Chicago in all matters possible; and

Be It Further Resolved, That a copy of this resolution will be sent to Richard M. Daley, Mayor of Chicago; Lisa Madigan, Attorney General of Illinois; Rod Blagojevich, Governor of Illinois; Dick Durbin, United States Senator; and Barack Obama, United States Senator.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MRS. DANIELLE LA NIELLE PINCKNEY.

WHEREAS, God in His infinite wisdom and judgement has called to her eternal reward Danielle LaNielle Pinckney, beloved citizen and friend, September 28, 2005; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Anthony Beale, 9th Ward; and

WHEREAS, A native of Chicago, Danielle LaNielle Pinckney, was born on June 14, 1969, to the blessed union of John T. and Marilyn J. David; and

WHEREAS, Symbolic of the strength and solidity of family life, Danielle was joined in holy matrimony to her grammar school sweetheart, Leo Eric Pinckney, on July 23, 1994 and shared twenty-one years of wedded bliss; and

WHEREAS, Danielle LaNielle Pinckney was affectionately known as "Dannie", "Petey" and "Dan Dan" by her family and friends. Her passions in life were music and the ability to bring laughter into the life of others. She was a vital and active member in her community and family. She will be sorely missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Danielle LaNielle Pinckney leaves to celebrate her life and cherish her memory her devoted and loving husband, Leo Eric Pinckney; loving mother, Marilyn J. David; her mentor, sister and best friend, Donna Leigh David; half brother, Richard David; grandmother, Nell Shields; a special niece, Devon J. Pinckney; eight sisters-in-law; four brothers-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, gathered here this first day of March, 2006 A.D., do hereby express our sorrow on the death of Danielle LaNielle Pinckney 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 Danielle LaNielle Pinckney.

*CONGRATULATIONS EXTENDED TO MR. THOMAS E. BECK III
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, On February 12, 2006, at a Court of Honor ceremony held at Saint Mark United Methodist Church on this city's south side, the rank of Eagle Scout was bestowed on Thomas E. Beck III from the Boy Scouts of America; and

WHEREAS, On April 27, 2000, Thomas E. Beck III, a compassionate and caring youth, joined the Boy Scouts of America Troop 534 under the leadership of Scoutmaster Eddie L. Banks, Sr.. During his tenure as a boy scout, he participated in many camp outings from 2000 through 2003, completing a twenty-one mile hike at New Salem State Park twice. He also successfully completed Junior Leadership Training in July, 2002 and has proudly served his troop in the capacities of Quartermaster, Assistant Patrol Leader, Patrol Leader and Senior Patrol Leader; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of boys who enroll in the scouting program. In order to become an Eagle Scout, a scout must earn twenty-one merit badges in addition to completing several community service projects. Thomas E. Beck III chose as his project focus helping homeless and less fortunate citizens. He shouldered the responsibility of planning, coordinating and executing the gathering, preparing and distribution of more than one hundred new and used donated books to that populace; and

WHEREAS, The Honorable Anthony Beale, Alderman of the 9th Ward, has informed this august body of this auspicious occasion; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered together this first day of March, 2006 A.D., do hereby salute the success of Thomas E. Beck III on attaining the rank of Eagle Scout and wish him every success in any and all future endeavors he may wish to undertake; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas E. Beck III.

*CONGRATULATIONS EXTENDED TO MR. AND MRS. DONALD DAVIS
ON FORTY-FIFTH WEDDING ANNIVERSARY.*

WHEREAS, Donald and Barbara Davis celebrated their forty-fifth wedding anniversary January 31, 2006; and

WHEREAS, The celebration, hosted by the siblings of Donald and Barbara Davis, was held at the Martinique Banquet Hall January 28, 2006; and

WHEREAS, This august body has been informed of this momentous occasion by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, Following their romantic courtship, Donald and Barbara were joined in the sacrament of holy matrimony January 31, 1961; and

WHEREAS, Their forty-five years of married life have produced a loving and close family consisting of their three children; and

WHEREAS, Throughout their marriage and their children's youth, Donald and Barbara Davis worked hard to provide a loving and supportive environment; and

WHEREAS, Donald and Barbara Davis have passed forty-five years of married life in loving and consistent devotion to one another, truly exemplifying the spirit of the blessed sacrament of Holy Matrimony and serving as a model of inspiration to their children; and

WHEREAS, Donald and Barbara Davis are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their forty-fifth wedding anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our heartiest congratulations to Donald and Barbara Davis upon the forty-fifth anniversary of their marriage and join with their family and friends in wishing that every tomorrow be twice as sunny and sweet as all the days that have passed them and may they continue to share many years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Donald and Barbara Davis.

*CONGRATULATIONS EXTENDED TO REVEREND MICHAEL A. JONES
ON THIRTEENTH ANNIVERSARY AS PASTOR OF SAINT
TITUS I MISSIONARY BAPTIST CHURCH.*

WHEREAS, Reverend Michael A. Jones, one of our great city's outstanding spiritual leaders, is currently celebrating his thirteenth anniversary as pastor of Saint Titus I Missionary Baptist Church; and

WHEREAS, This proud event was brought to the attention of the City Council by Alderman Anthony Beale of the 9th Ward; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our spiritual leaders; and

WHEREAS, Under the leadership of Reverend Michael A. Jones, Saint Titus I Missionary Baptist Church has become one of Chicago's eminent spiritual institutions; and

WHEREAS, In addition to his pastoral responsibilities, Reverend Michael A. Jones, ever mindful of his civic duties, has reached out to the far corners of his grateful community through a myriad of programs and projects. His devotion to duty and his integrity exemplify the highest standards, and his leadership has brought many souls and hearts to God; and

WHEREAS, For the past thirteen years, Reverend Michael A. Jones has been a towering, tireless citizen in our city's great 9th Ward, an example of goodness and strength, and an inspired and inspiring leader; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of March, 2006, do hereby express our gratitude and our heartiest congratulations to Reverend Michael A. Jones on his thirteenth anniversary as pastor of Saint Titus I Missionary Baptist Church and extend to him our very best wishes for continuing success of service as pastor and as a civil servant; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Michael A. Jones.

Presented By

ALDERMAN BALCER (11th Ward)
And OTHERS:

**UNITED STATES GOVERNMENT URGED TO RECONSIDER PROPOSED
STAFF REDUCTION IN ILLINOIS NATIONAL GUARD.**

A proposed resolution, presented by Aldermen Balcer, Pope, Cárdenas, Olivo, Burke, Rugai, Allen, M. Smith and Stone, reading as follows:

WHEREAS, The Illinois National Guard's commander has received instructions from the Pentagon to draft plans for the elimination of one thousand positions from the Illinois National Guard; and

WHEREAS, The positions would be cut from an authorized level of nine thousand six hundred troops for the Illinois National Guard, which currently has only nine thousand four hundred troops serving because of recruiting shortfalls; and

WHEREAS, The President of the United States has often spoken about the need to be vigilant at home in keeping citizens safe from human and natural threats; these efforts are made more difficult when the Illinois National Guard is weakened; and

WHEREAS, The potential cuts are part of a broad national effort to cut the authorized size of the National Guard and have faced opposition from the nation's governors and from Congress; and

WHEREAS, The reduction of the Illinois National Guard would diminish the State's ability to respond to major natural disasters and terrorist attacks; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby urge the federal government not to reduce the number of positions in the Illinois National Guard due to the need for these individuals not only in wartime, but also in times of emergency, and to respond to natural disasters; and

Be It Further Resolved, That suitable copies of this resolution be presented to the President of the United States, the Secretary of Defense and to each member of the Illinois congressional delegation as a sign of our concern for this important issue.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. RONALD E. ADAMS.

WHEREAS, God in His infinite wisdom has called Ronald E. Adams 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 Marilyn; loving father of Jill (John) McDonough, Julie (Daniel) Radcliffe, Janet (James) Brosnahan and Jacqueline (the late James) Buckler; loving grandfather of Ryan, Justin, Martin and Magdalene McDonough, Samantha, Daniel and Adam Radcliffe, Tierney, James, Julia and Quinn Brosnahan, Nathaniel, Amelia and Jamie Buckler; dear brother of Shirley Carlton and the late Theron "Bud" (Eileen) Bartholomew and James (Beryl) Adams; brother-in-law of John and James (the late Jarlon) Beranek; fond uncle of many nieces and nephews. His resolute spirit, firm-minded and humorous wit and indomitable loyalty, pride and principle will remain in the hearts and memories of all who loved him, Ronald E. Adams leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Ronald E. Adams 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 Ronald E. Adams.

TRIBUTE TO LATE MRS. GERALDINE T. BARABAN.

WHEREAS, God in His infinite wisdom has called Geraldine T. Baraban 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 Judith (Neil) Nicholls, John M. and James; dearest grandmother of Jeffrey, Christopher and Jaclyn Nicholls, Andrew, Wesley, Johnny, Jamie and Alex; devoted niece of Norbert

(Helen) Wrobel; also many nieces and nephews; member of Saint Bede the Venerable Women's Guild and Senior Club and Durkin Park Seniors Club, Geraldine T. Baraban leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Geraldine T. Baraban 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 Geraldine T. Baraban.

TRIBUTE TO LATE MR. WILLIAM H. BOWLING.

WHEREAS, God in His infinite wisdom has called William H. Bowling 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 for fifty-three years of Romelle; loving brother of Mary Dryden, Arthelia Sanders, the late Lauritta Schneider, Sara McGetrick and John Bowling; also many nieces and nephews; retired forty-four year employee of Continental Can Company; member of Menards Whirlers, Belles and Beaus Square Dance Groups and TOPS Illinois Number 904, William H. Bowling leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of William H. Bowling 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 William H. Bowling.

TRIBUTE TO LATE MR. JOSEPH HALPER.

WHEREAS, God in His infinite wisdom has called Joseph Halper 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 Nancy; devoted father of Charles W. Halper, Nancy (Stan) Mikuzis and the late Kathy Renk; proud grandfather "Pop" of Julie, Patricia, Jason, Jon (C.P.D.) and Nicole; cherished great-grandfather of six; member of Saint Bede the Venerable Seniors, Choir and Central Lites Club; and lifelong southside Cubs fan, Joseph Halper leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Joseph Halper 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 Halper.

TRIBUTE TO LATE MR. CHARLES R. KEHOE.

WHEREAS, God in His infinite wisdom has called Charles R. Kehoe to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The former husband of Dorothy; loving father of Pamela Sadowski, Nancy Berkin, Suzanne Kehoe, Marcia Fromel, Timothy (Kelly) and Patricia (Michael) McNellis; dearest grandfather of nine and great-grandfather of seven; dear brother of the late William (the late Virginia) Whitney; fond uncle of many nieces and nephews; retired thirty-two year employee of the C.T.A; member of International Association of Machinists and Aero Space Workers Union Local Number 701; and a veteran of the United States Army, Charles R. Kehoe leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Charles R. Kehoe 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 R. Kehoe.

TRIBUTE TO LATE MRS. LUCILLE E. KUNCIS.

WHEREAS, God in His infinite wisdom has called Lucille E. Kuncis 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 Peter; loving mother of Elizabeth "Betty" (Gerald) Ulrich, the late Peter (Margie) Kuncis and the late Robert Kuncis; fond grandmother of Cindy (Saied) Motaei, Eric (Marta) Ulrich, Timothy (Heather) Kuncis, Peter Kuncis, Suzanne Kuncis and Mary Kuncis; great-grandmother of eight; dearly loved by sisters, brothers, nieces, nephews; cousin and friend to many, Lucille E. Kuncis leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Lucille E. Kuncis 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 Lucille E. Kuncis.

TRIBUTE TO LATE MR. PETER A. LOCOCO.

WHEREAS, God in His infinite wisdom has called Peter A. Lococo 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 Concetta "Dolly"; dear father of Linda (Steve) Tippet, Karen (the late Michael) Jacoby, Lorraine (Tom) Adams and Peter Lococo; proud grandfather of eight and great-grandfather of six; fond brother of Nancy (the late Frank) Grippo, Sophie "Bootsie" (the late Les) Spitzer, Joann (the late Bill) Henschel, Phillip (Denise) Lococo and the late Ronald Lococo; and fond uncle of many nieces and nephews; past commander of Mark White Square V.F.W. Post Number 6870, Peter A. Lococo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Peter A. Lococo 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 Peter A. Lococo.

TRIBUTE TO LATE MS. PENNY E. MORAN.

WHEREAS, God in His infinite wisdom has called Penny E. Moran 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 daughter of the late Richard and Catherine; loving sister of Daniel (Donna), Michael (Michele), the late Terence (Donna) and Timothy; cherished aunt of Jason, Joshua, Megan, Daniel, Jennifer, Dawn, Sean, Dylan and the late Jacqueline and Timothy, Penny E. Moran leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Penny E. Moran 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 Penny E. Moran.

TRIBUTE TO LATE MRS. JACQUELINE M. NAGEL.

WHEREAS, God in His infinite wisdom has called Jacqueline M. Nagel 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 Edmond C.; loving mother of Darlene (Mark, C.F.D.) Lanham, Karen (Mike) Triezenberg, Ken (Elena), Debbie (Keith) Berls and Kim (John) Walsh; dearest grandmother of Bridget, Kevin, Julie, Tom, Ashley, Ken, Christie, Danielle, Larissa, Kylie and Jack; dear sister of Brother Edward Everett, F.S.C., Ronald (Cathy) and Harry (Sharon) Everett; fun loving aunt and cousin to many, Jacqueline M. Nagel leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Jacqueline M. Nagel 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 Jacqueline M. Nagel.

TRIBUTE TO LATE MR. MICHAEL F. PORREVECCHIO.

WHEREAS, God in His infinite wisdom has called Michael F. Porrevecchio 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 Genevieve; devoted father of Katherine Konchar and Michael C.F.D. (Sandy); loving grandfather of Melissa (Robert) Scott, Garry Konchar, Jr., Kimberly Konchar, Tony, Dana and Jamie; cherished great-grandfather of Morgan Scott; dear brother of the late Tony, Joseph and Salvatore; fond uncle of many nieces and nephews; past Grand Knight of Daniel Dowling Council 1063; past district deputy of Knights of Columbus; member of Southside Grand Knights and Past Grand Knights; longtime usher at Saint Gall Church, Michael F. Porrevecchio leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Michael F. Porrevecchio 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 F. Porrevecchio.

TRIBUTE TO LATE MR. BOLESŁAW "BILL" SZUMACHER.

WHEREAS, God in His infinite wisdom has called Boleslaw "Bill" Szumacher 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 Elizabeth Marie; loving father of Stephen J. (Barbara Lewandowski) and William Francis (Karen R. Creighton); cherished grandfather of Michelle (Johnathan) Garcia, Kathleen Ann, Elizabeth Marie and Christine Marie; dearest great-grandfather of Michael and Johnathan; fond uncle to many nieces and nephews; proud member of Laborers Union Local 25, Boleslaw "Bill" Szumacher leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Boleslaw "Bill" Szumacher 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 Boleslaw "Bill" Szumacher.

TRIBUTE TO LATE MR. STANLEY SZYBOWSKI.

WHEREAS, God in His infinite wisdom has called Stanley Szybowski 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 and best friend of fifty-eight years of Louise; loving dad of Stanley, Jr. (Merry Dawn), Alan (Marge), Karen Kaishas and the late James; cherished grandpa of James (Kate), Lisa (Danny), Brian and Brett; dear brother of Eleanor Grabiak and Pauline Butka; also survived by many nieces and nephews, Stanley Szybowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Stanley Szybowski 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 Stanley Szybowski.

TRIBUTE TO LATE MRS. MARY TOBAKOS.

WHEREAS, God in His infinite wisdom has called Mary Tobakos 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 Steven J.; loving mother of Steven (Victoria), Marilyn Dudra and Margaret Tobakos; dear grandmother of three and great-grandmother of eleven; and member of Jolly Nicks and Saint Michael Golden Agers, Mary Tobakos leaves a legacy of faith, dignity, compassion and love; now therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Mary Tobakos 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 Tobakos.

TRIBUTE TO LATE MRS. ELEANOR P. VUKO.

WHEREAS, God in His infinite wisdom has called Eleanor P. Vuko 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 James (fiancée, Cindy Bryk) and Chris (fiancée, Teresa Borger); dear grandmother of Amanda; also aunt of nieces and nephews, Eleanor P. Vuko leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Eleanor P. Vuko 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 Eleanor P. Vuko.

TRIBUTE TO LATE MRS. WLADYSLAWA "LOTTIE" WARMKE.

WHEREAS, God in His infinite wisdom has called Wladyalawa "Lottie" Warmke 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 Alfons; loving mother of Elizabeth "Betty" (Timothy) Bowler and Edmund (Lisa) Warmke; and fond grandmother of Elise Bowler and Olivia Warmke, Wladyslawa "Lottie" Warmke leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Wladyslawa "Lottie" Warmke 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 Wladyslawa "Lottie" Warmke.

TRIBUTE TO LATE MRS. MAE E. WEILER.

WHEREAS, God in His infinite wisdom has called Mae E. Weiler 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 Otto P.; devoted daughter of the late Philip and Jennie Tormey; loving sister of the late Anna (the late James) Casey, Francis (the late Mary) Tormey and Alice (the late Lawrence) Corey; dear aunt of Lucille (William) Naughton; kind great-aunt, great-great-aunt and friend to many, Mae Weiler leaves a legacy of faith, dignity, compassion and love: now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Mae E. Weiler 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 Mae F. Weiler.

*CONGRATULATIONS EXTENDED TO STANLEY AND MARIE
BANDERA ON FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, Stanley and Marie Bandera recently celebrated their fiftieth wedding anniversary; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Stanley and Marie's strong example of love and devotion to each other and their family serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby congratulate Stanley and Marie Bandera on this special time of their lives together and we also wish them and their family many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Stanley and Marie Bandera.

*CONGRATULATIONS EXTENDED TO CHICAGO POLICE OFFICER
MARK P. BAXTROM ON BEING HONORED BY
WEST LAWN CHAMBER OF COMMERCE.*

WHEREAS, Police Officer Mark P. Baxtrom from the Chicago Police Department is being honored by the West Lawn Chamber of Commerce; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Officer Baxtrom joined the Chicago Police Department on May 26, 1998, and during this time has received three Department Commendations, forty-six Honorable Mentions and two Complimentary Letters; and

WHEREAS, On February 11, 2005, after several armed robberies by members of the 2/6er's gang, Police Officer Baxtrom was one of the officers involved in a high speed chase with the gang members that took them through residential streets of the West Lawn neighborhood and ended in a shootout at 67th Street and Lawndale. One offender was fatally shot, one offender was wounded and one offender was taken into police custody. The proceeds from the robbery were recovered and the offender's weapon was recovered. Officer Baxtrom continues to display outstanding courage, dedication and leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby honor Officer Mark P. Baxtrom for his outstanding accomplishment and wish Mark continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Mark P. Baxtrom.

**CONGRATULATIONS EXTENDED TO CHICAGO POLICE OFFICER
ESTHER E. HENIGAN ON BEING HONORED BY
WEST LAWN CHAMBER OF COMMERCE.**

WHEREAS, Police Officer Esther E. Henigan from the Chicago Police Department is being honored by the West Lawn Chamber of Commerce; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Officer Henigan joined the Chicago Police Department on September 29, 2003, and during this time has received six Honorable Mentions; and

WHEREAS, On February 11, 2005, after several armed robberies by members of the 2/6er's gang, Police Officer Henigan was one of the officers involved in a high speed chase with the gang members that took them through residential streets of the West Lawn neighborhood and ended in a shootout at 67th Street and Lawndale. One offender was fatally shot, one offender was wounded and one offender was taken into police custody. The proceeds from the robbery were recovered and the offender's weapon was recovered. Officer Henigan continues to display outstanding courage, dedication and leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby honor Officer Esther E. Henigan for her outstanding accomplishment and wish Esther continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Esther E. Henigan.

*CONGRATULATIONS EXTENDED TO CHICAGO POLICE OFFICER
JOSEPH R. LAMB ON BEING HONORED BY WEST
LAWN CHAMBER OF COMMERCE.*

WHEREAS, Police Officer Joseph R. Lamb from the Chicago Police Department is being honored by the West Lawn Chamber of Commerce; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Officer Lamb joined the Chicago Police Department on December 7, 1992, and during this time has received one Problem Solving Award, eight Honorable Mentions and four Complimentary Letters; and

WHEREAS, On February 11, 2005, after several armed robberies by members of the 2/6er's gang, Police Officer Lamb was one of the officers involved in a high speed chase with the gang members that took them through residential streets of the West Lawn neighborhood and ended in a shootout at 67th Street and Lawndale. One offender was fatally shot, one offender was wounded and one offender was taken into police custody. The proceeds from the robbery were recovered and the offender's weapon was recovered. Officer Lamb continues to display outstanding courage, dedication and leadership; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here this first day of March, 2006, do hereby honor Officer Joseph R. Lamb for his outstanding accomplishment and wish Joseph continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Joseph R. Lamb.

*CONGRATULATIONS EXTENDED TO CHICAGO FIREFIGHTER
RONALD STOFFREGEN ON BEING HONORED BY
WEST LAWN CHAMBER OF COMMERCE.*

WHEREAS, Firefighter Ronald Stoffregen from the Chicago Fire Department is being honored by the West Lawn Chamber of Commerce; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Firefighter Stoffregen has been a firefighter with the Chicago Fire Department for twenty-six years. During this time he has had a number of different assignments at various locations including the "Iron Ring" also known as the Loop before coming to Engine Company 34; and

WHEREAS, Firefighter Ronald Stoffregen has worked several notable and tragic fires where his endurance and fortitude have been put to the ultimate test. In 1989 Ron was credited with saving a twelve year old girl from drowning. Off duty he often volunteers his time to worthy causes, one of which was shortly after 911 when he and other firefighters rode their bikes to New York City. Firefighter Stoffregen continues to display outstanding courage, dedication and leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby honor Firefighter Ronald Stoffregen for his outstanding accomplishment and wish Ronald continued success in the years to come; and

Be It Furthered Resolved, That a suitable copy of this resolution be presented to Firefighter Ronald Stoffregen.

*CONGRATULATIONS EXTENDED TO THIRTEENTH WARD
SUPERINTENDENT NICK ZARO ON BEING HONORED
BY WEST LAWN CHAMBER OF COMMERCE.*

WHEREAS, 13th Ward Superintendent Nick Zaro is being honored by the West Lawn Chamber of Commerce; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Frank J. Olivo; and

WHEREAS, Nick has been the ward superintendent for approximately two years and has been the best ward superintendent that any ward could possibly have. He works twenty-four hours a day, seven days a week keeping the neighborhood clean and safe. He works well with the businesses and residents to make the neighborhood a better place to live and to have a business; and

WHEREAS, Nick is not only one of the hardest working people in the City of Chicago, he is also a loving husband and father. He is fair, honest and polite. He explains city ordinances and codes and gives any person with a violation enough time to correct the situation before he gives them a ticket. He is very thorough in his work and follows the rules. He also encourages residents and business owners to call him to report any problems in the neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby congratulate Nick Zaro for this special honor and wish him years of continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nick Zaro.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. JOHN H. ALLEN.

WHEREAS, John H. Allen has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Joliet, John H. Allen was a retired public servant and the loving husband of Geraldine; and

WHEREAS, John H. Allen was the much-adored father of Arlene Dougherty, Francine and Doris to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John H. Allen enjoyed a thirty-three year career with the United States Postal Service and retired in 1988 as a supervisor; and

WHEREAS, A native of Chicago, John H. Allen was born in 1934 and attended Tilden Technical High School before moving in 1962 to Joliet where he became a widely admired civic leader; and

WHEREAS, John H. Allen was a member of the Joliet Public Library Board, the Beacon Social Club, the American Legion Post 241 and the Old Timer's Baseball Association of Will County; and

WHEREAS, John H. Allen also operated his own accounting and tax service company in Joliet; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John H. Allen gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of John H. Allen serve as an example to all; and

WHEREAS, John H. Allen will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John H. Allen imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate John H. Allen 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 H. Allen.

TRIBUTE TO LATE MR. PAUL J. ARRA.

WHEREAS, Paul J. Arra 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 Plainfield, Paul J. Arra was a prominent construction company executive and the loving husband for fifty-nine years of the late Mary Ann; and

WHEREAS, Paul J. Arra was the much-adored father of Cheryl Gatto, Susan and Tom to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Paul J. Arra enjoyed a highly successful career as a vice president with CST Construction, a Schiller Park company involved with the building of the First National Bank of Chicago, the Regenstein Library at the University of Chicago and Water Tower Place, as well as the Rockefeller Center in New York; and

WHEREAS, In the 1980s, Paul J. Arra founded his own company, All Stone Building Company in Villa Park, a construction firm that helped to restore the historic Rookery Building in downtown Chicago; and

WHEREAS, During World War II, Paul J. Arra served as a bomber pilot with the United States Army Air Forces and flew dozens of missions in B-24 fighter planes over the Pacific Ocean; and

WHEREAS, On one such mission, Paul J. Arra saved the lives of all the members of his crew when he safely landed his airplane after all of its engines failed; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Paul J. Arra gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Paul J. Arra serve as an example to all; and

WHEREAS, Paul J. Arra will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Paul J. Arra imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Paul J. Arra 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 Paul J. Arra.

TRIBUTE TO LATE MR. DONALD W. BANNER.

WHEREAS, Donald W. Banner has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Tucson, Arizona, Donald W. Banner was a Chicago native who was named United States Commissioner of Patents and Trademarks under President Jimmy Carter; and

WHEREAS, Raised on the north side, Donald W. Banner attended Lake View High School and served his country as a member of the United States Army Air Forces during World War II; and

WHEREAS, Donald W. Banner's P-47 fighter plane was shot down over Italy and he was held as a German prisoner of war; and

WHEREAS, After he returned home from the war, Donald W. Banner enjoyed a highly successful career as a patent counsel with the Borg-Warner Company in Chicago before he was tapped by President Carter for the federal post; and

WHEREAS, A recipient of numerous professional awards, Donald W. Banner lectured extensively on intellectual property law and was a former head of the intellectual property program at George Washington University Law School; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald W. Banner gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald W. Banner inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Donald W. Banner serve as an example to all; and

WHEREAS, Donald W. Banner was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Jean, and his beloved family, Donald W. Banner imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Donald W. Banner 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 Donald W. Banner.

TRIBUTE TO LATE REVEREND EDWARD E. CINCOSKI.

WHEREAS, The Reverend Edward E. Cincoski has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Edward E. Cincoski was a widely admired Catholic priest, educator and linguist; and

WHEREAS, Born in 1918 in Chicago, The Reverend Edward E. Cincoski attended Epiphany Elementary School and Saint Ignatius College Prep before entering the Jesuit novitiate in Milford, Ohio; and

WHEREAS, The Reverend Edward E. Cincoski earned his bachelor's and master's degrees in Greek from Loyola University and was ordained at West Baden College in Indiana; and

WHEREAS, The Reverend Edward E. Cincoski taught classical studies at Loyola University throughout much of the 1960s and 1970s; and

WHEREAS, The Reverend Edward E. Cincoski also taught at Brebeuf Jesuit Prep High School in Indianapolis from 1979 to 1983, the year he retired from teaching; and

WHEREAS, From 1983 to 1991, The Reverend Edward E. Cincoski served in pastoral and parochial ministry on behalf of the Archdiocese of Indianapolis; and

WHEREAS, The Reverend Edward E. Cincoski inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Reverend Edward E. Cincoski serve as an example to all; and

WHEREAS, The Reverend Edward E. Cincoski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend Edward E. Cincoski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate The Reverend Edward E. Cincoski 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 Edward E. Cincoski.

TRIBUTE TO LATE MR. JOHN R. CONRAD.

WHEREAS, John R. Conrad 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, John R. Conrad was a widely admired member of Chicago's broadcast community and the loving husband of Lydia, nee Chapman; and

WHEREAS, John R. Conrad was the much-adored father of Pam Van Liew, Penny Pozulp, John C., Lance and Lee to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born and raised in Blue Island, John R. Conrad began his career as a radio station page boy at the Merchandise Mart and later served as staff announcer at WNBQ-Channel 5, a forerunner of WMAQ-Television, alongside such famous broadcasters as Mike Douglas, Hugh Downs and Dave Garroway; and

WHEREAS, During the 1950s, John R. Conrad became a pioneer of early children's television when he hosted Elmer the Elephant, one of Chicago's most-watched children's shows; and

WHEREAS, John R. Conrad later hosted two popular game shows, "Take a Dare" and "Tug-O-War", before moving to California where he became a business entrepreneur; and

WHEREAS, John R. Conrad published a novel entitled *Come Back For Me* in 1995; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John R. Conrad gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, John R. Conrad inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John R. Conrad serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared John R. Conrad to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, John R. Conrad will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John R. Conrad imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate John R. Conrad 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 R. Conrad.

TRIBUTE TO LATE MASTER CLAY "C.J." ETHER.

WHEREAS, Clay "C.J." Ether has gone to eternal life at the age of eleven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the west side, Clay "C.J." Ether was the much-beloved son of Clay, Sr., and Kallie; and

WHEREAS, Clay "C.J." Ether was a sixth grade student at the Robert Emmet Academy and a loving and energetic child who was active in after-school programs and athletics; and

WHEREAS, His love of life and ability to live it to the fullest endeared Clay "C.J." Ether to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Clay "C.J." Ether was a gift from God who inspired the lives of countless people through his great personal goodness; and

WHEREAS, Clay "C.J." Ether will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Clay "C.J." Ether imparts a legacy of treasured love to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Clay "C.J." Ether 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 Clay "C.J." Ether.

TRIBUTE TO LATE MR. JOSE M. GUDINO, JR.

WHEREAS, Jose M. Gudino, Jr. has been called to eternal life by the wisdom of God at the age of thirty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jose M. Gudino, Jr. was born on October 26, 1967, in Sahuago, Michacan, Mexico, the beloved son of Jose, Sr. and Aurora; and

WHEREAS, Jose M. Gudino, Jr. was the dear brother of Alma, Armando, Gustavo, Antonio, Gabriela and Adalberto; and

WHEREAS, A resident of the east side community of Chicago, Jose M. Gudino, Jr. formerly lived in Los Angeles, California and East Chicago, Indiana; and

WHEREAS, Jose M. Gudino, Jr. was the much-adored partner and boyfriend of Elida Gonzalez and the father of Alejandro, Graciela, Jose Juan, Jennifer, Jose A. and Andrew Gudino, as well as the stepfather of Anthony M., Ignacio S. Gonzalez and Elida J. Anaya; and

WHEREAS, Jose M. Gudino, Jr. was a generous and enthusiastic volunteer on behalf of Saint Francis De Sales Church in Chicago; and

WHEREAS, Affectionately known as "Chema", Jose M. Gudino, Jr. loved dancing, music, sports and gatherings of family members and friends; and

WHEREAS, His love of life and ability to live it to the fullest endeared Jose M. Gudino, Jr. to all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Jose M. Gudino, Jr. will be dearly missed and fondly remembered by his many relatives and admirers; and

WHEREAS, To his beloved family, Jose M. Gudino, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Jose M. Gudino, 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 Jose M. Gudino, Jr.

TRIBUTE TO LATE MR. DONALD HERBERT.

WHEREAS, Donald Herbert has been called to eternal life by the wisdom of God at the age of forty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Donald Herbert was the loving husband of Linda and the much-adored father of four sons to whom he imparts many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Donald Herbert was a Buffalo, New York firefighter who suffered brain damage in December of 1995 when he was trapped under a collapsed roof while fighting a house fire and went without oxygen for several minutes; and

WHEREAS, Donald Herbert awoke from a nearly ten-year-long minimally conscious state after being administered dopamine and other brain-stimulating chemicals usually used to treat Parkinson's Disease; and

WHEREAS, Donald Herbert initially talked for fourteen hours and continued to interact and speak to a lesser degree until he passed away after being hospitalized due to an infection; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald Herbert gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald Herbert will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Linda, and his beloved family, Donald Herbert imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Donald Herbert 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 Donald Herbert.

TRIBUTE TO LATE DR. AKHTAR HUSSAIN.

WHEREAS, Dr. Akhtar Hussain has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Lincolnwood, Dr. Akhtar Hussain was a pillar of the Muslim community in Chicago and the loving husband of Jahan Ara; and

WHEREAS, Dr. Akhtar Hussain was the much-adored father of Kamran, Rummana and Almas to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Raised in India, Dr. Akhtar Hussain came to Chicago in 1969 after earning his medical degree at the Prince of Wales Medical College; and

WHEREAS, Dr. Akhtar Hussain completed his residency at Illinois Masonic Medical Center on Chicago's north side and began his own private practice as a general surgeon; and

WHEREAS, Dr. Akhtar Hussain served at a number of area hospitals, including Norwegian-American Hospital, where he was staff president from 1999 -- 2000 and a member of its board of trustees from 2000 -- 2003; and

WHEREAS, A devout Muslim, philanthropist and volunteer, Dr. Akhtar Hussain played a major role in building a mosque in his hometown of Banauli, India; and

WHEREAS, Dr. Akhtar Hussain was a founding member of the Muslim Community Center in Chicago and gained great respect within his community for his many important civic contributions; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Akhtar Hussain gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Akhtar Hussain inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Akhtar Hussain serve as an example to all; and

WHEREAS, Dr. Akhtar Hussain was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Akhtar Hussain imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Dr. Akhtar Hussain 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. Akhtar Hussain.

TRIBUTE TO LATE ARCHBISHOP PAUL C. MARCINKUS.

WHEREAS, Archbishop Paul C. Marcinkus 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 native of Cicero, Archbishop Paul C. Marcinkus was a prominent American archbishop who faithfully served for decades as one of the most powerful and influential prelates in the Vatican; and

WHEREAS, Born in 1922 into a Lithuanian American family, Archbishop Paul C. Marcinkus attended Saint Mary of the Lake Seminary in Mundelein and was ordained to the priesthood in 1947; and

WHEREAS, Archbishop Paul C. Marcinkus served at Saint Christina Parish on the southwest side and at the diocese's Chancery Office before being assigned to Rome; and

WHEREAS, Archbishop Paul C. Marcinkus headed the Vatican Bank, officially known as the Institute for Religious Work, and oversaw the one hundred eight acre papal enclave from 1968 to 1989; and

WHEREAS, Archbishop Paul C. Marcinkus saved the life of Pope Paul VI from a knife-wielding would-be assassin at the Manila Airport in the Philippines in 1970; and

WHEREAS, Archbishop Paul C. Marcinkus served as a bodyguard for Pope John Paul II during the Pontiff's early visits to Poland; and

WHEREAS, Archbishop Paul C. Marcinkus inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The holiness, hard work and dedication of Archbishop Paul C. Marcinkus serve as an example to all; and

WHEREAS, A resident of Sun City, Arizona since the 1990s, Archbishop Paul C. Marcinkus will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Archbishop Paul C. Marcinkus imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Archbishop Paul C. Marcinkus 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 Archbishop Paul C. Marcinkus.

TRIBUTE TO LATE DR. FREDERICK S. MILLER.

WHEREAS, Dr. Frederick S. Miller has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wilmette, Dr. Frederick S. Miller was a widely admired member of the academic community and the loving husband of Florence; and

WHEREAS, Dr. Frederick S. Miller was the much-adored father of Jennifer and John to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. Frederick S. Miller enjoyed a long and successful career as an educator and administrator and served as associate dean of Northwestern University's School of Music and as dean of DePaul University's School of Music; and

WHEREAS, While serving for nineteen years at DePaul University, Dr. Frederick S. Miller transformed its music program into one of the most distinguished in the nation; and

WHEREAS, Dr. Frederick S. Miller founded DePaul University's Community Music Division which provides music instruction to children and adults and he greatly increased public performances by the school's students and faculty which greatly showcased their talent; and

WHEREAS, Born in 1930 in Lima, Ohio, Dr. Frederick S. Miller earned his bachelor's degree in music education and a master's degree in music from Northwestern University and received his doctorate in music performance and Literature from the University of Iowa; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Frederick S. Miller gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Frederick S. Miller serve as an example to all; and

WHEREAS, Dr. Frederick S. Miller will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Frederick S. Miller imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Dr. Frederick S. Miller 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. Frederick S. Miller.

TRIBUTE TO LATE LATE MR. MILES "RIP" MYERS.

WHEREAS, Miles "Rip" Myers has been called to eternal life by the wisdom of God at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Miles "Rip" Myers was a decorated Chicago police officer and a veteran of the Vietnam War who served the people of the City of Chicago with an unwavering commitment to the highest ideals of public service; and

WHEREAS, A former United States Marine, Miles "Rip" Myers enjoyed a thirty-two year career with the Chicago Police Department and received the prestigious Lambert Tree Award in 1978; and

WHEREAS, A patrol officer, Miles "Rip" Myers worked for many years in the Wood Street District and wore Badge Number 15649; and

WHEREAS, Born in 1948 in Effingham, Miles "Rip" Myers moved with his family at a young age to Chicago and was raised on Melrose Street on the north side, not far from where his father operated the Elm, a tavern at Belmont and Hoyne Avenues; and

WHEREAS, Miles "Rip" Myers attended college and bravely served his country in the United States Marine Corps from 1969 to 1972 and began his tenure with the city after returning home to Chicago following his honorable discharge from military duty; and

WHEREAS, Throughout his career, Miles "Rip" Myers earned a reputation as a highly dependable police officer and saved his partner's life during a dangerous confrontation with an arsonist; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Miles "Rip" Myers gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Miles "Rip" Myers serve as an example to all; and

WHEREAS, Miles "Rip" Myers will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his sons, Matthew, Daniel and Timothy; his daughters, Meagan and Kathleen; his brothers, Lyle, William and Buddy; and his grandchild, Miles "Rip" Myers imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Miles "Rip" Myers 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 Miles "Rip" Myers.

TRIBUTE TO LATE HONORABLE EDWARD H. MC NAMARA.

WHEREAS, The Honorable Edward H. McNamara 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, The Honorable Edward H. McNamara was an influential Michigan politician and the loving husband of Lucille; and

WHEREAS, The Honorable Edward H. McNamara was the much-adored father of five children to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A Democrat, The Honorable Edward H. McNamara served as chief executive of Wayne County, Michigan from 1987 to 2002; and

WHEREAS, During his tenure, The Honorable Edward H. McNamara played a key role in improving Detroit Metropolitan Airport where a terminal was named in his honor; and

WHEREAS, The Honorable Edward H. McNamara enjoyed a forty-year career in politics and was a mentor to the state's governor and many Michigan Democrats; and

WHEREAS, A former Mayor of Livonia, The Honorable Edward H. McNamara was an old-school politician who displayed a deep commitment to the highest ideals of public service; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Edward H. McNamara gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Edward H. McNamara inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Edward H. McNamara serve as an example to all; and

WHEREAS, The Honorable Edward H. McNamara will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Edward H. McNamara imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate The Honorable Edward H. McNamara 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 Edward H. McNamara.

TRIBUTE TO LATE HONORABLE GEORGE NOYES.

WHEREAS, The Honorable George Noyes has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Winnetka, The Honorable George Noyes was a civic leader and the loving husband for forty-nine years of the late Jone, nee Pavlik; and

WHEREAS, The Honorable George Noyes was the much-adored father of Carol MacDougall, Nancy Anderson and Martha to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable George Noyes ably served as a member of the Winnetka Village Board from 1972 to 1976 and was later a member of the suburb's Plan Commission; and

WHEREAS, The Honorable George Noyes was a leading voice in the 1970s who urged the village to retain ownership over its electric power plant despite entreaties from Commonwealth Edison to take over the facility; and

WHEREAS, During the 1980s, The Honorable George Noyes played an instrumental role in convincing the village to purchase the site of the old post office in downtown Winnetka in order to keep options open for future development; and

WHEREAS, Born in Evanston in 1928, The Honorable George Noyes graduated from Evanston Township High School and Amherst College and served his country in the United States Army; and

WHEREAS, The Honorable George Noyes enjoyed a long and highly successful professional career during which he served as president of the Northern Bank Note Company, a printing company, and he was the former owner of the Pavlik Company, a distributor of laboratory and industrial gases; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable George Noyes gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable George Noyes serve as an example to all; and

WHEREAS, The Honorable George Noyes was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable George Noyes imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate The Honorable George Noyes 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 George Noyes.

TRIBUTE TO LATE MRS. EDNA BURRELL PERRY.

WHEREAS, Edna Burrell Perry has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Edna Burrell Perry was the loving and devoted wife for more than fifty years of Sidney; and

WHEREAS, Edna Burrell Perry served for nearly forty years as an elementary school teacher and administrator in the Chicago Public Schools; and

WHEREAS, During her esteemed tenure, Edna Burrell Perry served as a teacher at the Healy Elementary School and as principal of the Wacker Elementary School; and

WHEREAS, Following her retirement, Edna Burrell Perry continued to serve as minister of music at the Church of the Good Shepherd, a position that she had held since moving to Chicago forty-seven years ago; and

WHEREAS, A woman committed to excellence who maintained a high level of integrity, Edna Burrell Perry gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, A charismatic woman of great dignity, grace and charm, Edna Burrell Perry inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Edna Burrell Perry serve as an example to all; and

WHEREAS, Edna Burrell Perry will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, Sidney, and her beloved family, Edna Burrell Perry imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Edna Burrell Perry 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 Edna Burrell Perry.

TRIBUTE TO LATE HONORABLE JOHN PETERSEN.

WHEREAS, The Honorable John Petersen has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Aurora, The Honorable John Petersen was a retired jurist and the loving husband of Vicky; and

WHEREAS, The Honorable John Petersen was the much-adored father of five children to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable John Petersen served with distinction for seventeen years as a Kane County Circuit Court judge and during his esteemed tenure earned a reputation for his unwavering adherence and commitment to the highest ideals of public service; and

WHEREAS, The son of a Kane County judge, The Honorable John Petersen attended the University of Illinois and the DePaul University College of Law; and

WHEREAS, In his personal life, The Honorable John Petersen was an avid cook, hunter and fisherman; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable John Petersen gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable John Petersen inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable John Petersen serve as an example to all; and

WHEREAS, The Honorable John Petersen was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable John Petersen imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate The Honorable John Petersen 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 Petersen.

TRIBUTE TO LATE MR. CHRISTOPHER PUCINSKI.

WHEREAS, Christopher Pucinski has gone to his eternal reward at the age of forty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Edgebrook community on the northwest side of Chicago, Christopher Pucinski was a former public servant and hailed from a politically prominent family; and

WHEREAS, Christopher Pucinski was the beloved son of the late congressman and Chicago Alderman Roman C. Pucinski and Aurelia, nee Bordin; and

WHEREAS, Christopher Pucinski was the much-adored brother of former Clerk of the Court of Cook County and now Circuit Court Judge Aurelia Marie Pucinski; and

WHEREAS, Christopher Pucinski was the devoted uncle of Rebecca, Elizabeth Anne and Jim; and

WHEREAS, Christopher Pucinski inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, His love of life and ability to live it to the fullest endeared Christopher Pucinski to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Christopher Pucinski will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Christopher Pucinski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Christopher Pucinski 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 Christopher Pucinski.

TRIBUTE TO LATE HONORABLE HAROLD ROBISH.

WHEREAS, The Honorable Harold Robish has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Bridgeview, The Honorable Harold Robish was a widely admired civic leader and the loving husband of Sophie; and

WHEREAS, The Honorable Harold Robish was the much-adored father of Cheryl Magurany, Linda Johnson and Bryan to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Harold Robish enjoyed a highly successful career in public service and was a former village trustee and past director of the southwest suburb's community center; and

WHEREAS, The Honorable Harold Robish was also a volunteer firefighter and served as president of the Active Party, the suburb's only political party for fifteen years; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Harold Robish gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Harold Robish inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Harold Robish serve as an example to all; and

WHEREAS, The Honorable Harold Robish was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Harold Robish imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate The Honorable Harold Robish 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 Harold Robish.

TRIBUTE TO LATE MRS. MARY STANIEC.

WHEREAS, Mary Staniec 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Norwood Park community, Mary Staniec was the loving wife of retired Circuit Court Judge Marjan Staniec; and

WHEREAS, Born in 1922, in Fancy Farm, Kentucky, the former Mary Hobbs came to Chicago at the age of eighteen and worked for an architectural firm; and

WHEREAS, Mary Staniec became interested in local politics and joined the 41st Ward Regular Democratic Organization; and

WHEREAS, Mary Staniec founded the Northwest Action Council and was also actively involved in women's rights and senior citizens issues; and

WHEREAS, Mary Staniec served as an assistant chief steward for Local 2912 of the American Federation of State, County and Municipal Employees and prior to her retirement worked for the Chicago Department of Planning and Development; and

WHEREAS, In recognition of her extensive community involvement, Mary Staniec was inducted in 2002 into the Chicago Senior Citizens Hall of Fame; and

WHEREAS, Mary Staniec inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Mary Staniec serve as an example to all; and

WHEREAS, Mary Staniec will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, The Honorable Marjan, and her beloved family, Mary Staniec imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Mary Staniec for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Staniec.

TRIBUTE TO LATE DR. JAMES WALKER.

WHEREAS, Dr. James Walker has been called to eternal life by the wisdom of God at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Carbondale, Dr. James Walker served with distinction for more than three decades in higher education and was the loving husband of Gwendolyn P.; and

WHEREAS, Dr. James Walker was the much-adored father of Jabrenia and Jamell to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Alabama, Dr. James Walker was born on September 15, 1941, the beloved son of Marnie and the late Reverend Curtis; and

WHEREAS, A committed and charismatic leader, Dr. James Walker enjoyed a long and highly successful career as a university administrator and was the first African American to serve as the president of Southern Illinois University; and

WHEREAS, During his esteemed tenure as the fifth president of Southern Illinois University, Dr. James Walker brought leadership and stability to the two-campus system that serves thirty-five thousand students; and

WHEREAS, Dr. James Walker attended Alabama State University and earned his master's degree in special education from Atlanta University and his doctorate in education from Penn State University; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. James Walker gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Dr. James Walker serve as an example to all; and

WHEREAS, Dr. James Walker was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, James Walker imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Dr. James Walker 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. James Walker.

TRIBUTE TO LATE MR. LAWRENCE E. "LAURE" WEINSTEIN.

WHEREAS, Lawrence E. "Laure" Weinstein 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 Delray Beach, Florida, Lawrence E. "Laure" Weinstein was a longtime Chicago area funeral director who served the Jewish community in the Chicago area for more than fifty years; and

WHEREAS, Born in Chicago, Lawrence E. "Laure" Weinstein was the grandson of the founder of J. Weinstein and Sons; and

WHEREAS, Lawrence E. "Laure" Weinstein graduated from Von Steuben High School and served his country in the United States Coast Guard during World War II; and

WHEREAS, After the war, Lawrence E. "Laure" Weinstein studied at Worsham College of Mortuary Science and became an integral part of the family business; and

WHEREAS, Following the purchase of the original J. Weinstein and Sons company by a large corporation, Lawrence E. "Laure" Weinstein joined Weinstein Brothers which is owned by his cousins; and

WHEREAS, Throughout his career, Lawrence E. "Laure" Weinstein always demonstrated great compassion for grieving families and provided them with the utmost care; and

WHEREAS, Lawrence E. "Laure" Weinstein inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Lawrence E. "Laure" Weinstein serve as an example to all; and

WHEREAS, Lawrence E. "Laure" Weinstein 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 wife, Jacqueline; his son, Jay; his daughter, Deni Dreazen; his sister, Marilyn Dubinsky; his three grandchildren; and his two great-grandchildren, Lawrence E. "Laure" Weinstein imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Lawrence E. "Laure" Weinstein 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 Lawrence E. "Laure" Weinstein.

TRIBUTE TO LATE MR. THEODORE WILLIAMSON.

WHEREAS, Theodore Williamson 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, Theodore Williamson was a retired real estate broker and the loving husband for fifty-eight years of Velma Alston; and

WHEREAS, Theodore Williamson was the much-adored father of Theresa Ott and Joy to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Theodore Williamson worked for the New York Life Insurance Company and as a real estate broker before joining the Metropolitan Water Reclamation District where he served as assistant administrator of real estate; and

WHEREAS, During World War II, Theodore Williamson bravely served his country as a member of the United States Army in Italy and North Africa; and

WHEREAS, As a youngster, Theodore Williamson was a bat boy for the Negro League, a job which gave him the opportunity to meet icons of the sport of baseball, including Satchel Paige and Jackie Robinson; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Theodore Williamson gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Theodore Williamson serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Theodore Williamson to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Theodore Williamson will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Theodore Williamson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Theodore Williamson 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 Theodore Williamson.

CONGRATULATIONS EXTENDED TO MR. FRANK M. CLARK
ON FORTIETH ANNIVERSARY OF SERVICE
AT COMMONWEALTH EDISON.

WHEREAS, Frank M. Clark is the chairman and chief executive officer of Commonwealth Edison (ComEd), which provides electricity distribution and delivery to 3.7 million residences and business in Chicago and northern Illinois; and

WHEREAS, Frank M. Clark, graduated from Hirsch High School on the city's south side. His first position with ComEd was as a mail clerk in 1966. His career was interrupted from 1967 -- 1969 by service in the United States Army, including a tour of duty in the Vietnam War; and

WHEREAS, Frank M. Clark was honorably discharged from the United States Army. After returning to Chicago he resumed his career at ComEd, and simultaneously enrolled in night school at DePaul University. Pursuing this challenging regimen, he completed his bachelor's degree in commerce, and later his juris doctor from DePaul University School of Law in 1976. At the time of his graduation, Frank M. Clark became the first African American lawyer employed by ComEd; and

WHEREAS, Frank M. Clark served, between 1978 and 1996, in a variety of positions of increasing responsibility in the company's purchasing, rates and regulatory affairs departments before being named vice president, governmental affairs; and

WHEREAS, Frank M. Clark, from 1996 through 2000, led, as vice president and then senior vice president, governmental affairs at ComEd, during which time his work was critical to the development of the landmark Illinois Restructuring Act of 1997; and

WHEREAS, Frank M. Clark was named executive vice president, for customer, marketing and energy delivery services, where he served from 2000 until 2002, when he was named senior vice-president, Exelon Corporation and president, ComEd, thirty-six years after beginning his ComEd career; and

WHEREAS, Frank M. Clark presently serves as ComEd's chairman and chief executive officer with responsibilities for achieving the company's strategic, regulatory and legislative goals; and

WHEREAS, Frank M. Clark has been recognized throughout the country as one of the energy sector's leading executives. In 2002, he was ranked by *Fortune* magazine among America's fifty most powerful black executives. Also in 2002, he received the prestigious HistoryMakers Award; and

WHEREAS, Frank M. Clark is chairman of the board of trustees of both the Adler Planetarium and Astronomy Museum, and Metropolitan Family Services, and is a member of the board of trustees of DePaul University, the Chicago Symphony Orchestra, University of Chicago Hospitals and Health System and the Peggy Notebaert Nature Museum; and

WHEREAS, Frank M. Clark leads the corporate campaign committee of the African American Legacy Initiative in collaboration with The Chicago Community. He also is a member of the executive committee of The Chicago Community Trust. He is co-chairman of the DuSable Capital Campaign to expand the DuSable Museum. He was instrumental in revitalizing the Harold Washington Cultural Center and its ComEd Theater; and

WHEREAS, Frank M. Clark sits on the board of directors of the Governors State University Foundation, Abraham Lincoln Presidential Library Foundation, Illinois Coalition, Illinois Manufacturers Association, Big Shoulders Fund and the United Way of Metropolitan Chicago. He is on the governing board of the Illinois Council on Economic Education, and a member of the Chicago Bar Association, The Economic Club of Chicago, The Commercial Club of Chicago and The Executives' Club of Chicago; and

WHEREAS, Frank M. Clark received an honorary Doctor of Humane Letters from Governors State University in 2005, and an honorary doctorate of law from DePaul University in 2004, the National Humanitarian Award from the National Conference for Community and Justice, the Man of the Year Award from the Rich Township Business Association and the Rerum Novarum Award, bestowed by Saint Joseph's Seminary of Loyola University; and

WHEREAS, Frank M. Clark, and his wife Vera, celebrated their fortieth wedding anniversary in December, 2005 and have shared the joy of raising their sons, Frank III and Steve; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby congratulate Frank M. Clark upon the celebration of his fortieth anniversary of service at ComEd. Perseverance, leadership, social responsibility and vision have been the hallmarks of his distinguished career, which shall serve as a model for business people and all others who would strive to make a positive impact on the life of our city; and

Be It Further Resolved, That a suitable parchment copy of this resolution be presented to Frank M. Clark.

*DECLARATION OF MARCH 1, 2006 AS "FRANCES
XAVIER WARDE SCHOOL DAY" IN CHICAGO.*

WHEREAS, The third grade students of the Frances Xavier Warde School in Chicago will make their annual visit to City Hall on Wednesday, March 1, 2006, as part of a class project studying the workings of local government; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Three classes composed of a total of sixty-nine pupils, led by teachers, Mrs. Amy Brich, Ms. Maureen Phenner, Ms. Megan Fey, Ms. Kathryn Sheridan, Ms. Lindsay Youngblood and Ms. Fawn Stehlin, will watch the proceedings of the Chicago City Council; and

WHEREAS, The students will also be provided with a special tour of City Hall and be afforded the opportunity to meet with Mayor Richard M. Daley; and

WHEREAS, The school operates two campuses in Chicago, one at Holy Name Cathedral and the second affiliated with Chicago's historic Old Saint Patrick's Church; and

WHEREAS, This venerable institution is named after the founder of the American Sisters of Mercy, an order which has educated innumerable numbers of students since the 1800s; and

WHEREAS, It is with great pride that we welcome the teachers of students of the Frances Ward School and express every good wish for a fruitful and enjoyable experience as they visit City Hall; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby declare that March 1, 2006, shall be officially recognized as "Frances Xavier Warde School Day" throughout the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the third grade students and teachers of the Frances Xavier Warde School.

CONGRATULATIONS EXTENDED TO MR. ANTHONY J. ONESTO,
ESQUIRE, ON RECEIPT OF MAN OF THE YEAR AWARD FROM
ILLINOIS LAW ENFORCEMENT LODGE NUMBER ONE OF
ORDER OF SONS OF ITALY IN AMERICA AND
DECLARATION OF MARCH 25, 2006 AS
"ANTHONY J. ONESTO, ESQUIRE
DAY" IN CHICAGO.

WHEREAS, On March 25, 2006, the Illinois Law Enforcement Lodge Number 1 of the Order of the Sons of Italy in America will bestow the high honor of Man of the Year on Anthony J. Onesto, Esq.; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A widely admired member of the legal community in the City of Chicago, Anthony J. Onesto, Esq. is a graduate of Saint Ignatius High School, the University of Detroit and Northwestern University Law School; and

WHEREAS, Anthony J. Onesto, Esq. served as an assistant Cook County State's Attorney and as a supervisor in the Felony Trial Division; and

WHEREAS, Anthony J. Onesto, Esq. has proudly maintained a standard of excellence in the practice of law in the Chicago area for thirty-eight years; and

WHEREAS, Anthony J. Onesto, Esq. has represented Chicago Police officers during his entire career; and

WHEREAS, Anthony J. Onesto, Esq. has spent his professional life protecting the rights of fellow citizens, often without monetary compensation; and

WHEREAS, Anthony J. Onesto, Esq. is an active and valued member of the Justinian Society of Italian American Lawyers, the National Association of Criminal Defense Lawyers, the Chicago Bar Association and is a founding president and current first vice president of the Old Neighborhood Italian American Club; and

WHEREAS, Anthony J. Onesto, Esq. is married to the lovely Leslie Onesto and is the devoted and much-adored father of Gina Joslin and Maria Moran; and

WHEREAS, Anthony J. Onesto, Esq. is an individual of great integrity and professional accomplishment who is exceedingly worthy of our admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby declare March 25, 2006, to be officially recognized as Anthony J. Onesto, Esq. Day throughout the City of Chicago and do hereby express every good wish for his continued good health and future success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony J. Onesto, Esq. and his family.

**CONGRATULATIONS EXTENDED TO HONORABLE
RICHARD JOHN PHELAN ON RETIREMENT.**

WHEREAS, The Honorable Richard John Phelan has retired as a partner from the Chicago law firm of Foley & Lardner, L.L.P.; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, While a partner with Foley & Lardner, L.L.P., The Honorable Richard John Phelan played a highly influential role in its General Commercial Litigation and Product Liability Practice Groups and he is a former managing partner of the firm's Chicago office; and

WHEREAS, The Honorable Richard John Phelan is founding partner of the Chicago firm of Phelan, Cahill & Quinlan and for four decades represented clients in a trial practice that included product liability, public law, intellectual property, and reinsurance; and

WHEREAS, The Honorable Richard John Phelan has enjoyed a renowned career in both the private and public sectors and has done much to contribute to the civic fabric of our city; and

WHEREAS, The Honorable Richard John Phelan served from 1990 to 1994 as president of the Cook County Board of Commissioners where he oversaw a \$2 Billion budget, twenty-seven thousand employees and the operations of one of our nation's largest counties; and

WHEREAS, An individual widely respected by his peers in the legal profession, The Honorable Richard John Phelan is a former president of the Chicago Bar Association, a past chairman of the Upstate Illinois Committee of the American College of Trial Lawyers and a former dean of the International Academy of Trial Lawyers; and

WHEREAS, The Honorable Richard John Phelan is an adjunct professor at Lake Forest College, a former trustee of Knox College and currently serves as a member of the Board of Visitors of John Marshall Law School, the Board of Directors for the Epilepsy Foundation of Greater Chicago and the Board of Directors of The Catholic Lawyers Guild of Chicago; and

WHEREAS, A valued member of both the Commercial Club of Chicago and the Economic Club of Chicago, The Honorable Richard John Phelan is an individual of great integrity and accomplishment who is exceedingly 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 first day of March, 2006, do hereby congratulate The Honorable Richard John Phelan on his retirement and do hereby express our best wishes for his continued good health, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Richard John Phelan.

*DECLARATION OF MARCH 27 THROUGH MARCH 30, 2006
AS "NANO & BIO IN SOCIETY WEEK" IN CHICAGO.*

WHEREAS, The Nano & Bio in Society Conference will be held March 27 through March 30, 2006 at McCormick Place in Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Nano & Bio in Society Conference will provide a forum for scientists from around the world to discuss their research and the societal implications of their work and examine the impact of nano and bio technology on society; and

WHEREAS, It is estimated by the National Science Foundation that the market for nano and bio-related goods will top \$1 Trillion by 2015; and

WHEREAS, The international conference is expected to attract more than one thousand scientists and representatives of companies involved in nano and bio research, product development and product sales; and

WHEREAS, Socially conscious investors and leaders from universities and localities who support the growth of nano and bio industry segments will also participate in this important event; and

WHEREAS, The Nano & Bio in Society Conference is being produced by Scientific Meetings, L.L.C. and sponsored by the NanoBusiness Alliance, Nano in Society, the Institute of Biotechnology and the Human Future; and

WHEREAS, The City of Chicago wishes to recognize the importance of the Nano & Bio in Society Conference and wishes to demonstrate its commitment to the international scientific community, thereby encouraging growth and investment in scientific enterprises in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby officially declare March 27 through March 30, 2006, to be Nano & Bio in Society Week in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the organizers of the Nano & Bio in Society Conference.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MR. THOMAS J. BRODERICK.

WHEREAS, Thomas J. Broderick 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 Alderman Virginia A. Rugai; and

WHEREAS, A resident of the Beverly community, Thomas J. Broderick was a highly successful entrepreneur and the loving husband for fifty-four years of Eileen, nee Davis; and

WHEREAS, Thomas J. Broderick was the much-adored father of Catherine Duffy, Rita Durkin, Lucy, Scott, Daniel and Thomas, Jr., to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Thomas J. Broderick bravely served his country with the United States Army's 82nd Airborne Division during World War II and was blinded by a sniper's bullet after parachuting into Holland; and

WHEREAS, Following the war, Thomas J. Broderick founded his own insurance company located at West 108th Street and South Western Avenue and through hard work made the company into a thriving concern; and

WHEREAS, Thomas J. Broderick was among the founders of the Blinded Veterans Association and regularly paid visits to local rehabilitation programs where he counseled the sightless on careers in insurance, mortgage sales and auto financing; and

WHEREAS, Thomas J. Broderick's life story was featured in the first chapter of the book, *The Greatest Generation*, written by NBC anchorman Tom Brokaw; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Thomas J. Broderick gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Thomas J. Broderick inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Thomas J. Broderick serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Thomas J. Broderick to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Thomas J. Broderick was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Thomas J. Broderick imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby commemorate Thomas J. Broderick for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Broderick.

**CHICAGO POLICE OFFICER DONALD WOJTOWICZ RECOGNIZED
FOR PROFESSIONALISM AND INTEGRITY IN RECOVERY
OF LOST MONEY CONTAINER AT CHICAGO
MIDWAY INTERNATIONAL AIRPORT.**

WHEREAS, On Wednesday, February 15, 2006, Sergeant Donald Wojtowicz, a retired Chicago police officer working as a security officer for the Department of Aviation, was patrolling the perimeter of Midway Airport when he spotted a vacuum-sealed maroon-colored bundle; and

WHEREAS, On inspection of the shrink-wrapped package, Donald Wojtowicz discovered that it contained \$320,000 in newly minted twenty-dollar bills; and

WHEREAS, Sergeant Donald Wojtowicz secured the cash in the passenger seat of his vehicle and drove straight to the security office where the curious discovery was reported to authorities; and

WHEREAS, Federal investigators later confirmed that the missing cash was part of a shipment that was delivered aboard an airline at Midway Airport that was being sent from the United States Bureau of Engraving and Printing in Washington, D.C., to the Federal Reserve Bank of Chicago; and

WHEREAS, The incident remains under investigation by the United States Treasury Department; and

WHEREAS, While authorities have still not discovered how the package of money ended up at the edge of the airport, it is speculated that it may have fallen off of a baggage cart; and

WHEREAS, What is completely certain is the character and remarkable honesty of Sergeant Donald Wojtowicz whose pride, professionalism and integrity stand as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of March, 2006, do hereby recognize Sergeant Donald Wojtowicz for recouping the lost funds and do hereby congratulate him on the able performance of his duty; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Donald Wojtowicz.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO OFFICER RICHARD J. STEIN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Officer Richard J. Stein, Star Number 9378, has announced his retirement from the Chicago Police Department effective February 15, 2006; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Richard Stein began his career with the Chicago Police Department on October 18, 1976; and

WHEREAS, Richard Stein was born on October 18, 1950 and grew up in the Little Flower Parish going to grammar and high school at Little Flower; and

WHEREAS, Officer Stein has been married to his beloved Ada for twenty-six years and has lived in the Mount Greenwood community for almost thirty years; and

WHEREAS, Officer Stein has been in the 11th District, the 9th District and ended up in the 22nd District until his retirement. Officer Stein was the beat officer on Halsted for years and ended up at the Chicago High School for Agricultural Sciences until his retirement; and

WHEREAS, Officer Richard Stein has received several Department Commendations and numerous Honorable Mentions in his very illustrious career and served the citizens of Chicago in an exemplary manner for almost forty years; and

WHEREAS, Through professionalism and sacrifice, and in fulfillment of their motto "We Serve and Protect", the Chicago Police Department has provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, Officer Richard Stein and his family and many friends and colleagues will gather at Skip's New Evergreen Restaurant on April 7, 2006 to celebrate Rich Stein's memorable career as a member of the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006, on behalf of all the citizens of the City of Chicago do hereby express our appreciation and heartfelt thanks to Officer Richard Stein and his family for the dedication, professionalism and personal sacrifice provided throughout the past years; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Richard Stein.

*DECLARATION OF APRIL 4, 2006 AS "SAVE
ABANDONED BABIES DAY IN ILLINOIS".*

WHEREAS, Governor Rod Blagojevich has proclaimed April 4, 2006, Save Abandoned Babies Day in Illinois; and

WHEREAS, Alderman Virginia A. Rugai has been informed of this event; and

WHEREAS, The Illinois Newborn Protection Act was signed into law in August, 2001, granting biological parents immunity from criminal prosecution if they safely leave infants, three days or younger at a hospital, emergency medical facility, police station or manned fire station; and

WHEREAS, The Illinois Abandoned Newborn Protection Act seeks to prevent the injury and death of newborn infants and promote strong and loving family relationships; and

WHEREAS, The Abandoned Newborn Infant Protection Act allows a parent to anonymously relinquish her or his newborn infant to the care and custody of a safe haven, providing a safe alternative to parents who may be under severe emotional distress or are unable to provide for the basic needs of an infant; and

WHEREAS, The Save Abandoned Babies Foundation is a not-for-profit volunteer group dedicated to saving babies from being abandoned in dumpsters and other unsafe places, who's only mission is to save the lives of newborns that might otherwise be abandoned unsafely in Illinois; and

WHEREAS, April 4, 2006 promotes public awareness of the Illinois Abandoned Newborn Infant Protection Act to prevent the death of a newborn infant and provide parents with a responsible and safe mechanism to relinquish a newborn infant; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this first day of March, 2006, do hereby join the Governor of the State of Illinois in proclaiming April 4, 2006, "Save Abandoned Babies Day in Illinois"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Illinois Save Abandoned Babies Foundation.

Presented By

ALDERMAN BROOKINS (21st Ward):

**DECLARATION OF MARCH 3, 2006 AS "DISABLED AMERICAN
VETERAN JOHN H. PATTON CHAPTER NUMBER 6 AND
AUXILIARY FIRST ANNUAL BANQUET
DAY IN CHICAGO".**

WHEREAS, On Friday, March 3, 2006, Disabled American Veterans (D.A.V.), John H. Patton Chapter Number 6 and Auxiliary is sponsoring its first annual banquet to the benefit of Chicago's disabled veterans and their families; and

WHEREAS, John H. Patton Chapter Number 6 and Auxiliary is an organization of men and women who have been disabled in the line of duty during time of war; and

WHEREAS, The Disabled American Veterans (D.A.V.) organization was founded in March, 1920, by a group of disabled veterans under the leadership of Judge Robert S. Mars of Cincinnati, Ohio, and is still headquartered in that city under the leadership of D.A.V. National Commander Paul W. Jackson and a team of disabled veterans. The D.A.V. Chapter Number 6 and Auxiliary operates in Chicago and meets in Washington Park, 5531 South Dr. Martin Luther King, Jr. Drive, the second Saturday of each month, and its D.A.V. Auxiliary Board convenes at the Atlas Center, 1767 East 79th Street; and

WHEREAS, The D.A.V. Chapter Number 6 First Annual Banquet is held March 3, 2006, at the Crystal Light Banquet Hall. Chairman is Renaud Richie, Chapter Number 5 1st junior commander; co-chairman is D.A.V. Commander Augie Lehmann; and D.A.V.'s 2nd National Vice-Commander Raymond F. Dempsey is the special guest and featured speaker at the banquet; and

WHEREAS, This auspicious event will call attention to men and women to whom our indebtedness cannot be measured. Awards are being given to veterans and to providers of services to veterans, and the leaders of this great city also wish to join in tribute to those brave men and women and to the Disabled American Veterans organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of March, 2006 A.D., do hereby applaud disabled veterans everywhere and call public attention to the D.A.V. John H. Patton Chapter Number 6 and Auxiliary sponsored first annual awards banquet at Crystal Light Banquet Hall. In that regard, we declare that Friday, March 3, 2006, be known as "D.A.V. John H. Patton Chapter Number 6 and Auxiliary First Annual Banquet Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Disabled American Veterans John H. Patton Chapter Number 6 and Auxiliary.

Presented By

ALDERMAN OCASIO (26th Ward)
And OTHERS:

**DECLARATION OF APRIL 30, 2006 AS "EL DIA DE LOS
NIÑOS -- DAY OF THE CHILD" IN CHICAGO.**

A proposed resolution, presented by Aldermen Ocasio, Flores, Cárdenas, Muñoz, Solis, Reboyras, Suarez and Colón, reading as follows:

WHEREAS, When we think of the world being a better place, we think of how it begins with young children; and

WHEREAS, Children need a safe and loving environment to grow, learn, excel and be happy; and

WHEREAS, Children have dreams and wishes, and society will do its best to help their dreams come true; and

WHEREAS, Children are brilliant and ingenious in their own way; and

WHEREAS, Society should have an established date to recognize the achievements and value of its children; and

WHEREAS, El Dia de los Niños (Day of the Child) recognizes and acknowledges every child on earth; and

WHEREAS, We know that the children of our Latino community have much to contribute to the future of this city; and

WHEREAS, By celebrating April 30th, we are making a commitment to children that we will continue to listen, teach and nurture them; now, therefore,

Be It Resolved, That April 30, 2006 El Dia de los Niños, commemorates the lives of children, our future, pride and joy; and

Be It Further Resolved, That Mayor Richard M. Daley and the Chicago City Council hereby proclaim April 30, 2006 to be "El Dia de los Niños -- Day of the Child" in the City of Chicago.

Presented By

ALDERMAN BURNETT (27th Ward):

***CONGRATULATIONS EXTENDED TO MR. WALTER REDMOND HANNIBAL
BURNETT ON WINNING BRONZE MEDAL IN HUSTLE UP THE
HANCOCK STAIR CLIMBING EVENT.***

WHEREAS, On Sunday, February 26, 2006, more than four thousand people climbed one thousand six hundred thirty-two stairs to the top of this city's ninety-four floor John Hancock Center to raise more than Eight Hundred Fifty Thousand Dollars for the American Lung Association of Metropolitan Chicago; and

WHEREAS, This event, known as the "Hustle Up the Hancock", is in its ninth year and was sponsored by OfficeMax, The Hancock Observatory, NBC 5, WXRT Radio, Vertigo USA, *Windy City Sports Magazine*, Fleet Feet Sports, Clif Bar, New Balance, Baxter, DiamondCluster, Jamba Juice, Whole Foods, The North Face, Signature Room, Bally Total Fitness, the Westin Hotel, Superior Ambulance, Shorenstein Realty, Brother and Hewlett-Packard; and

WHEREAS, Participating with his dad and mom, Walter Redmond Hannibal Burnett, age nine, placed ninth in his division of stair-climbers that ranged from one to eleven years of age, winning a bronze medal for a time of 21 minutes, 49 seconds as well as being rewarded with One Hundred Dollars for beating his dad; and

WHEREAS, The Honorable Walter Burnett, Jr., Alderman of the 27th Ward, has apprised this august body of the significant achievement of his son who beat his time by 4 seconds; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby convey our heartiest congratulations to Walter Redmond Hannibal Burnett on his remarkable athletic feat and express our heartfelt wish that he stays as fit and healthy as the day he won the bronze in the Hustle Up the Hancock; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Walter Redmond Hannibal Burnett.

Presented by

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MRS. SUZIE R. SCARBROUGH.

WHEREAS, Almighty God, in His infinite wisdom, has granted Suzie R. Scarbrough, upstanding citizen and member of her community, eternal life on December 6, 2005 after eight decades here on earth; and

WHEREAS, Suzie R. Scarbrough started down this life's path on August 21, 1925 in Tuscaloosa, Alabama as one of the daughters of the late Lucious and Emma Jones. She was united in holy matrimony to Leon Scarbrough who has preceded her in passing; and

WHEREAS, Suzie R. Scarbrough was actively involved in neighborhood and civic affairs. She was president of the Richmond Street Block Club and a precinct representative for her ward's Democratic organization; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has informed this august body of the passing of Suzie R. Scarbrough; and

WHEREAS, Suzie R. Scarbrough leaves behind to celebrate her transition and cherish her memory two daughters, Bettye McClain and WaConda S. Currington; three grandchildren, LaMar Currington, Marques Currington-Harris and WanTierre Currington-Harris; two sisters, Emma Julia Robinson and Mary L. Williams; and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby extend our sincerest sympathy to the family and friends of Suzie R. Scarbrough and express our deepest sorrow upon learning of her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Suzie R. Scarbrough.

Presented By

ALDERMAN CAROTHERS (29th Ward):

**CONGRATULATIONS EXTENDED TO MS. ANNIE MAE
HARTWELL ON EIGHTIETH BIRTHDAY.**

WHEREAS, Annie Mae Hartwell, outstanding citizen and member of her community, was born on March 28, 1926 soon after her family moved to this city from Little Rock, Arkansas; and

WHEREAS, Annie Mae Hartwell excelled in gymnastics, dance and all forms of athletics. She attended Edward Jenner Elementary School where she was a member of the baseball and ice skating teams; and

WHEREAS, Even though Annie Mae Hartwell had eleven children of her own, her tireless love for youth and young people did not stop there. She served as a teacher's assistant at Farragut High School, Wicker Park Elementary School and Suder Park Elementary School until her retirement in 1982; and

WHEREAS, Annie Mae Hartwell is a faithful and devoted member of Central Memorial Missionary Baptist Church on Chicago's west side. As her eleven children, twenty-two grandchildren and ninety-nine great-grandchildren can testify that her eight decades have epitomized a life dedicated to Christian love and care; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has apprised this august body of the significant milestone that Annie Mae Hartwell has reached; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby salute Annie Mae Hartwell on the occasion of her eightieth birthday and extend our heartiest best wishes for health, happiness and success for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Annie Mae Hartwell.

Presented By

ALDERMAN MELL (33rd Ward)
And OTHERS:

TRIBUTE TO LATE MRS. CAMILLE HARRIS.

A proposed resolution, presented by Aldermen Mell, Allen, Laurino, O'Connor, Doherty and Levar, reading as follows:

WHEREAS, It was with great sadness that members of this chamber learned of the death of Camille Harris; and

WHEREAS, Camille Harris was a woman of great intelligence, grace and humor who will be dearly missed and fondly remembered by her family and many friends; and

WHEREAS, Camille was greatly devoted to her family, and she is survived by her loving husband, Herbert; her beloved children, Sheila, Herbert, Denise (Juan) Roman and David; and her adoring grandchildren, Deirdre, Andrew, Victor and Eric-Maximillian; and

WHEREAS, Camille 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, assembled this first day of March, 2006, do hereby express our sorrow on the death of Camille Harris and extend our deepest sympathy to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Camille Harris as a token of our honor and respect.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MS. BEATRICE WILLIAMS.

WHEREAS, In His infinite wisdom, God has called Beatrice Williams after a long and productive life; and

WHEREAS, Beatrice Williams started that life on this city's south side as one of ten children born to the union of the late Carrie and Norwood Martin, all of whom have preceded her in passing. After attending Doolittle Elementary and Wendell Phillips High Schools, her innate talent for fashion modeling and design led her to seek further instruction at Carrie Scott's School of Modeling & Charm, Safeway Furniture Design School and the Art Institute School of Design; and

WHEREAS, Beatrice Williams made a significant impact in the African American fashion industry during her long career as a model, a designer and, most particularly, as a first-rate milliner producing fashion shows in several cities throughout the country. She served as vice president of the National Best-Dressed Award and Civic Organization and was inducted into the Hall of Fame for Black Fashion Designers; and

WHEREAS, Beatrice Williams was an active member of many civic and social clubs such as the Colonial Dames, the Bell Ringer Campaign of the Mental Health Association of Greater Chicago Northern Section, the LeBarons Social and Charity Club and the Winsomettes who held annual benefits for the N.A.A.C.P.; and

WHEREAS, Beatrice Williams leaves behind to cherish her memories a granddaughter, Exquilynn Stanford-Brown; a grandson, Joseph Stanford; a great-grandson, Joseph Wescott Stanford and a host of nieces, nephews and many, many friends; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward, has informed this august body of the passing of Beatrice Williams; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby extend our deepest sympathies to the family and many friends of Beatrice Williams and express our heartfelt sorrow at her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Beatrice Williams.

Presented By

ALDERMAN COLÓN (35th Ward):

**CONGRATULATIONS EXTENDED TO CHRISTOPHER HOUSE ON
ONE HUNDREDTH ANNIVERSARY AND DECLARATION OF
MARCH 6, 2006 AS "CHRISTOPHER HOUSE
DAY" IN CHICAGO.**

WHEREAS, In 1906, the First Presbyterian Church of Evanston founded Christopher House as a settlement house on Chicago's north side. For a century, Christopher House has grown in response to the needs of people in our community; and

WHEREAS, Christopher House is a catalyst for strengthening and empowering low-income children and their families. It provides a web of support that helps families become self sufficient and resilient that help communities become stronger and more stable; and

WHEREAS, Christopher House served one thousand two hundred individuals in the first year of operation, with an annual budget of Four Thousand Six Hundred Twelve Dollars and now serves about three thousand five hundred children and families with an annual budget of Seven Million Seven Hundred Thousand Dollars; and

WHEREAS, Christopher House is a seven-site family resource center that helps families overcome the consequences of poverty, enabling them to thrive. Through early childhood and youth development, parent enrichment, literacy, counseling, pregnant and parenting teen support and by meeting the most basic of human needs, the officials and staff of Christopher House walk hand in hand with their clients until they are strong enough to continue the journey on their own; and

WHEREAS, 2006 marks the centennial of the institution known as Christopher House. The one hundredth year of service will be marked by a number of celebrations including a Centennial Kick-Off Open House, the Centennial Gala, the Annual Fall Fest and the Annual Holiday Adopt-a-Family program and Food Walk; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby proclaim March 6, 2006 "Christopher House Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to officials and staff at Christopher House to commemorate the occasion of their one hundredth anniversary.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MS. DEBRA BUGAJ-MOELLER.

WHEREAS, Debra Bugaj-Moeller has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The devoted mother of Thomas and Cicilia Moeller; beloved daughter of the late Chester and the late Sophia Bugaj; and loving sister of Frank (Doris) Bugaj, Debra Bugaj-Moeller leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Debra Bugaj-Moeller 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 Debra Bugaj-Moeller.

TRIBUTE TO LATE MRS. DOMENICA "MAMIE" CELESCHI.

WHEREAS, Domenica Celeschi 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 Dominick; dearest mother of Barbara (Donald) Mammoser, Dennis and the late Raymond; loving grandmother of William Mammoser, Jeanne (Joseph) Golly and Gail (Mark) Stevens; and dear great-grandmother of seven, Domenica Celeschi leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Domenica Celeschi 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 Domenica Celeschi.

TRIBUTE TO LATE MR. MAURICE C. KELLY, SR.

WHEREAS, Maurice C. Kelly, Sr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Frances; loving father of Maurice "Moe" (Gay), Maureen (Thomas) Sheridan, Joann (Roger) Graham and Janet (Timothy) Buckley; fond grandfather of Pam Kelly, James, Daniel, Patrick, Claire and Caitlin Sheridan, Matthew, Kevin, Kelly and Colleen Graham, Christopher, Nicholas and Catherine Buckley; beloved son of the late Ellen and Maurice; dear brother of William, Daniel, Mary Benson and the late Simon, Catherine Rubini, John and Jerry; and dear uncle and friend of many, Maurice C. Kelly, 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 first day of March, 2006, do hereby express our sorrow on the death of Maurice C. Kelly, Sr. and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maurice C. Kelly, Sr.

TRIBUTE TO LATE MRS. CELESTE R. KLEES.

WHEREAS, Celeste R. Klees 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 Raymond J.; loving mother of Reverend Raymond F. Klees (pastor of Saint Cletus Parish), Robert C., Caryl (Stephen) Whitney and Janet Brennan; loving grandmother of Lauren, Sarah and Meredith Whitney, Matthew, Ryan and Michael Brennan; fond sister of the late Marie (Jack) Doyle; and loving aunt of many, Celeste R. Klees leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Celeste R. Klees 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 Celeste R. Klees.

TRIBUTE TO LATE ANNE R. MARSHALL.

WHEREAS, Anne R. Marshall 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 Vernon "Woody"; loving mother of David (Kim) Ehrhardt and Jon (Sharon) Ehrhardt; dear grandmother of Lisa, Meegan, Jon, Jenna, Dana and Justin; and great-grandmother of three, Anne R. Marshall leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Anne R. Marshall 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 Anne R. Marshall.

TRIBUTE TO LATE MRS. LEONA OSIKA.

WHEREAS, Leona Osika 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 Walter; loving mother of George (Nancy) and the late Robert; fond sister of Hillard (the late Rose) Golly and Loretta (the late Paul) Zolinski; and fond aunt of many nieces and nephews, Leona Osika leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Leona Osika 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 Leona Osika.

TRIBUTE TO LATE MRS. ANGELINE M. PRIEST.

WHEREAS, Angeline M. Priest 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 Douglas; loving mother of William, Gerald (Mary) and Bruce; proud grandma of Sergeant Jeff (United States Marines) and Kelly; and fond aunt of Claudia, Angeline M. Priest leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Angeline M. Priest 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 Angeline M. Priest.

TRIBUTE TO LATE MRS. GENEVIEVE TEUTSCH WAGG.

WHEREAS, Genevieve Teutsch 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 Faville Wagg and the late Richard Teutsch; loving mother of Genevieve E. (Sheridan) Wise and Richard T. (Alice) Teutsch; cherished grandmother of Elizabeth Teutsch; special aunt of Helen Kiwala; and dear aunt, great-aunt and friend to many, Genevieve Teutsch Wagg leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby express our sorrow on the death of Genevieve Teutsch Wagg 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 Genevieve Teutsch Wagg.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. LINDA CAMPBELL.

WHEREAS, God in His infinite wisdom has called Linda Campbell to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Linda Campbell, beloved wife of the late Ruey, was an active and vital member of her community. The only daughter of Dorothy and the late Edward Caruso; loving mother of Michael, Deborah and Jeffrey; and cherished grandmother of nine, Linda Campbell leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Linda Campbell will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby express our sorrow on the death of Linda Campbell 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 Linda Campbell.

TRIBUTE TO LATE MR. VICTOR M. DEPA.

WHEREAS, God in His infinite wisdom has called Victor M. Depa to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Victor M. Depa, the beloved husband of the late Mary (Burzynski), was an active and vital member of his community. The loving father of Robert (Christine), Patricia and Ronald (Bozena); dearest grandfather of Christopher, Michael, James, Brian and Kelly; dear brother of Sophie (Stanley) Kaszubowski, the late Jean (Louis) Kula, the late Ed (Jean) Depa, Vicki (Joseph) Placzek, Tillie (the late Hank) Filipiak; and fond step-brother of the late Tony Detkiewicz, Anna (Steve) Bacik and Francis (Ted) Kator, Victor M. Depa leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Victor M. Depa 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 first day of March, 2006 A.D., do hereby express our sorrow on the death of Victor M. Depa 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 Victor M. Depa.

TRIBUTE TO LATE MR. CHRISTOPHER PUCINSKI.

WHEREAS, God in His infinite wisdom has called Christopher Pucinski to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Christopher Pucinski was an active and vital member of his community. The beloved son of the late Roman and Aurelia, nee Bordin; loving brother of Aurelia Marie Pucinski; and devoted uncle of Rebecca, Elizabeth Anne and Jim, Christopher Pucinski leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Christopher Pucinski 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 first day of March, 2006 A.D., do hereby express our sorrow on the death of Christopher Pucinski 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 Pucinski.

TRIBUTE TO LATE ANGELA SCHMITT.

WHEREAS, God in His infinite wisdom has called Angela Schmitt to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Angela Schmitt, beloved wife of the late Joseph C., was an active and vital member of her community. The loving mother of Cynthia; dear sister of the late Philip (late Phyllis) and the late Joseph (Concetta) Cangelosi; and devoted aunt of Joseph (Pamela), John (Wendy), Vingene, Peter A. and the late Peter E. (Donna), Angela Schmitt leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Angela Schmitt will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby express our sorrow on the death of Angela Schmitt 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 Angela Schmitt.

TRIBUTE TO LATE MR. THOMAS J. SUDERSKI.

WHEREAS, God in His infinite wisdom has called Thomas J. Suderski to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Thomas J. Suderski, the beloved husband of Sandra J., was an active and vital member of his community. The loving brother of Richard Sajnaj, Gloria Sajnaj and the late Maxmilian Sajnaj; loving son of the late Walter and Irene Suderski; and brother-in-law of Cynthia DeFily, Thomas J. Suderski leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Thomas J. Suderski 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 first day of March, 2006 A.D., do hereby express our sorrow on the death of Thomas J. Suderski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Suderski.

**CONGRATULATIONS EXTENDED TO MS. PEGGY GUDBRANDSEN
ON COMPLETION OF TRIATHLON WORLD CHAMPIONSHIP.**

WHEREAS, On October 9, 2005, Peggy Gudbrandsen at the age of seventy-eight was the oldest female competitor to finish the Triathlon World Championship in Honolulu, Hawaii; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Margaret Laurino; and

WHEREAS, Peggy finished the one and a half kilometer swim, forty kilometer bike ride and ten kilometer run with a time of 4 hours, 55 minutes and 30 seconds; and

WHEREAS, When she is not competing in triathlons, Peggy Gudbrandsen operates Gudbrandsen Frame Company and serves as a director of the Pulaski Elston Business Association; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby congratulate Peggy Gudbrandsen on completing the Triathlon World Championship and extend our best wishes for continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peggy Gudbrandsen.

*CONGRATULATIONS EXTENDED TO MS. CHAR KEANE ON
RETIREMENT FROM QUEEN OF ALL SAINTS PARISH.*

WHEREAS, Char Keane is retiring from Queen of All Saints Parish; and

WHEREAS, The Chicago City Council has been informed of this by The Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Char Keane has many accomplishments to her credit including the initiation of the Saint Vincent de Paul Society and helping to found the Elizabeth Ministry at Queen of All Saints; and

WHEREAS, Char Keane will be deeply missed by the Queen of All Saints parishioners who have grown to become her extended family over the years; and

WHEREAS, Char is looking forward to experiencing the role of full time grandmother with all the joy and happiness that it brings; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby express our gratitude and heartiest congratulations to Char Keane as she retires 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 Char Keane.

*CONGRATULATIONS EXTENDED TO DONALD AND RUTH NELSON
ON FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, On Saturday, February 25, 2006, friends and family gathered to help Donald and Ruth Nelson celebrate their fiftieth wedding anniversary; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by Alderman Margaret Laurino; and

WHEREAS, Donald and Ruth's strong bond of love and commitment serve as a shining example to their sons, Donald (Roxann) and Daniel (Monica); now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this first day of March, 2006 A.D., do hereby congratulate Donald and Ruth Nelson on their fiftieth anniversary and extend our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Donald and Ruth Nelson.

**CONGRATULATIONS EXTENDED TO THE ALBANY PARK
COMMUNITY CENTER ON THIRTIETH ANNIVERSARY.**

WHEREAS, On Thursday, March 9, 2006, the Albany Park Community Center is celebrating their thirtieth anniversary; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Margaret Laurino; and

WHEREAS, The mission statement of the Albany Park Community Center says it all: "The Albany Park Community Center educates and supports members of the community as they determine their own path of growth and development, by providing diverse programs and services for individuals, families, groups and businesses"; and

WHEREAS, For over three decades, the Albany Park Community Center has been a shining example of what a determined group of individuals can do to improve the quality of life in their community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby congratulate the Albany Park Community Center on their thirtieth anniversary and extend our best wishes for continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Albany Park Community Center.

*CONGRATULATIONS EXTENDED TO CROSS & CROWN
ON TWENTY-FIFTH ANNIVERSARY.*

WHEREAS, On Friday, March 31, 2006, Cross & Crown -- a Christian fellowship is celebrating their twenty-fifth anniversary; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Margaret Laurino; and

WHEREAS, Back in 1981, a small group of believers decided to start a church in Albany Park with the theme of "Gathered to Grow and Scattered to Serve" and that spirit remains a part of Cross & Crown twenty-five years later; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby congratulate Cross & Crown on their twenty-fifth anniversary and extend our best wishes for continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cross & Crown.

Presented By

ALDERMAN DALEY (43rd Ward):

*CONGRATULATIONS EXTENDED TO MRS. ANNA MITCHEN ON
ONE HUNDREDTH BIRTHDAY AND DECLARATION OF
MARCH 27, 2006 AS "ANNA MITCHEN
DAY" IN CHICAGO.*

WHEREAS, This resolution honors the extraordinary, long life of Anna Mitchen, nee White, who has lived in the Lincoln Park community with her son Ed, for a number of years; and

WHEREAS, Anna was born in Pittsburgh on March 27, 1906, and since has witnessed a world of changes in "technology" and the way we live. In her lifetime she has seen the invention and adoption into everyday life of many things the rest of us take for granted, including: the automobile, telephone, airplanes, movies, radio, television, transistors and circuit boards, the atomic bomb, space exploration, including landing on the moon, computers, satellites, Xerox and Velcro to name just a few; and

WHEREAS, When Anna was born of Adam and Monica White she had two brothers, George and John, and two years later a sister was born, also named Monica. But because her mother died a few months after Monica was born, and all of the children except George were placed in the Holy Family Institute Orphanage, Anna never knew she had a sister because Monica was immediately adopted. About eleven years later, Anna and her brother were released to their father and grandmother; and

WHEREAS, In 1923 when Anna was sixteen, she met her sister for the first time and helped her get a job. Some time later, Monica moved to Detroit and her father and brother moved to California. Now that her immediate family had left Pittsburgh, Anna relocated to Chicago with a friend and took work as a waitress, around the time of the 1929 stock market crash; and

WHEREAS, Anna met a man named Peter, whom she felt was too fat to court, but he suffered an illness and lost a lot of weight, and then she started seeing him and the two were married on May 16, 1931 at the Providence of God Church. They had two children, Ruth and Edward. They had three grandsons and two granddaughters. Peter worked as a streetcar conductor and later as a bus driver, while Anna continued her work as a waitress. After thirty-four years of marriage her husband Peter passed away in 1965, and she never remarried, probably because there was no one else who could measure up; and

WHEREAS, Anna worked as a waitress in several Chicago restaurants while raising her family. She worked first at the Morrison Hotel Coffee Shop at Clark and Madison until the hotel closed, and then she moved to the Heather House Restaurant in Carson Pirie Scott until she "retired" in 1971. She then worked at the Men's Grill at Wieboldt's until she turned seventy-two, at which time she decided to retire for real. She still enjoys many shopping forays at Carson's, using her retiree discount, always looking for the best bargains; and

WHEREAS, Anna has always had many hobbies and interests that have always kept her busy, especially crocheting, as well as knitting, sewing and being a very accomplished cook. Anna pursues her crafts interests by weekly going back to her south side neighborhood, taking two buses and the El to get her to the crafts group she belongs to there. She also crochets things for friends and family, and made three bed sized afghans this year alone. She also attends the Saint Adrian Church Seniors Group on the south side for their monthly meeting and regularly attends church on Sunday; and

WHEREAS, For her age Anna is still very active and alert, doing exercises every morning and taking walks around the neighborhood, and shopping for sales and bargains any chance she gets. She says she attributes her long life to working hard and being determined, both of which she has done in spades; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006, do hereby declare March 27, 2006 "Anna Mitchen Day" in Chicago in recognition of her long, active and productive life, and in honor of the love, warm regards and affection of her family and many friends and neighbors all over the City of Chicago. We further wish her continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anna Mitchen.

Presented By

**ALDERMAN DALEY (43rd Ward) And
ALDERMAN BURNETT (27th Ward):**

GRATITUDE EXTENDED TO MR. DEAN "DINO" LUBBAT
FOR DEDICATED SERVICE ON BEHALF OF OLD
TOWN COMMUNITY AND CONGRATULATIONS
ON SELECTION AS CHAIRMAN OF
OLD TOWN MERCHANTS AND
RESIDENTS ASSOCIATION.

WHEREAS, The Old Town Merchants and Residents Association is a vital and respected community organization representing one of Chicago's most admired and vibrant neighborhoods in the Lincoln Park Community; and

WHEREAS, Dean "Dino" Lubbat has been an active and moving force in the Old Town Merchants and Residents Association (O.T.M.R.A.) virtually ever since he opened his restaurant in the neighborhood; and

WHEREAS, In his tenure on the Board of the O.T.M.R.A. Dino has instituted a wide variety of initiatives that have helped to maintain the vitality and visibility of the Old Town business district including:

- instituting ribbon cutting ceremonies for new businesses,
- publishing a walking tour map of area businesses,
- organizing a banner program to draw attention to area businesses' offerings with a record number of sponsors,
- continuing the growth and success of the annual Wells Street Art Festival and Wine Crush,
- instituting Family Movie Nights at Franklin School,
- working with both aldermen on community based projects

; and

WHEREAS, During all the time and effort that Dino has contributed to the community well-being, he has managed to successfully balance his career as the owner of his restaurants, Trattoria Dinotto and now Dinotto Ristorante, and his exhaustive work with the O.T.M.R.A.; and

WHEREAS, Dino came to the Chicago area from his native Italy and received his master's in international business from Roosevelt University in 1997 after having opened his first restaurant in 1989; and

WHEREAS, Dino has successfully managed to create a cozy intimate restaurant that welcomes people with its warmth, food and personalized service, all of which embodies the atmosphere that Dino has worked to create in the Old Town community; and

WHEREAS, We congratulate Dino on his successful tenure as O.T.M.R.A. president since 2004, and thank him for his continued service to the community by moving into the position of chairman of the O.T.M.R.A.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006, do hereby honor and express deepest appreciation to Dino Lubbat for his many contributions and dedicated service to the Old Town community, to the Old Town Merchants and Residents Association and to the City of Chicago and wish him the very best in his new role as chairman of the O.T.M.R.A.; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dino Lubbat.

Presented By

**ALDERMAN LEVAR (45th Ward) And
ALDERMAN ALLEN (38th Ward):**

TRIBUTE TO LATE MR. PAUL EISCHEN.

WHEREAS, God chose to call His precious child, Paul Eischen home to his eternal rest on January 21, 2006; and

WHEREAS, Throughout the course of our lives, if we are fortunate, we are touched by individuals whose guidance and mentoring help us to achieve our goals and succeed in our endeavors; and

WHEREAS, For an untold number of young men, Paul Eischen personified that mentor, surrogate father and guiding force; and

WHEREAS, Although a postal worker for thirty-five years, Paul Eischen was an accomplished athlete who competed in the 1939 Pan American Games, skillfully displaying his prowess with a basketball, and playing in such far away locales as Rio de Janeiro and Buenos Aires; and

WHEREAS, During the 1940s and 1950s, Paul Eischen coached boys basketball and helped the young men under his tutelage realize that organized sports would develop life skills that would forever benefit them. In fact, many of those young people wrote Mr. Eischen in later years to thank him and confirm that he, in fact, was right; lessons learned in basketball had allowed them to answer when opportunity knocked; and

WHEREAS, In 1975, Paul Eischen was inducted into the Illinois Basketball Hall of Fame for the outstanding performance of his duties as an official of the game of basketball; and

WHEREAS, Although basketball was his sport of choice, Paul Eischen enjoyed other athletic pursuits, as well. Mr. Eischen became a "golf fanatic" in the 1960s, playing the game with the same fervor that had once been dedicated to basketball. He also enjoyed board games and crossword puzzles, exercising his mind as basketball had exercised his muscles; and

WHEREAS, Paul Eischen met and married his sweetheart, Margaret, in 1940. Together, they faced life's challenges and prevailed. Their firstborn child, James, was afflicted with cerebral palsy and Paul and Margaret Eischen tended their child with loving care but sought ways to help him and others. They helped found the Parents Association for Cerebral Palsy, an organization dedicated to providing support for families of individuals similarly afflicted; and

WHEREAS, Paul Eischen lived a full, productive life and leaves behind to cherish his memory, his children, five grandchildren, four great-grandchildren and a host of family and friends to celebrate him; now, therefore,

Be It Resolved, That we, the Mayor and Members of the Chicago City Council, gathered here this first day of March, 2006, do hereby offer our most heartfelt condolences to the family of Mr. Paul Eischen; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Paul Eischen.

Presented By

**ALDERMAN SHILLER (46th Ward)
And OTHERS:**

**DENOUNCEMENT OF VANDALISM AGAINST AGUDAS ACHIM AND
EXPRESSION OF SUPPORT FOR MEMBERS OF NORTH
SHORE CONGREGATION AND UPTOWN COMMUNITY
FOR EFFORTS IN COMBATING HATE CRIMES.**

A proposed resolution, presented by Aldermen Shiller, Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, M. Smith, Moore and Stone, reading as follows:

WHEREAS, On February 13, 2006, Chicago's Uptown community was dismayed and appalled to see that vandals had committed a hate crime against the Agudas Achim North Shore Congregation at 5029 North Kenmore Avenue; and

WHEREAS, The vandals had defaced the building with extremist anti-Semitic and racist graffiti; and

WHEREAS, Recovering quickly from their shock and dismay, community members rallied, and on Sunday, February 19, nearly two hundred people from all faiths filled the unheated upstairs of the Agudas Achim North Shore Congregation to hear speeches of hope and tolerance for Uptown's diversity; and

WHEREAS, The audience that Sunday, made up of people from all faiths delivered a strong, unified message stating that a hate crime against one group is a crime against all humanity; and

WHEREAS, The caring members of the community showed their support in other ways, as Muslims protested the hate crime by holding signs denouncing the spray-painting, and members of Agudas Achim took a symbolic step by painting over some of the graffiti; and

WHEREAS, The Agudas Achim North Shore Congregation and Chicago's Uptown community are to be commended for their courage, resolve and determination in addressing this insult to their community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of March, 2006, do hereby denounce in the strongest possible terms the hate crime committed here, and the perpetrators of such a repugnant act; and

Be It Further Resolved, That we congratulate the members of the Agudas Achim North Shore Congregation, Chicago's Uptown community and all those caring people who made the effort to show their support for those affected, and to affirm that we are all brothers and sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Agudas Achim North Shore Congregation as a sign of our esteem and good wishes.

Presented By

ALDERMAN SCHULTER (47th Ward):

**CONGRATULATIONS EXTENDED TO MR. COLIN M. MURPHY
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, On Saturday, April 1, 2006, Boy Scout Colin M. Murphy, a member of Troop 894 in Chicago, will receive a special Court of Honor for achieving the Eagle Scout Award, Boy Scout's highest honor; and

WHEREAS, Colin earned twenty-six merit badges and served his troop in a variety of leadership roles; and

WHEREAS, For his Eagle Service Project, he led fellow scouts and adults over a four week period to collect food, clothing and donations and delivered more than one thousand two hundred items and a One Thousand Dollar donation to help the homeless; and

WHEREAS, Colin is currently a senior at Notre Dame High School and is a roll model and an inspiration to our community and to the greater society, and a wonderful leader to have in our neighborhoods; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of March, 2006 A.D., do hereby salute Colin M. Murphy on Sunday, April 1, 2006 for achieving the honor of the Eagle Scout Award and extend our gratitude for his outstanding community service and dedication; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Colin M. Murphy.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO NATIONAL WILDLIFE
FEDERATION ON SEVENTIETH ANNIVERSARY.**

WHEREAS, For the past seven decades, the National Wildlife Foundation has been at the forefront of the United States conservation movement; and

WHEREAS, From February 3 to February 6, 1936, United States President Franklin Delano Roosevelt convened the North American Wildlife Conference. During this conference, an organization called the General Wildlife Federation was created and the former chief of the United States Biological Survey, Norwood Darling, was elected its president. In 1938, the organization became the National Wildlife Federation; and

WHEREAS, Today, the National Wildlife Foundation continues to fight for conservation and protection of wildlife for this and future generations by defending America's safeguards and safe-havens for wildlife; and

WHEREAS, The National Wildlife Federation promotes education as key to creating a world where wildlife thrives by teaching children, families and concerned citizens how they can help protect wildlife; and

WHEREAS, The National Wildlife Federation represents the power and commitment of four million members and supporters joined by affiliated wildlife organizations in forty-seven states and territories with thousands of volunteers from all walks of life who share the value of wildlife conservation; and

WHEREAS, The Honorable Mary Ann Smith, Alderman of the 48th Ward, has informed this august body of this significant milestone in the annals of the National Wildlife Federation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby salute the valiant and important work of this venerable and vital organization, convey our heartiest best wishes on the occasion of the seventieth anniversary of the National Wildlife Federation, and express our desire for its continuing success in the fight to conserve, preserve and propagate wildlife in this nation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the National Wildlife Federation.

*CONGRATULATIONS EXTENDED TO SWEDISH AMERICAN
MUSEUM CENTER ON THIRTIETH ANNIVERSARY.*

WHEREAS, There are three hundred thousand people of Swedish descent who currently live in the Chicago area; and

WHEREAS, This year the Swedish American Museum Center celebrates three decades of preserving and presenting the Swedish American heritage. The museum is located on North Clark Street in this city's Andersonville neighborhood; and

WHEREAS, Kurt Mathiasson, one of the leaders of the Andersonville community and a Swedish immigrant, founded the museum in a small storefront that initially was the repository for a collection of family histories. His Majesty Carl XVI Gustaf, King of Sweden, officially opened the museum in 1976; and

WHEREAS, In 1987, the museum moved to its current location and underwent the first phase of a major renovation. The King of Sweden returned to celebrate the new beginnings of the Swedish American Museum Center. Ten years later, the museum

completed the second phase of the renovation by adding new gallery space and the donations of the Nordiska Museet exhibit to its permanent collection and display. At the beginning of this century, the museum added Children's Museum of Immigration for children ages three to twelve on the third floor; and

WHEREAS, On April 23, 2006, His Excellency Gunnar Lund, Ambassador of Sweden will tour the museum, honor major donors and make some brief remarks in recognition of the museum's thirtieth anniversary; and

WHEREAS, Another significant event will happen this summer with the retirement of Sweden's Consul General Kerstin Lane after two decades of outstanding service as executive director of the museum; and

WHEREAS, The Honorable Mary Ann Smith, Alderman of the 48th Ward, has apprised this august body of these important milestones for the Swedish American Museum Center; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby salute the Swedish American Museum Center on the occasion of its thirtieth anniversary and express our deepest appreciation for the twenty years of dedication by Kerstin Lane as its executive director; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Swedish American Museum Center's executive director, Kerstin Lane.

MATTERS PRESENTED BY THE ALDERMEN.

***(Presented By Wards, In Order, Beginning
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BALCER (11 th Ward)	South Emerald Avenue, at 4230 -- 6:30 A.M. to 2:00 P.M. -- Monday through Saturday;
T. THOMAS (15 th Ward)	West 63 rd Street, at 2755 -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
OCASIO (26 th Ward)	West Grand Avenue, at 2145 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday; North Western Avenue, at 446 -- 448 -- 7:00 A.M. to 5:00 P.M. -- Monday through Saturday;
BURNETT (27 th Ward)	West Chicago Avenue, at 1411 -- 15 minute limit -- use hazard lights -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday; West Washington Boulevard, at 923 between North Peoria Street and North Sangamon Street -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72199

Alderman	Location, Distance And Time
	North Wells Street, at 1446, between West Schiller Street and West North Avenue --12:00 Noon to 3:00 A.M. -- daily;
REBOYRAS (30 th Ward)	West Belmont Avenue, at 4438 -- 30 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 12:00 P.M. to 7:00 P.M. -- daily;
MITTS (37 th Ward)	West North Avenue, at 5365 -- 15 minute limit -- at all times -- daily;
DOHERTY (41 st Ward)	West Higgins Road (north side) from a point 130 feet west of North Neenah Avenue for a distance of 25 feet -- 15 minute limit -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday; West Higgins Road (north side) at 6414 -- 8:00 A.M. to 7:00 P.M. -- Monday, Wednesday and Thursday -- 8:00 A.M. to 2:00 P.M. -- Thursday, Friday and Saturday (public benefit);
NATARUS (42 nd Ward)	West Ontario Street, at 416 (in place of parking meter Numbers 202012 and 202013) 5:00 P.M. to 12:00 P.M. -- daily;
DALEY (43 rd Ward)	West Fullerton Avenue, at 742 -- 9:00 A.M. to 7:00 P.M. -- daily;
SCHULTER (47 th Ward)	North Damen Avenue, at 4709 -- 15 minute limit -- 9:00 A.M. to 2:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
NO PARKING LOADING ZONE ON PORTION OF
WEST WRIGHTWOOD AVENUE.

Alderman Daley (43rd Ward) presented a proposed order to amend a previously passed ordinance which established no parking loading zones on portions of specified public ways by striking the words: "West Wrightwood Avenue (north side) from a point 20 feet west of North Clark Street, to a point 40 feet west thereof -- loading zone/tow-away zone" and inserting in lieu thereof: "West Wrightwood Avenue, from a point 36 feet west of North Clark Street, to a point 56 feet thereof -- loading zone/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

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
CÁRDENAS (12 th Ward)	West 43 rd Street, at 2800 -- 2830, from South California Avenue to South Mozart Street -- 25 cents per hour -- 2 hour limit -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday;
	West 43 rd Street, at 1600 -- 1631, from South Marshfield Avenue to South Ashland Avenue -- 25 cents per hour -- 2 hour limit -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72201

Alderman

Location

COLÓN (35th Ward)

West Wrightwood Avenue, from North Monticello Avenue to North Lawndale Avenue -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING METER AREA ON PORTION OF
WEST IRVING PARK ROAD.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which established parking meter areas on portions of specified public ways by striking the words: "West Irving Park Road (north side) from North Hamilton Avenue to North Leavitt Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit 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

FLORES (1st Ward)

North Rockwell Street, at 2829 (Handi-capped Parking Permit 46715);

Alderman	Location And Distance
	North Washtenaw Avenue, at 1714 (Handicapped Parking Permit 46719);
<i>PRECKWINKLE</i> (4 th Ward)	South Kenwood Avenue, at 5124 (Handi- capped Parking Permit 45208); East 50 th Street, at 1640 (Handicapped Parking Permit 46452);
<i>LYLE</i> (6 th Ward)	South Calumet Avenue, at 9830 (Handi- capped Parking Permit 47587); South Eberhart Avenue, at 7646 (Handi- capped Parking Permit 47625); South Evans Avenue, at 8148 (Handi- capped Parking Permit 47575); South Indiana Avenue, at 6950 (Handi- capped Parking Permit 49132); South Lafayette Avenue, at 7348 (Handi- capped Parking Permit 48259); South St. Lawrence Avenue, at 8363 (Handicapped Parking Permit 47633); East 69 th Street, at 737 (Handicapped Parking Permit 48912); West 77 th Street, at 49 (Handicapped Parking Permit 47627);
<i>STROGER</i> (8 th Ward)	South Drexel Avenue, at 9828 (Handi- capped Parking Permit 49282); South Kimbark Avenue, at 8133 (Handi- capped Parking Permit 49271);

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72203

Alderman	Location And Distance
<i>POPE</i> (10 th Ward)	South Avenue H, at 10342 (Handicapped Parking Permit 49171); South Muskegon Avenue, at 9539 (Handicapped Parking Permit 47062); East 130 th Street, at 2751 (Handicapped Parking Permit 49170);
<i>BALCER</i> (11 th Ward)	South Emerald Avenue, at 3645 (Handicapped Parking Permit 48239); South Lituanica Avenue, at 3341 (Handicapped Parking Permit 40668); West 42 nd Street, at 543 (Handicapped Parking Permit 48240);
<i>CÁRDENAS</i> (12 th Ward)	West 45 th Street, at 2436 (Handicapped Parking Permit 44714);
<i>OLIVO</i> (13 th Ward)	South Karlov Avenue, at 6611 (Handicapped Parking Permit 48707); South Kilpatrick Avenue, at 6131 (Handicapped Parking Permit 47822); South Kolmar Avenue, at 6043 (Handicapped Parking Permit 48717); South Mason Avenue, at 6143 (Handicapped Parking Permit 47524); South Massasoit Avenue, at 6110 (Handicapped Parking Permit 30075);
<i>BURKE</i> (14 th Ward)	South Avers Avenue, at 4807 (Handicapped Parking Permit 44962);

Alderman	Location And Distance
	South Washtenaw Avenue, at 5333 (Handicapped Parking Permit 47155);
	West 41 st Street, at 3114 (Handicapped Parking Permit 48775);
	West 56 th Street, at 3730 (Handicapped Parking Permit 49119);
<i>T. THOMAS</i> (15 th Ward)	South Albany Avenue, at 6110 (Handi- capped Parking Permit 47364);
	South Campbell Avenue, at 6915 (Handi- capped Parking Permit 41352);
	South Hoyne Avenue, at 6504 (Handi- capped Parking Permit 48727);
	South Seeley Avenue, at 5521 (Handi- capped Parking Permit 44571);
<i>COLEMAN</i> (16 th Ward)	South Green Street, at 6609 (Handi- capped Parking Permit 48913);
	South Laflin Street, at 6226 (Handi- capped Parking Permit 48920);
	South Morgan Street, at 5615 (Handi- capped Parking Permit 48915);
	West 54 th Street, at 2141 (Handicapped Parking Permit 48917);
<i>RUGAI</i> (19 th Ward)	South Sacramento Avenue, at 11110 (Handicapped Parking Permit 46446);
<i>TROUTMAN</i> (20 th Ward)	South Emerald Avenue, at 5943 (Handi- capped Parking Permit 47211);

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72205

Alderman	Location And Distance
	South Indiana Avenue, at 5704 (handi-capped permit parking);
	South Indiana Avenue, at 5908 (Handi-capped Parking Permit 49154);
<i>BROOKINS</i> (21 st Ward)	South Peoria Street, at 8156 (Handi-capped Parking Permit 48213);
<i>ZALEWSKI</i> (23 rd Ward)	South Austin Avenue, at 5109 (Handi-capped Parking Permit 48516);
	South Laporte Avenue, at 4947 (Handi-capped Parking Permit 48519);
	South Natoma Avenue, at 6015 (Handi-capped Parking Permit 49082);
	South Neenah Avenue, at 5919 (Handi-capped Parking Permit 49084);
<i>SOLIS</i> (25 th Ward)	South Jefferson Street, at 1637 (handi-capped permit parking);
	South Seeley Avenue, at 2317 (handi-capped permit parking);
	West 19 th Street, at 1853 (handicapped permit parking);
<i>OCASIO</i> (26 th Ward)	West Hirsch Street, at 3438 (Handi-capped Parking Permit 47181);
	West Ohio Street, at 2121 (Handicapped Parking Permit 47202);

Alderman	Location And Distance
<i>E. SMITH</i> (28 th Ward)	West Arthington Street, at 2939 (Handi- capped Parking Permit 48033); South Fairfield Avenue, at 1363 (Handi- capped Parking Permit 45387); West Ferdinand Street, at 4854 (Handi- capped Parking Permit 45384); West Fulton Street, at 4914 (Handi- capped Parking Permit 48035); West Fulton Street, at 4918 (Handi- capped Parking Permit 48028); North Lavergne Avenue, at 724 (Handi- capped Parking Permit 48021); West 22 nd Place, at 2634 (Handicapped Parking Permit 46532);
<i>CAROTHERS</i> (29 th Ward)	North McVicker Avenue, at 2843 (Handi- capped Parking Permit 47685); North Merrimac Avenue, at 2954 (Handi- capped Parking Permit 47681);
<i>REBOYRAS</i> (30 th Ward)	North Menard Avenue, at 2522 (Handi- capped Parking Permit 47548); North Parkside Avenue, at 2649 (Handi- capped Parking Permit 48906);
<i>SUAREZ</i> (31 st Ward)	North Lamon Avenue, at 2050 (Handi- capped Parking Permit 48582); North Long Avenue, at 2917 (Handi- capped Parking Permit 46568);

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72207

Alderman	Location And Distance
<i>MATLAK</i> (32 nd Ward)	North Leavitt Street, at 1643 (handi-capped permit parking);
<i>MELL</i> (33 rd Ward)	West Belmont Avenue, at 2939 (Handi-capped Parking Permit 48174); North Bernard Street, at 4025 (Handi-capped Parking Permit 48173); North Francisco Avenue, at 4024 (Handi-capped Parking Permit 48169); West Pensacola Avenue, at 3306 (Handi-capped Parking Permit 49149); North Sacramento Avenue, at 3058 (Handicapped Parking Permit 44090);
<i>AUSTIN</i> (34 th Ward)	South Peoria Street, at 11716 (Handi-capped Parking Permit 44194); South Union Avenue, at 12640 (Handi-capped Parking Permit 47705); West 104 th Street, at 137 (Handicapped Parking Permit 48657);
<i>COLÓN</i> (35 th Ward)	North Spaulding Avenue, at 2951 Handi-capped Parking Permit 47461);
<i>BANKS</i> (36 th Ward)	North Neenah Avenue, at 3500 (Handi-capped Parking Permit 49043); North Newcastle Avenue, at 2549 (Handi-capped Permit 45793); North Olcott Avenue, at 3227 (Handi-capped Parking Permit 49035);

Alderman	Location And Distance
<i>MITTS</i> (37 th Ward)	West School Street, at 6154 (Handi-capped Parking Permit 44868);
	West Cortez Street, at 4921 (Handi-capped Parking Permit 47683);
	West Cortez Street, at 5507 (Handi-capped Parking Permit 47221);
	West Ferdinand Street, at 5300 (Handi-capped Parking Permit 48806);
	West Homer Street, at 5168 (Handi-capped Parking Permit 47104);
	North Kedvale Avenue, at 839 (Handi-capped Parking Permit 44613);
	North Keystone Avenue, at 1018 (Handi-capped Parking Permit 47236);
	North Latrobe Avenue, at 2327 (Handi-capped Parking Permit 48128);
	North Lockwood Avenue, at 1455 (Handi-capped Parking Permit 48827);
	North Long Avenue, at 516 (Handicapped Parking Permit 48093);
	North Lorel Avenue, at 1628 (Handi-capped Parking Permit 48895);
	North Lorel Avenue, at 1715 (Handi-capped Parking Permit 48140);
	North Lotus Avenue, at 1531 (Handi-capped Parking Permit 47098);
	West Potomac Avenue, at 4816 (Handi-capped Parking Permit 44624);

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72209

Alderman	Location And Distance
<i>ALLEN</i> (38 th Ward)	West Henderson Street, at 5629 (Handi- capped Parking Permit 49114); North Kolmar Avenue, at 4105 (Handi- capped Parking Permit 48342); West Patterson Avenue, at 5024 (Handi- capped Parking Permit 46211); West Pensacola Avenue, at 5221 (Handi- capped Parking Permit 48517);
<i>LAURINO</i> (39 th Ward)	North St. Louis Avenue, at 5747 (Handi- capped Parking Permit 47970);
<i>O'CONNOR</i> (40 th Ward)	North Christiana Avenue, at 5523 (Handicapped Parking Permit 47851); North Washtenaw Avenue, at 5201 (Handicapped Parking Permit 47858);
<i>DOHERTY</i> (41 st Ward)	West Hortense Avenue, at 7627(Handi- capped Parking Permit 47799); North Mason Avenue, at 7200 (Handi- capped Parking Permit 40810); North Navarre Avenue, at 6024 (Handi- capped Parking Permit 47800);
<i>DALEY</i> (43 rd Ward)	West Arlington Place, at 608 (Handi- capped Parking Permit 43735);
<i>SHILLER</i> (46 th Ward)	North Dayton Street, at 4325, for a distance of 25 feet (Handicapped Parking Permit 43233);

Alderman	Location And Distance
SCHULTER (47 th Ward)	North Rockwell Street, at 4744 (Handi-capped Parking Permit 48178);
STONE (50 th Ward)	West Jerome Street, at 2534 (Handi-capped Parking Permit 49429);
	North Kedzie Avenue, at 6229 (Handi-capped Parking Permit 47285);
	North Oakley Avenue, at 6246 (Handi-capped Parking Permit 47290).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4948 WEST AUGUSTA BOULEVARD.

Alderman Mitts (37th 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 Augusta Boulevard, at 4948 (Handicapped Parking Permit 6369)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7112 SOUTH CHAMPLAIN 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 Champlain Avenue, at 7112 (Handicapped Parking Permit 32317)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5219 NORTH CHRISTIANA AVENUE.

Alderman Laurino (39th 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 Christiana Avenue (Handicapped Parking Permit 43543)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2327 WEST CULLERTON STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cullerton Street, at 2327 (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
6301 WEST DIVERSEY 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: "West Diversey Avenue, at 6301 (Handicapped Parking Permit 21460)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6015 SOUTH FRANCISCO 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 Francisco Avenue, at 6015 (Handicapped Parking Permit 32551)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3263 WEST FULTON AVENUE.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Fulton Avenue, at 3263 (Handicapped Parking Permit 44011)", 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 HONORE 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 Honore Street, at 5514 (Handicapped Parking Permit 30824)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5740 SOUTH HONORE 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 Honore Street, at 5740 (Handicapped Parking Permit 17496)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7929 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 7929 (Handicapped Parking Permit 31766)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
917 NORTH KEDVALE AVENUE.

Alderman Mitts (37th 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 Kedvale Avenue, at 917 (Handicapped Parking Permit 40280)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6547 SOUTH KOLIN 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 Kolin Avenue, at 6547 (Handicapped Parking Permit 40585)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF NORTH LAWLER AVENUE.

Alderman Mitts (37th 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 Lawler Avenue (both sides) in the 1500 block, from West North Avenue to the first alley just south of West North Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1718 NORTH LOREL AVENUE.

Alderman Mitts (37th 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 Lorel Avenue, at 1718 (Handicapped Parking Permit 14810)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1741 NORTH LOREL AVENUE.

Alderman Mitts (37th 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 Lorel Avenue, at 1741 (Handicapped Parking Permit 41415)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2927 NORTH OAK PARK 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 Oak Park Avenue, at 2927 (Handicapped Parking Permit 13652)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9330 SOUTH OGLESBY AVENUE.

Alderman Beavers (7th 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 Oglesby Avenue, at 9330 (Handicapped Parking Permit 11128)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
203 NORTH PARKSIDE 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 Parkside Avenue, at 203 (Handicapped Parking Permit 37200)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6340 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 6340 (Handicapped Parking Permit 4802)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7320 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 7320 (Handicapped Parking Permit 43137)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3630 NORTH SACRAMENTO AVENUE.

Alderman Mell (33rd 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 3630 (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
922 NORTH ST. LOUIS AVENUE.

Alderman Burnett (27th 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 St. Louis Avenue, at 922 (Handicapped Parking Permit 20791)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
931 NORTH ST. LOUIS AVENUE.

Alderman Burnett (27th 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 St. Louis Avenue, at 931 (Handicapped Parking Permit 13625)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
934 NORTH ST. LOUIS AVENUE.

Alderman Burnett (27th 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 St. Louis Avenue, at 934 (Handicapped Parking Permit 20185)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2317 SOUTH SEELEY AVENUE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Seeley Avenue, at 2317 (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
6714 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 6714 (Handicapped Parking Permit 36645)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3036 SOUTH UNION 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 Union Avenue, at 3036 (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
6915 SOUTH UNION 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 Union Avenue, at 6915 (Handicapped Parking Permit 17645)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4627 SOUTH WASHTENAW AVENUE.

Alderman Cárdenas (12th 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 Washtenaw Avenue, at 4627 (Handicapped Parking Permit 8674)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6104 SOUTH WOODLAWN AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Woodlawn Avenue, at 6104 (Handicapped Parking Permit 31401)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1521 WEST 18TH PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 18th Place, at 1521 (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
2245 WEST 18TH PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 18th Place, at 2245 (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
2147 WEST 19TH STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 19th Street, at 2147 (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
1840 WEST 21ST PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 21st Place, at 1840 (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
2715 WEST 38TH PLACE.

Alderman Cárdenas (12th 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 38th Place, at 2715 (Handicapped Parking Permit 7971)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
506 WEST 44TH 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: "West 44th Street, at 506 (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
3919 WEST 57TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 57th Street, at 3919 (Handicapped Parking Permit 7169)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
703 EAST 80TH STREET.

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: "East 80th Street, at 703 (Handicapped Parking Permit 38260)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL
TIMES AT 5754 NORTH CHRISTIANA AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to remove a parking prohibition in effect at all times at 5754 North Christiana Avenue (Handicapped Parking Permit 35570), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
REMOVAL OF DISABLED PERMIT PARKING SIGNS AT
ALL TIMES AT 6518 SOUTH LAFLIN STREET.

Alderman L. Thomas (17th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 11, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 68140) which authorized removal of disabled permit parking on portions of specified public ways by striking the words: "Removal of Disabled Parking Permit 18110 signs located at 6518 South Laflin Street" and inserting in lieu thereof: "Removal of Disabled Parking Permit 30016 signs located at 6518 South Laflin Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

Alderman Allen (38th Ward) presented two proposed ordinances to prohibit the parking of vehicles during specified hours and for the distances and times indicated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Irving Park Road (south side) from North Kenneth Avenue to a point 94 feet west thereof -- at all times -- daily; and

West Irving Park Road, at 5700 -- 11:00 A.M. to 11:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST ADDISON STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "West Addison Street (south side only) in the 1600 --1700 blocks -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT 7460 WEST ADDISON STREET.

Alderman Banks (36th Ward) presented a proposed ordinance to limit the parking of vehicles to 15 minutes at 7460 West Addison Street and require that vehicles parked at such location have hazard lights activated between the hours of 9:00 A.M. to 6:00 P.M., Monday through Friday and 9:00 A.M. to 3:00 P.M., Saturdays, which was *Referred to the Committee on Traffic Control*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED PARKING
LIMITATION AT 2700 NORTH CICERO AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to repeal an ordinance which established a 1 hour parking limitation on the west side of North Cicero Avenue, from West Parker Avenue to West Schubert Avenue, during the hours of 9:00 A.M. to 9:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF NO PARKING/STREET CLEANING
DURING SPECIFIED DAYS AND HOURS ON PORTIONS
OF NORTH LARAMIE AVENUE.

Alderman Mitts (37th Ward) presented two proposed ordinances to establish a no parking/street cleaning on portions of North Laramie Avenue, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Laramie Avenue (east side) in the 2000 block -- 7:00 A.M. to 9:00 A.M. -- Monday and Wednesday; and

North Laramie Avenue (west side) in the 2000 block -- 7:00 A.M. to 9:00 A.M. -- Tuesday, Thursday and Friday.

Referred -- ESTABLISHMENT OF NO PARKING/NO STOPPING/NO
STANDING/TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

Alderman O'Connor (40th Ward) presented two proposed ordinances to establish no parking/no stopping/no standing/tow-away zones to be in effect at all times, daily, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Foster Avenue (south side) from a point 85 feet east of North California Avenue, to a point 180 feet east thereof; and

West Winona Street (both sides) from North California Avenue, to a point 290 feet east thereof.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>LYLE</i> (6 th Ward)	West 91 st Street (both sides) in the 400 block, from South Dr. Martin Luther King, Jr. Drive to South Eberhart Avenue -- 5:00 P.M. -- 8:00 P.M. -- Monday through Friday -- 12:00 Noon to 8:00 P.M. -- Saturday and Sunday;
<i>BURKE</i> (14 th Ward)	West 51 st Street (north side) from South Springfield Avenue on the west to South Harding Avenue on the east;
<i>OCASIO</i> (26 th Ward)	North Maplewood Avenue (both sides) in the 1200 block -- 6:00 P.M. to 6:00 A.M. -- daily; West McLean Avenue (both sides) in the 3600 block -- 6:00 P.M. to 6:00 A.M. -- daily; West Wabansia Avenue (both sides) in the 3700 block -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>COLÓN</i> (35 th Ward)	West Cortland Street (north side) in the 3300 block, between North Kimball Avenue and North Spaulding Avenue -- at all times -- daily;
<i>DOHERTY</i> (41 st Ward)	West Strong Street (both sides) from North Harlem Avenue to North Neva Avenue -- at all times -- daily;
<i>STONE</i> (50 th Ward)	North Seeley Avenue (both sides) at 6600 -- 6759 -- 8:00 A.M. to 11:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH WAYNE AVENUE.

Alderman Matlak (32nd 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 Wayne Avenue (both sides) in the 2100 block -- 6:00 P.M. to 8:00 A.M. -- daily (Zone 143)" and inserting in lieu thereof: "North Wayne Avenue (both sides) in the 2100 block -- at all times -- daily (Zone 143)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE IN 2100
BLOCK OF WEST WELLINGTON 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: "West Wellington Avenue, in the 2100 block -- at all times -- daily (Zone 1231)" and inserting in lieu thereof: "West Wellington Avenue (south side only) in the 2100 block -- 7:00 P.M. to 7:00 A.M. -- daily (Zone 1231)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SERVICE DRIVE/DIAGONAL
PARKING ON PORTION OF NORTH
FRANCISCO AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to establish a service drive and permit diagonal parking on the west side of North Francisco Avenue, from West Irving Park Road to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF STANDING ZONES/TOW-AWAY
ZONES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish standing zones, with tow-away zones in effect after expiration of the limits indicated and require that vehicles have hazard lights activated while at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MATLAK (32 nd Ward)	North Clybourn Avenue, at 2206 -- 15 minute limit -- 10:00 A.M. to 8:00 P.M. -- daily; North Damen Avenue, at 2320 -- 15 minute limit -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
LAURINO (39 th Ward)	West Lawrence Avenue, at 3757 -- 10:00 A.M. to 8:00 A.M. -- Monday, Tuesday and Thursday through Saturday;
NATARUS (42 nd Ward)	East Ohio Street, at 212 -- 15 minute limit -- at all times -- daily;
SHILLER (46 th Ward)	North Magnolia Avenue, at 4600 (West Wilson Avenue) for a distance of 25 feet -- 9:00 A.M. to 9:00 P.M. -- daily; North Clark Street (east side) from West Hollywood Avenue to a point one parking space east thereof -- 15 minute limit -- 7:00 A.M. to 7:00 P.M. -- Tuesday through Sunday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
STANDING ZONE ON PORTION OF
NORTH LINCOLN AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established 15 minute standing zones and required that vehicles have hazard lights activated at the locations and times designated on portions of the public ways specified by striking: "North Lincoln Avenue (north side) at 2950 -- 15 minute limit -- 10:00 A.M. to 9:00 P.M. -- daily" and inserting in lieu thereof: "North Lincoln Avenue (north side) at 2950 -- 2954 , for a distance of two parking spaces -- 9:00 A.M. to 10:00 P.M. -- daily -- no parking loading zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
STANDING ZONE/TOW-AWAY ZONE ON PORTION
OF WEST PIERCE AVENUE.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which established 30 minute limit standing zones/tow-away zones and required that vehicles have hazard lights activated during specified hours on portions of designated streets by striking: "West Pierce Avenue, at 2001, for a distance of two parking spaces -- 30 minute limit -- standing zone/tow-away zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Pierce Avenue, at 2001, for a distance of four parking spaces -- 30 minute limit -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>STROGER</i> (8 th Ward)	East 75 th Street at South Constance Avenue -- "Two-Way Stop";
<i>L. THOMAS</i> (17 th Ward)	South Aberdeen Street, at 7508 -- "Parking Prohibited At All Times -- Handicapped"; South Laflin Street, at 7624 -- "Parking Prohibited At All Times -- Handicapped"; South May Street, at 7629 -- "Parking Prohibited At All Times -- Handicapped"; West 71 st Street, at 1818 -- "Disabled Loading Zone";
<i>TROUTMAN</i> (20 th Ward)	South Calumet Avenue, at 6311 (Dulles School) "No Parking -- School Zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday"; South Kimbark Avenue, in the 6200 -- 6500 blocks -- "Dog Nuisance Prohibited"; South Ingleside Avenue, at 6145 (Fiske School) "No Loitering";
<i>CHANDLER</i> (24 th Ward)	South Christiana Avenue, at West Roosevelt Road -- "No Trucks"; West Jackson Boulevard (eastbound) at South Kilpatrick Avenue -- "Stop";
<i>E. SMITH</i> (28 th Ward)	West West End Avenue, at North Pulaski Road -- "One-Way -- Do Not Enter";

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Alderman	Location, Distance And Time
<i>BANKS</i> (36 th Ward)	North Narragansett Avenue, at West Roscoe Street -- "Two-Way Stop";
<i>MITTS</i> (37 th Ward)	North Tripp Avenue, at 1425 (West Park Academy) 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>O'CONNOR</i> (40 th Ward)	West Hollywood Avenue, at North Maplewood Avenue -- "Stop";
<i>SHILLER</i> (46 th Ward)	North Clarendon Avenue and West Leland Avenue -- "Stop";
<i>STONE</i> (50 th Ward)	North Talman Avenue, at West Rosemont Avenue -- "Stop".

Referred -- CONSIDERATION FOR REMOVAL OF "PARKING
PROHIBITED AT ALL TIMES -- HANDICAPPED"
SIGNS AT SPECIFIED LOCATIONS.

Alderman L. Thomas (17th Ward) presented two proposed orders directing the Commissioner of Transportation to give consideration to the removal of the "Parking Prohibited At All Times -- Handicapped" signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Honore Street, at 7311 (Handicapped Parking Permit 10935); and
West 72nd Street, at 1271 (Handicapped Parking Permit 16788).

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented seven proposed ordinances amending Title 17 of the Municipal Code of Chicago (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 an RS3 Residential Single-Unit (Detached House) District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 5-I bounded by:

West Homer Street; a line 72 feet east of and parallel to North Campbell Avenue; a line 50 feet south of and parallel to West Homer Street; and North Campbell Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 7-L bounded by:

West Barry Avenue; North Laramie Avenue; West Nelson Street; and the public alley next west of and parallel to North Laramie Avenue.

BY ALDERMAN COLÓN (35th Ward):

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-I bounded by:

a line 91 feet south of and parallel to the public alley next south of and parallel to West Palmer Boulevard; North Whipple Street; a line 116 feet south of and parallel to the public alley next south of and parallel to West Palmer Boulevard; and the public alley next west of and parallel to North Whipple Street.

BY ALDERMAN NATARUS (42nd Ward):

To classify as Residential-Business Planned Development Number 368, as amended, instead of Residential-Business Planned Development Number 368 the area shown on Map Number 1-E bounded by:

a line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the centerline of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive; the centerline of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; and the alley next south of East Grand Avenue.

BY ALDERMAN M. SMITH (48th Ward):

To classify as a B3-3 Community Shopping District instead of a B3-5 Community Shopping District and an RM5 Residential Multi-Unit District the area shown on Map Number 13-G bounded by:

West Berwyn Avenue; the west boundary line of Lincoln Park; West Foster Avenue; and North Sheridan Road.

BY ALDERMAN MOORE (49th Ward):

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 17-G bounded by:

West Columbia Avenue; a line 267 feet west of and parallel to North Sheridan Road; the public alley next north of and parallel to West Columbia Avenue; a line 300 feet west of and parallel to North Sheridan Road; West Columbia Avenue; a line 247.3 feet west of and parallel to North Sheridan Road; the public alley next south of and parallel to West Columbia Avenue; and a line 50 feet east of and parallel to North Lakewood Avenue.

To classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 17-G bounded by:

West Columbia Avenue; the public alley next west of and parallel to North Sheridan Road; West North Shore Avenue; a line 100 feet east of and parallel to North Lakewood Avenue; the public alley next south of and parallel to West Columbia Avenue; and a line 247.3 feet west of and parallel to North Sheridan Road.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred fifty-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
<i>FLORES</i> (1 st Ward)	Artist Village Lofts Condominium Association;
	Garden Homes on Paulina Condominium Association;
	North 18 Condominium Association;
	1725 West North Avenue Homeowners Association;
<i>HAITHCOCK</i> (2 nd Ward)	Madison Manor 2 Condominium Association;
	Museum Park Lofts Condominium Association;
	Portico Townhome Condominium Association;
	Prairie Avenue Lofts Condominium Association;
	The Residences of 41 East 8 th Condominium Association;
	River City Condominium;
	7 South Aberdeen Condominium Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72235

Alderman

Claimant

TILLMAN (3rd Ward)

Aspen Burnham Condominium
Association;

PRECKWINKLE (4th Ward)

Cornell Village Townhouse
Association (3);

Ellington Manor Condominium II
Association;

Greenwood Court Condominium
Association;

Hearthstone Place Condominiums;

54th Street Condominium Association;

1325 -- 1335 East 52nd Street
Condominiums;

5125 South Greenwood Condominium
Association;

5200 Dorchester Condominium;

5223 -- 5225 South Dorchester
Condominium Association;

5435 -- 5437 South Woodlawn Avenue
Condominiums;

5454 -- 5460 Kimbark Cooperative
Building Association;

HAIRSTON (5th Ward)

Baltimore Condominium;

1700 East 56th Street Condominium
Association;

5458 -- 5460 Hyde Park Condominium
Association;

Alderman	Claimant
<i>BEAVERS</i> (7 th Ward)	33 Phillips Condominium Apartments; 7355 South Shore Drive Condominium Association;
<i>STROGER</i> (8 th Ward)	8220 -- 8226 South Jeffery Condominium Association;
<i>OLIVO</i> (13 th Ward)	Midway Condominium Association; Springfield Commons;
<i>RUGAI</i> (19 th Ward)	Mount Greenwood Condominium Association;
<i>TROUTMAN</i> (20 th Ward)	Tenant Association & Cooperative on Kimbark (2); Woodlawn Place Condominium;
<i>ZALEWSKI</i> (23 rd Ward)	6416 West 64 th Place Condominium Association; 6628 West 64 th Place Corporation (2);
<i>SOLIS</i> (25 th Ward)	The Townhomes of Vernon Park Place Condominium Association;
<i>OCASIO</i> (26 th Ward)	Cortland Drake Condominium Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72237

Alderman

Claimant

BURNETT (27th Ward)

City Club Homeowners Association;
Madison Street Townhouse Association;

MATLAK (32nd Ward)

Churchill Park Place;
Cinema Lofts Condominium Association;
West Armitage Place Condominium
Association (2);
Wrightwood Court Townhome
Association;
The 60657 Lofts Condominium
Association;

MELL (33rd Ward)

Leland Haus Condominium Association
(2);
Ravenswood Pointe Condominium
Association;

COLÓN (35th Ward)

Albany Terrace Condominium
Association;
Consulate Square Condominium
Association (3);
Palmer Park Condominium Association;
St. Wenceslaus Townhome Association
(3);

BANKS (36th Ward)

Roscoe Woods Condominium;

ALLEN (38th Ward)

Glenlake I Condominium Association (5);

Alderman

Claimant

Merrimac Square Condominium
Association III;

Ridgemoor Estates II Condominium
Association;

Ridgemoor West Condos;

3821 North Narragansett Condominium
Association;

LAURINO (39th Ward)

Cameron Court Condominium
Association;

Keystone Manor Condominium;

Lanai Courts Association;

Sauganash Village Homeowners
Association;

O'CONNOR (40th Ward)

Andersonville Townhomes;

Balmoral Court Townhomes;

5445 -- 5455 North California
Condominium Association;

DOHERTY (41st Ward)

Birch Tree Manor Condominium
Association II;

Edison Parker Condominium Association
Number 1;

Evelyn Lane Condominium Association
(2);

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72239

Alderman

Claimant

NATARUS (42nd Ward)

Anchor Lofts Condominium Association;

Bristol Condominium Association;

Carl Sandburg Condominium
Association Number 1 (2);

Carl Sandburg Village Association III;

Delaware Place Condominium
Association;

Gold Coast Galleria Condominium
Association;

Huron Pointe Condominium
Association;

Kinzie Park Tower Condominium
Association;

Kinzie Park Townhome Association;

The Lancaster Condominium
Association;

Marina Towers Condominium
Association;

Newberry Plaza Condominium
Association;

Park Newberry Condominium
Association;

Plaza 440 Condominium Association;

Private Residences at Ontario
Condominium Association;

River Bank Lofts Condominium
Association;

Alderman

Claimant

River North Commons Condominium
Association;

River Plaza Homeowners Association;

South River Park Condominium
Association;

State Tower Condominium Association;

Sterling Condominium Association;

Streeterville Center Condominium
Association;

Tuxedo Park Condominium Association;

30 East Elm Condominium Association;

50 East Bellevue Condominium
Association;

119 West Chestnut Condominium
Association;

132 East Delaware Place Condominium
Association;

152 West Huron Condominium
Association;

175 East Delaware Place Home Owners
Association;

212 West Washington Condominium
Association;

247 East Chestnut Condominium
Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72241

Alderman

Claimant

315 -- 321 North Jefferson Condominium
(3);

330 North Clinton Condominium
Association (4);

333 North Jefferson Building (3);

400 East Ohio Condominium
Association;

420 West Ontario Condominium
Association;

433 North Wells Street Condominium
Association;

550 West Fulton Condominium
Association (2);

560 West Fulton Condominium (3);

850 DeWitt Place Condominium
Association;

879 -- 881 North LaSalle Condominium
Association;

1000 Condominium Association (2);

1340 North Dearborn Condominium
Association;

1450 North Dearborn Condominium
Association;

DALEY (43rd Ward)

Belgravia Terrace Condominium
Association;

Bissell Commons Condominium
Association;

Alderman

Claimant

Burton Place Condominium Association;

Carl Street Studios Condominium
Association;

Clewbay Condominium Association;

Condominiums of Old Town Square II;

Dickens Pointe Condominium
Association;

Eugenie/Wells Condominium
Association;

Hampden Court Condominium
Association;

Hedman Lofts;

Larrabee Terrace Condominium
Association;

Michael's Terrace;

Mohawk Square Condominium
Association;

One East Scott Condominium
Association;

Orchard Court Condominium
Association;

Ritchie Court Private Residences;

Soda Pop Factory Condominium
Association;

Webster Park Condominium
Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72243

Alderman

Claimant

437 West North Avenue Condominium
Association;

549 -- 551 West Belden Condominium
Association;

1235 -- 1245 North Astor Street
Corporation;

1335 Astor Cooperative Building Inc.;

1500 Lake Shore Drive Building
Corporation;

1550 Condominium Association;

1725 -- 1727 North Mohawk
Condominium Association;

2120 Lincoln Park West Condominium
Association;

2340 North Lincoln Park West
Condominium;

2650 Lakeview Condominium
Association;

2736 North Hampden Court
Condominium Association;

TUNNEY (44th Ward)

Barry-More Condominium Association;

Gracewood Condominium Association;

Newport Court Townhouse
Condominium Association;

Newport Place Rowhouses Association;

Alderman

Claimant

1000 West Diversey Loftominium
Association;

1133 Cornelia Lofts Condominium
Association;

3805 North Wayne Condominium
Association;

LEVAR (45th Ward)

Jefferson Courte Condominium
Association;

Menard Manor Condominium
Association;

Mr. John Radowski;

SHILLER (46th Ward)

The Boardwalk Condominium
Association;

Buena Terrace Condominium
Association;

Grace Fremont Condominium
Association;

Lakeside Court Condominium
Association;

Leland Heights Condominium
Association;

Magnolia Court Condominium
Association;

Pine Grove Manor Condominium
Association;

Sunnycourt I Condominium Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72245

Alderman

Claimant

Terrace View Condominium Association;

Victoria Terrace Condominium
Association;

663 West Grace Street Condominium
Association;

722 -- 728 West Addison Condominium
Association;

3550 Condominium Association;

3730 -- 3740 Lake Shore Drive
Condominium Association;

3825 Pine Grove Condominium
Association;

4310 -- 4322 North Clarendon
Condominium Association;

4620 Beacon Condominium Association;

4626 North Kenmore Condominium
Association;

SCHULTER (47th Ward)

Addison Square Condominium
Association;

Ainslie Manor Condominium
Association;

Campanile Condominium Association;

Larchmont Lofts Condominium
Association;

The Paulina Condominium Association;

Alderman

Claimant

M. SMITH (48th Ward)

4408 -- 4410 North Hermitage
Condominium Association;

4650 North Hermitage Condominium
Association;

Anderson Glen Condominium
Association;

Balmoral-Kenmore Condominium
Association;

Elmdale Commons Condominium
Association;

Granville Condominium Association;

Hollywood Towers Condominium
Association;

Margate Terrace Condominium
Association (2);

Park Tower Condominium
Association;

Princeton House Condominium;

Rowhouses Lakewood Balmoral
Association;

Seville Townhomes Association;

Statesman Condominium
Association;

Tiara Homeowners Condominium
Association;

Villa Bonita Condominium Association;

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72247

Alderman

Claimant

Winona Walk Condominium Association;

Winthrop Court Condominiums;

5053 -- 5055 North Sheridan Road
Condominium Association;

6118 Sheridan Road Condominium
Association;

MOORE (49th Ward)

Chase on the Lake Condominium;

Chase Place Condominium Association;

Columbia Estates;

Farwell Beach Condominium
Association;

Farwell Estates Condominium
Association;

Greenleaf Apartment Building
Corporation;

Greenleaf Beach Condominium
Association;

Jonquil Terrace Condominium;

Juneway Building Corporation;

Lunt Lane Condominium Association;

Ridge Estates Condominium;

Seeley of East Ridge Condominium
Association;

Sherwin on the Lake Condominium
Association;

Valencia Condominium Association;

Alderman

Claimant

Wayne Way;
West Ridge Condominium Association;
1325 West Birchwood Condominium
Association;
1368 -- 1376 Greenleaf Building;
1404 -- 1410 West Jonquil Terrace
Condominium;
1517 -- 1519 West Lunt Condominiums;
1526 -- 1528 West Chase
Condominiums;
1527 -- 1531 West Sherwin
Condominium Association;
1810 -- 1824 West Chase Condominium;
6619 North Sheridan Road
Condominium Association;
7200 North Ridge Condominium
Association;

STONE (50th Ward)

Albany Association;
Bellmore South Condominium
Association;
Mr. Yisroel Daitchman;
New Ridge Village Condominiums;
Park Gardens Condominium
Association;
Sherwood Castle Condominium
Association;
6040 North Troy 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 -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Nine proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Alliance Bakery -- 1736 West Division Street;

Fat Willy's Rib Shack -- 2416 West Schubert Avenue;

Janik's Subs Inc. -- 2011 West Division Street;

Mac's American Food -- 1801 West Division Street;

Mick's -- 2159 West Chicago Avenue;

Papa Jin -- 1551 North Milwaukee Avenue;

Salud Tequila Lounge -- 1471 North Milwaukee Avenue;

Starbucks Coffee Number 2636 -- 1701 West Division Street; and

Touch of Sushi Japanese Restaurant -- 2015 West Division Street.

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:

The Car Depot -- 1353 North Western Avenue; and

Platinum Motor Sales, Inc. -- 1651 North Western Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO DE SIGN GROUP SIGNAGE TO INSTALL SIGNS/
SIGNBOARDS AT 1717 -- 1721 NORTH
ASHLAND AVENUE.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to DeSign Group Signage to install two signs/signboards at 1717 -- 1721 North Ashland Avenue, which were *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1638 NORTH LEAVITT STREET.

Also, a proposed order authorizing the Director of Revenue to grant permission to Mr. Miguel Guajardo to park his pickup truck and/or van at 1638 North Leavitt Street, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2444 WEST DIVERSEY AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to The Art of Sports to construct, maintain and use one canopy to be attached or attached to the building or structure at 2444 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

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:

Commonwealth Edison Co. -- to maintain and use two light fixtures adjacent to 2557 West Congress Parkway;

Eleven City Diner -- to construct, install, maintain and use a revolving door adjacent to 1112 South Wabash Avenue;

Rush University Medical Center -- to maintain and use one structural metal canopy adjacent to 1717 West Congress Parkway;

SP/SSR Michigan Avenue, L.L.C. -- to construct, install, maintain and use one structural metal canopy adjacent to 1212 South Michigan Avenue; and

1000 West Van Buren, L.L.C. -- to construct, install, maintain and use three planters adjacent to 336 South Morgan Street.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, nine proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cosi -- 230 West Monroe Street;

Fruit Factory Inc. -- 175 West Jackson Boulevard;

Hackney's Printers' Row -- 731 -- 733 South Dearborn Street;

Kasey's Tavern -- 701 South Dearborn Street;

Poag Mahone's -- 175 West Jackson Boulevard;

Qdoba Mexica Grill -- 175 West Jackson Boulevard;

Standing Room Only Chicago -- 610 South Dearborn Street;

Tutto Italiano -- 501 South Wells Street; and

175 Sopraffina Market Caffè L.L.C. -- 175 West Jackson Boulevard.

*Referred -- EXEMPTION OF KING AUTO REPAIR FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
2421 SOUTH WABASH AVENUE.*

Also, a proposed ordinance to exempt King Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2421 South Wabash 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 ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, five 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 and Lighting -- 711 West Jackson Boulevard (measuring 109 square feet);

Midwest Sign and Lighting -- 711 West Jackson Boulevard (measuring 125 square feet -- north elevation);

Midwest Sign and Lighting -- 711 West Jackson Boulevard (measuring 125 square feet -- west elevation);

Sure Light Service Co. -- 222 South Riverside Avenue (facing north); and

Sure Light Service Co. -- 222 South Riverside Avenue (facing south).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Business Affairs and Licensing 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:

FedEx Kinko's Office & Print Services Number 1044 -- for two canopies at 700 South Wabash Avenue;

JPMorgan Chase Bank, N.A. -- for two canopies at 850 South Wabash Avenue;

Roosevelt Square/Limited Partnership -- for one canopy at 1218 West Taylor Street; and

RS Retail, L.L.C. -- for one canopy at 1220 West Taylor Street.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- EXEMPTION OF HANSBERRY SQUARE (ROBERT TAYLOR A-1) FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Twenty-four proposed ordinances to exempt Hansberry Square (Robert Taylor A-1) 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:

4002 -- 4014 South Dearborn Street;
4017 -- 4019 South Dearborn Street;
4020 -- 4030 South Dearborn Street;
4021 -- 4027 South Dearborn Street;
4031 South Dearborn Street;
4033 -- 4035 South Dearborn Street;
4001 -- 4007 South Federal Street;
4006 -- 4008 South Federal Street;
4010 -- 4014 South Federal Street;
4016 -- 4028 South Federal Street;
4023 -- 4029 South Federal Street;
4046 South Federal Street;
4048 -- 4052 South Federal Street;
4101 -- 4115 South Federal Street;

32 -- 34 West Root Street;
36 -- 38 West Root Street;
42 -- 46 West Root Street;
48 -- 50 West Root Street;
4018 -- 4020 South State Street;
4022 -- 4024 South State Street;
4030 -- 4032 South State Street;
4036 South State Street;
30 -- 42 West 40th Place; and
31 -- 41 West 40th Place.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF KEANEY CONSTRUCTION COMPANY
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 637 EAST 47TH STREET.

A proposed ordinance to exempt Keaney Construction Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 637 East 47th 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 ISSUANCE OF FOOD VENDOR AND
ITINERANT MERCHANT LICENSES, FREE OF CHARGE, TO
PARTICIPANTS IN AFRICAN/CARIBBEAN
INTERNATIONAL FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to issue Food Vendor and Itinerant Merchant Licenses, free of charge, to participants in the African/Caribbean International Festival to be held at East 55th Street and South Cottage Grove Avenue in Washington Park for the period extending June 30 through July 4, 2006, during the hours of 10:00 A.M. to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN LYLE (6th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FEES FOR
CONDUCT OF SIXTH WARD BIKEATHON.

A proposed order authorizing the Commissioner of Transportation to waive all fees for the conduct of the 6th Ward Bikeathon to be assembled in Meyering Park and proceed south along portions of South Dr. Martin Luther King, Jr. Drive and East 90th Street to Tuley Park, on June 3, 2006, during the hours of 8:00 A.M. to 2:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- REPRESENTATIVES FROM DEPARTMENT OF FIRE
AND OFFICE OF EMERGENCY MANAGEMENT AND
COMMUNICATIONS URGED TO TESTIFY
ON OVERTIME SPENDING.

Two proposed resolutions calling upon the representatives from the Chicago Fire

Department and the Office of Emergency Management and Communications to testify on overtime spending within their respective departments, which were *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN STROGER (8th Ward):

Referred -- EXEMPTION OF SOUTH SHORE HOSPITAL FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing South Shore 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 8012 South Crandon Avenue for a one year period not to exceed April 1, 2007, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BEALE (9th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 17, CHAPTER 2 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY
ADDITION OF NEW SECTION 0403 TO FURTHER
REGULATE CONSTRUCTION OF BUILDINGS
WITHIN RESIDENTIAL DISTRICTS.

A proposed ordinance, presented by Aldermen Beale, Hairston, Lyle, Beavers and Stroger, to amend Title 17, Chapter 2 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) by the addition of new Section 0403 which would require a special use permit for any new residential building in R districts whose construction type differs from the type predominantly existing in the same block, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN POPE (10th Ward):

*Referred -- GRANT OF PRIVILEGE TO SIERRA AUTO GROUP, INC.
TO MAINTAIN AND USE SIGNS ADJACENT TO
8516 SOUTH COMMERCIAL AVENUE.*

A proposed ordinance to grant permission and authority to Sierra Auto Group, Inc. to maintain and use two illuminated signs adjacent to 8516 South Commercial Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- STANDARDIZATION OF PORTION OF EAST 134TH
STREET AS "BOY SCOUT DRIVE".*

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of East 134th Street, from South Avenue O to the Illinois-Indiana State border, as "Boy Scout Drive", which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 10520 SOUTH AVENUE L.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Maximiliano Luna to park his pickup truck and/or van at 10520 South Avenue L, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing 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:

Capri Pizza -- for eight canopies at 8820 South Commercial Avenue;

First States Investors 4406, L.L.C. -- for seven canopies at 9206 -- 9214 South Commercial Avenue; and

Parks Place -- for one canopy at 3006 East 88th Street.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bridgeport Coffee House Inc. -- 3101 South Morgan Street;

Jimbo's -- 3258 South Princeton Avenue; and

Pancho Pistolas Mexican Restaurant -- 700 West 31st Street.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
PUBLIC WAYS FOR CONDUCT OF 2006 BRIGHTON
KELLY OPENING DAY PARADE.*

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Paul Rutherford/Brighton Kelly Baseball to close to traffic portions of South Archer Avenue, South Sacramento Avenue, South California Avenue and Brighton Kelly Park for the 2006 Brighton Kelly Opening Day Parade on April 22, 2006, during the hours of 9:30 A.M. to 11:00 A.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. Rodrigo J. Castro -- 2347 South Sacramento Avenue; and

Mr. Eduardo Gil -- 2837 West 25th Place.

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2640 WEST 47TH STREET.*

Also, a proposed order authorizing the Director of Business Affairs and Licensing

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to issue a permit to Miramar Travel Service Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 2640 West 47th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, IN
CONJUNCTION WITH QUEEN OF THE
UNIVERSE ANNUAL FESTIVAL.

A proposed ordinance authorizing the Directors of Revenue and Construction and Permits, 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 Queen of the Universe for its annual festival to be held at 7114 South Hamlin Avenue for the period extending August 31 through September 3, 2006, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL
EVENT RAFFLE LICENSE FEE FOR QUEEN OF
THE UNIVERSE ANNUAL RAFFLE.

Also, a proposed order authorizing the Director of Revenue to waive the special event Raffle License fee in the amount of \$100.00 for the Queen of the Universe annual raffle, which was *Referred to the Committee on Finance.*

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, eighteen 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. Daniel T. Burns -- 3904 West 61st Place;

Mr. Enrique Campa -- 3336 West 61st Place;

Mr. Jose R. Collazo -- 7114 South Avers Avenue (Truck Number 1);

Mr. Jose R. Collazo -- 7114 South Avers Avenue (Truck Number 2);

Ms. Guadalupe Cruz -- 7137 South Hamlin Avenue;

Mr. Gavril Dumitras -- 7158 South Harding Avenue;

Mr. Antonio Escalante -- 3621 West 61st Place;

Mr. Hector Flores -- 3813 West 65th Place;

Mr. Fidel Gonzalez -- 3707 West 70th Street;

Ms. Alicia Hurtado -- 3800 West 68th Street;

Mr. Maurice C. Jordan -- 3733 West 66th Street;

Mr. Eulogio Lara -- 3834 West 67th Place;

Mr. Jose Moreno -- 3929 West 61st Street;

Mr. Jose M. Ortega -- 3844 West 60th Street;

Mr. Jorge R. Padilla -- 3815 West 61st Place;

Mr. Sergio Rodriguez -- 6331 South Keeler Avenue;

Mr. Nolberto Silva -- 3835 West 63rd Place; and

Mr. Joseph Trendle -- 3925 West 65th Street.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF
CHICAGO BY CREATION OF NEW CHAPTER 214
TO REGULATE GIFT CERTIFICATES/CARDS.

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by the creation of new Chapter 214 which would prohibit beginning January 1, 2007 the sale of gift certificates/cards with expiration dates or are subject to a post-purchase fee, and require certain gift certificates that are subject to a fee and issued prior to January 1, 2007 to contain a statement indicating a post-purchase fee, if any, the frequency and circumstances how and when it will be charged, and the gift certificate expiration date, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 350
TO REQUIRE USED CAR DEALERS TO DISCLOSE
VEHICLE ACCIDENT HISTORY.

Also, a proposed ordinance to amend Title 4, Chapter 4 of the Municipal Code of Chicago by the addition of new Section 350 which would require any person holding a license to own or operate a business engaged in buying, selling or exchanging used motor vehicles to provide prospective buyers with a written vehicle accident history known to him/her but not included in the title history reports, and to disclose information of the states that do not contribute vehicle history to independent vendors the car dealership uses and further, impose fines and/or penalty resulting in suspension or revocation of the license for violations thereof, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 7 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 33
ENTITLED "FIRE SAFETY STANDARDS
FOR CIGARETTES".

Also, a proposed ordinance to amend Title 7 of the Municipal Code of Chicago by the addition of new Chapter 33 entitled "Fire Safety Standards for Cigarettes" which would authorize the Bureau of Fire Prevention to promulgate on or before January 1, 2007, fire safety standards requiring cigarettes sold or offered for sale within the city to be self-extinguishing or meet certain performance standards that limit the risk of igniting upholstered furniture, mattresses or other household furnishings and further, establish provisions for implementation and enforcement of such standards and penalty for violations thereof, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 7, CHAPTER 12, SECTION 290
OF MUNICIPAL CODE OF CHICAGO TO FURTHER
PROHIBIT CRUELTY TO ANIMALS.

Also, a proposed ordinance to amend Title 7, Chapter 2, Section 290 of the Municipal Code of Chicago by the addition of new subsection (I) which would, for the purpose of animal confinement, disallow any person to tether, fasten, chain, tie, restrain an animal, or cause it to be fastened, chained, tied or restrained to houses, trees, fences, garages or other stationary objects by means of a rope, chain, strap or other physical restraining method for more than two hours, which was *Referred to the Committee on Police and Fire*.

Referred -- GRANT OF PRIVILEGE TO CHICAGO'S ORIGINAL
MAXWELL STREET TO MAINTAIN AND USE
SIGNS ADJACENT TO 5304 SOUTH
WESTERN AVENUE.

Also, a proposed ordinance to grant permission and authority to Chicago's Original Maxwell Street to maintain and use two signs adjacent to 5304 South Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN HAIRSTON (5th Ward):**

Referred -- AMENDMENT OF TITLE 7, CHAPTER 40 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 091
AND 395 TO REGULATE SALE OF CASE-READY
MEAT OR MEAT PRODUCTS.

A proposed ordinance to amend Title 7, Chapter 40 of the Municipal Code of Chicago by the addition of new Sections 091 and 395 which would prohibit any person, dealer or manufacturer of meat-food products from selling, purchasing, accepting, holding or storing within the city any case-ready meat that has undergone a "modified atmosphere packaging" procedure using carbon monoxide, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN OCASIO (26th Ward):**

Referred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW CHAPTER 173 TO
RESTRICT DISCLOSURE OF AND CONDITIONING
BENEFITS AND SERVICES ON INDIVIDUAL'S
CITIZENSHIP AND RESIDENCY STATUS.

A proposed ordinance to amend Title 2 of the Municipal Code of Chicago by the addition of new Chapter 173 which would disallow any agency or agent of the City of Chicago to request information about, investigate or assist in the investigation of, or condition the provision of City benefits, opportunities and services to an individual based on his/her citizenship or residency status, unless required by Illinois State statute, federal regulation or court decision and further, disclose said information unless required by a legal process or authorized and consented to in writing by such person or his/her parent or guardian, which was *Referred to a Joint Committee comprised of the members of the Committee on Human Relations and the members of the Committee on Finance*.

Presented By

ALDERMAN T. THOMAS (15th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

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. Francisco Maynez -- 3323 West 66th Street; and

Mr. Roy Swan -- 6557 South Winchester Avenue.

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

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. Delmar Bush -- 7038 South Bell Avenue; and

Mr. Clemmie L. Harris -- 7036 South Bell Avenue.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- GRANT OF PRIVILEGE TO PAUL MARK LAND ACQUISITION TO CONSTRUCT, INSTALL, MAINTAIN AND USE LIGHT FIXTURES ADJACENT TO 10720 -- 10728 SOUTH WESTERN AVENUE.

A proposed ordinance to grant permission and authority to Paul Mark Land Acquisition to construct, install, maintain and use ten light fixtures adjacent to 10720 -- 10728 South Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT PERMITS AND LICENSES, FREE OF CHARGE, IN CONJUNCTION WITH VARIOUS EVENTS.

Also, six proposed orders authorizing the Director of Revenue and the Commissioners of Buildings, Transportation and Streets and Sanitation to issue all necessary special event permits and licenses, free of charge, in conjunction with the events noted, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Beverly Area Planning Association's Ridge Run -- to be held at 9625 South Longwood Drive on May 29, 2006;

Beverly Art Center's Art Fair -- to be held at 2407 West 111th Street on July 16 and 17, 2006;

Little Company of Mary's Beverly Mothers' Day Walk Against Breast Cancer -- to be held at 9625 South Longwood Drive on May 14, 2006;

Saint John Fisher's Fisherfest -- to be held at 10234 South Washtenaw Avenue on September 15, 16 and 17, 2006;

Triedstone Church's Fun Fest -- to be held at 1415 West 104th Place on August 26, 2006; and

Y-Me's Softball Tournament -- to be held at 3601 West 111th Street on August 26 and 27, 2006.

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO W2005 CNK REALTY L.L.C. TO
CONSTRUCT, INSTALL, MAINTAIN AND USE SIGN
ADJACENT TO 301 WEST 83RD STREET.

A proposed ordinance to amend an ordinance passed by the City Council on February 8, 2006 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, pages 70200 and 70202, which authorized a grant of privilege to W2005 CNK Realty L.L.C. to construct, install, maintain and use one sign adjacent to 301 West 83rd Street, by changing the applicant's name from "W2005 CNK Realty L.L.C." to "W2005 CMK Realty L.L.C.", 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.

Four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Jose Fernandez -- 2535 South Ridgeway Avenue;

Mr. Salvador Garcia -- 3149 South Ridgeway Avenue;

Mr. Brigido Hernandez -- 3015 South Kedvale Avenue; and

Mr. Salvador Silva -- 2732 South Christiana Avenue.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT PERMITS AND LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN AND APPLICANTS FOR SPECIFIED EVENTS.

Two proposed ordinances authorizing the Director of Revenue and the Commissioners of Buildings, Streets and Sanitation, Water, Sewers and Fire to issue all necessary special event permits and licenses, free of charge, to applicants for and participants in the events noted, which were *Referred to the Committee on Finance*, as follows:

Saint Daniel the Prophet's Annual Summerfest -- to be held at 5337 South Natoma Avenue for the period extending August 17 through August 20, 2006; and

Saint Richard Parish's Family Festival -- to be held at 5030 South Kostner Avenue for the period extending August 3 through August 6, 2006.

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. Gerardo Esparza -- 5314 South Avers Avenue; and

Mr. Rodolfo Vargas -- 5411 South Luna Avenue.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, IN
CONJUNCTION WITH ALIVIO Y SALUD
RUN FOR HEALTH.

A proposed ordinance authorizing the Director of Revenue, the Executive Director of Construction and Permits and the Commissioners of Buildings, Transportation, Streets and Sanitation, Water Management and Fire to issue all necessary special event permits and licenses, free of charge, to Chicago Special Events Management (Alivio Medical Center) for the conduct of Alivio Y Salud Run for Health on portion of West 18th Street, between South Wolcott Avenue and South Damen Avenue on May 21, 2006, during the hours of 4:00 A.M. to 1:00 P.M., which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO IL VICINATO INC. TO
CONSTRUCT, INSTALL, MAINTAIN AND USE PARK
BENCH AND PLANTERS ADJACENT TO
2435 SOUTH WESTERN AVENUE.

Also, two proposed ordinances to grant permission and authority to Il Vicinato Inc. to construct, install, maintain and use one park bench and two planters adjacent to 2435 South Western Avenue, which were *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO JUNIOR'S
SPORTS LOUNGE FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Junior's Sports Lounge to maintain and use a portion of the public way adjacent to 724 West Maxwell Street for the operation of a sidewalk cafe, 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 Business Affairs and Licensing 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:

C B Guadalupano -- for three canopies at 1550 West 18th Street;

Il Vicinato Inc. -- for one canopy at 2435 South Western Avenue; and

Mr. Salvador Torres -- for one canopy at 1836 South Ashland Avenue.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF LATIN UNITED COMMUNITY
HOUSING ASSOCIATION FROM CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Latin United Community Housing Association with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at various locations for a one year period not to exceed December 31, 2006, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO EL PACIFICO, INC.
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to El Pacifico, Inc. to maintain and use a portion of the public way adjacent to 3534 West Fullerton Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTY AT
2256 NORTH KEDZIE BOULEVARD.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 2256 North Kedzie Boulevard for renovation and rehabilitation of a single-family house and construction of rear addition thereto, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- REPRESENTATIVES FROM LOYOLA UNIVERSITY CENTER
FOR URBAN RESEARCH AND LEARNING URGED TO TESTIFY
ON RESULTS OF GENTRIFICATION STUDY.

Also, a proposed resolution urging representatives from the Center for Urban Research and Learning of the Loyola University to testify on the results of the center's study on gentrification within Chicago communities and its impact on the City's social, cultural, ethnic and economic composition, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN BURNETT (27th Ward):

Rules Suspended -- CONGRATULATIONS EXTENDED TO MS. PEGGY
WISE AND SUZUKI-ORFF SCHOOL FOR YOUNG MUSICIANS
ON TWENTY-FIFTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, It is traditionally thought that music is the universal language, crossing ethnic, economic and cultural lines when no other method succeeds in doing so; and

WHEREAS, Music educator Peggy Wise recognized the value of music and pioneered musical education that exceeded beyond traditional boundaries and brought academics into the equation as a way to reach children and enhance their learning process; and

WHEREAS, To accomplish her goals, Peggy Wise founded the Suzuki-Orff School for Young Musicians in 1981 and began what was to become a nationally recognized academy that trained young artists in two distinct but complementary music philosophies, the Suzuki Talent Education and the Orff-Schalwerk Methods; and

WHEREAS, Through the years educator Peggy Wise has expanded her vision and created other programs that aim to provide an all inclusive education including the "Baby Steps" early childhood program in 1994 and in 1996, Ms. Wise established the "Clap, Sing and Read" program for the Chicago Public Schools; and

WHEREAS, Peggy Wise has positively impacted an untold number of families throughout these twenty-five years, and celebrates this silver anniversary, having had immeasurable influence on the future of countless children through musical education; and

WHEREAS, As colleagues, friends and admirers gather to commemorate this auspicious occasion, it is fitting that tribute be paid to this visionary educator, Peggy Wise; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of March, 2006, do hereby offer our heartiest congratulations to Peggy Wise as she celebrates the twenty-fifth anniversary of the Suzuki-Orff School for Young Musicians; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Peggy Wise.

Alderman Burnett moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Burnett, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

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:

Richard's Bar -- to maintain and use one illuminated sign adjacent to 491 North Milwaukee Avenue; and

123 North Sangamon, L.L.C. -- to construct, install, maintain and use thirty balconies adjacent to 123 North Sangamon Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Flat Top Grill -- 319 West North Avenue;

Fresh Choice -- 1534 North Wells Street;

O'Briens Restaurant & Bar -- 1528 North Wells Street; and
West Town Tavern -- 1329 West Chicago Avenue.

Referred -- EXEMPTION OF ALAMB KURRY C.H.A. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, eighteen proposed ordinances to exempt Alamb Kurry C.H.A. 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:

- 1807 -- 1813 West Lake Street;
- 1847 -- 1853 West Lake Street;
- 1807 -- 1813 West Maypole Avenue;
- 1814 -- 1818 West Maypole Avenue;
- 1817 -- 1821 West Maypole Avenue;
- 1826 -- 1832 West Maypole Avenue;
- 1837 -- 1841 West Maypole Avenue;
- 1840 -- 1844 West Maypole Avenue;
- 1843 -- 1849 West Maypole Avenue;
- 1804 West Washington Boulevard;
- 1820 -- 1826 West Washington Boulevard;

1830 --1836 West Washington Boulevard;
1854 West Washington Boulevard/107 North Wolcott Avenue;
121 North Wolcott Avenue;
155 North Wolcott Avenue;
110 North Wood Street;
122 North Wood Street; and
156 North Wood Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, six proposed orders authorizing the Director of Business Affairs and Licensing 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:

The Fudge Pot -- for one canopy at 1532 North Wells Street;
MJ Flaming -- for one canopy at 903 North Halsted Street;
Richard's Bar -- for one canopy at 725 West Grand Avenue;
Richard's Bar -- for one canopy at 491 North Milwaukee Avenue;
River West Healthy Eatery -- for one canopy at 770 North Halsted Street; and
687 -- 689 North Milwaukee, L.L.C. -- for two canopies at 689 North Milwaukee Avenue.

Presented By

ALDERMAN E. SMITH (28th Ward):

Rules Suspended -- CONGRATULATIONS EXTENDED TO MR. SHANI DAVIS ON WINNING GOLD MEDAL IN SPEED SKATING AT 2006 WINTER OLYMPICS.

A proposed resolution reading as follows:

WHEREAS, Chicago native and speed skating 2006 Olympic gold medalist Shani Davis has made history by becoming the first African-American athlete to win an individual gold medal at the Olympic games; and

WHEREAS, Shani Davis was born on the south side of this city on August 13, 1982. When he was two years old, his mother, Cherie Davis, wanted to find an outlet for her very active son so both of them started taking roller skating lessons. However, he soon grew tired of learning tricks on roller skates and just wanted to go fast. When he was six years old, his mother's employer, attorney Fred Benjamin who was on the United States Speed Skating board of directors, suggested that she enroll her son for lessons at the suburban Evanston Speed Skating Club where they had an African-American instructor; and

WHEREAS, When Shani Davis was sixteen years old, he went to Lake Placid, New York to train in the United States speed skating development program. In 1999, he became the first male United States skater to make senior-level World Teams in both long and short track speed skating teams, a feat he also accomplished in 2000, 2001 and 2002. He was part of the United States Olympic team in the 2002 Winter Olympics. In 2004 and 2005, he made the United States short track and long track world championship teams; and

WHEREAS, At speed skating's World All-Around Championships, Shani Davis won a silver medal in 2004 and a gold medal in 2005, setting a world record in the 1,500 meter race; and

WHEREAS, In the recently concluded 2006 Winter Olympics, Davis won gold in the 1,000 meter race and was the only skater to record a time below one minute and nine seconds; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has apprised this august body of the exemplary accomplishments of Chicago's Olympian, Shani Davis; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of March, 2006 A.D., do hereby salute Shani Davis for his speed skating prowess and express our sincere admiration for this outstanding Olympic champion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Shani Davis.

Alderman E. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman E. Smith, seconded by Aldermen Preckwinkle, Mitts and Balcer, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTION OF NORTH SPAULDING AVENUE BETWEEN WEST
FRANKLIN BOULEVARD AND WEST KINZIE STREET.

Also, a proposed ordinance authorizing to close to vehicular traffic a portion of North Spaulding Avenue, between West Franklin Boulevard and West Kinzie Street, for development and landscaping purposes in connection with the New Westinghouse High School project, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR VACATION OF PORTION OF NORTH SAWYER AVENUE AND PORTIONS OF SPECIFIED PUBLIC ALLEYS IN AREA BOUNDED BY WEST FRANKLIN BOULEVARD, NORTH KEDZIE AVENUE, WEST KINZIE STREET AND NORTH SPAULDING AVENUE.

Also, a proposed ordinance authorizing the vacation of a portion of North Sawyer Avenue and portions of various public alleys in the area bounded by West Franklin Boulevard, North Kedzie Avenue, West Kinzie Street and North Spaulding Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2544 -- 2548 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Midwest Sign & Lighting Inc. to install a sign/signboard at 2544 -- 2548 West Cermak Road, which was *Referred to the Committee on Buildings*.

Referred -- GRATITUDE EXTENDED TO SCHOOL HEALTH CENTERS FOR PROVIDING COMPREHENSIVE HEALTH CARE FOR CHILDREN, AND MARCH 2006 RECOGNIZED AS "FOURTH ANNUAL ILLINOIS SCHOOL HEALTH CENTER AWARENESS MONTH".

Also, a proposed resolution extending gratitude to twenty-three school health centers for providing comprehensive health care for children located in various

communities such as East Garfield Park, North Lawndale, South Lawndale, Humboldt Park, Austin, West Town, Lower West Side, Englewood, Avalon Park and Riverdale, and recognizing the month of March, 2006 as "4th Annual Illinois School Health Center Awareness Month", which was *Referred to the Committee on Health.*

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXEMPTION OF MR. BAUDELIO SOTO/SOTO SHOP
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 6119 WEST GRAND AVENUE.

A proposed ordinance to exempt Baudelio Soto/Soto Shop from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6119 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.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1315 NORTH MASSASOIT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Gary A. Luke to park his pickup truck and/or van at 1315 North Massasoit Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF ONWARD NEIGHBORHOOD HOUSE FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
5423 -- 5431 WEST DIVERSEY AVENUE.

A proposed ordinance to exempt Onward Neighborhood House from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5423 -- 5431 West Diversey 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 ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 3800 NORTH PULASKI ROAD.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to City Smiles to construct, maintain and use four canopies to be attached or attached to the building or structure at 3800 North Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SUAREZ (31st Ward):

Rules Suspended -- CONGRATULATIONS EXTENDED
TO MR. CARY KALANT ON RETIREMENT
FROM CAREER IN PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Cary Kalant, a dynamic employee of the City of Chicago Department of Finance and Department of General Services, has retired following an outstanding public service career of thirty years. He began his employment with the City in 1975, and retired, February 28, 2006; and

WHEREAS, During and after working toward his B.S. in Business Administration/Finance, Cary Kalant served his country ably and honorably in the Army national guard and then began as a tax examiner of the City of Chicago Department of Finance, a position he held until 1980; and

WHEREAS, Cary Kalant held various positions in the Finance Department, including acting assistant comptroller of real estate in 1988. He moved over to the Department of General Services in 1989, serving as supervisor of leasing and land sales from 1989 to 2004. He had also been the department's representative before the City Council Committee on Housing and Real Estate, and at the time of his retirement he was real estate portfolio manager; and

WHEREAS, In all the positions he has held in City government, Cary Kalant has shown great foresight and dedication, and his work has been of the highest standard of public service. In retirement, he will hopefully have more quality time with his sons, George and Dean, and with his keen interest in his ethnic heritage. He is a devout member of Saints Peter and Paul Greek Orthodox Church and highly active in the Athens Sister City Committee; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of March, 2006 A.D., do hereby express our gratitude and heartiest congratulations to Cary Kalant on the occasion of his retirement from three decades of outstanding service to the people of the City of Chicago, and we extend to this fine citizen our very best wishes for a happy and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cary Kalant.

Alderman Suarez moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Suarez, seconded by Aldermen Preckwinkle, E. Smith, Carothers, Reboyras, Laurino, Natarus, Levar and Stone, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO DUBIN RESIDENTIAL
COMMUNITIES CORP. TO CONSTRUCT, INSTALL,
MAINTAIN AND USE BALCONIES ADJACENT
TO 3963 WEST BELMONT AVENUE.

Also, a proposed ordinance to grant permission and authority to Dubin Residential Communities Corp. to construct, install, maintain and use twelve balconies adjacent to 3963 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4249 WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Ad Deluxe Sign Co. to install a sign/signboard at 4249 West Diversey Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MATLAK (32nd 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:

General Iron Industries Inc. -- to construct, install, maintain and use a metal staircase adjacent to 1909 North Clifton Avenue; and

Pagoda Red -- to maintain and use one door facade/threshold adjacent to 1714 North Damen Avenue.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, thirteen proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Augie's -- 1721 West Wrightwood Avenue;

Caffe De Luca -- 1721 North Damen Avenue;

Cans Bar and Canteen -- 1640 North Damen Avenue;

Chicago's Pizza -- 3114 North Lincoln Avenue;

Clybar -- 2417 North Clybourn Avenue;

Golden Apple Restaurant -- 2971 North Lincoln Avenue;
Higher Ground Thai Cafe -- 2022 West Roscoe Street;
Jamba Juice Company -- 1571 North Sheffield Avenue;
Kitsch'n On Roscoe -- 2005 West Roscoe Street;
The Players Club -- 2500 North Ashland Avenue;
Starbucks Coffee Number 2403 -- 2454 North Ashland Avenue;
Starbucks Coffee Number 2494 -- 1157 West Wrightwood Avenue; and
Twisted Lizard -- 1964 North Sheffield Avenue.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to 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:

Greenview Development Group -- 1330 -- 1332 West Diversey Avenue;
Schoolina Development L.L.C. -- 1653 -- 1655 West School Street; and
2157 North Damen L.L.C. -- 2157 North Damen Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
PRIME MEDIA, L.L.C. TO INSTALL SIGNS/SIGNBOARDS
AT 1330 -- 1334 NORTH HALSTED STREET.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Prime Media, L.L.C. to install signs/signboards at 1330 -- 1334 North Halsted Street, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 400 square feet; and

one sign/signboard measuring 672 square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

Also, three proposed orders authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire and the Zoning Administrator 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

2138 West Haddon Avenue -- for interior renovation and rebuilding of front porch steps and railing;

1125 North Hoyne Avenue -- for interior remodeling of a two-flat residential building; and

2036 West Thomas Street -- for repair of exterior brick facade and reconstruction of chimney.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES IN CONJUNCTION
WITH VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive the permit and license fees specified in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

The Lakeview Mayfest -- to be held at 3100 North Ashland Avenue on May 19, 2006, during the hours of 5:00 P.M. to 10:00 P.M. and on May 20 and 21, 2006, during the hours of 12:00 P.M. to 10:00 P.M. (Food Vendor, Itinerant Merchant License and Canopy Erection Permit fees);

Saint Alphonsus Church annual raffle -- to be held at 1429 West Wellington Avenue for the period extending August 15, 2006 through August 16, 2007 (Raffle License fee); and

Saint Alphonsus Church event -- to be held at 1429 West Wellington Avenue on September 29, 2006 from 5:00 P.M. to 11:00 P.M., September 30, 2006 from 12:00 P.M. to 11:00 P.M. and October 1, 2006 from 11:30 A.M. to 9:00 P.M. (Food Vendor, Itinerant Merchant License, Canopy Erection and Street Closure Permit fees).

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSURE
PERMIT FEES FOR SAINT JOSAPHAT SCHOOL.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Street Closure Permit fees for Saint Josaphat School for street closure on portion of West Belden Avenue, from 1400 North Southport Avenue to 1332 North Wayne Avenue for the period extending March 1, 2006 through June 20, 2007, during the hours of 11:00 A.M. to 1:00 P.M., all school days, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 1800 WEST NORTH AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to FedEx Kinko's Office & Print Services Number 3634 to construct, maintain and use three canopies to be attached or attached to the building or structure at 1800 West North Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN MATLAK (32nd Ward) And
ALDERMAN DALEY (43rd Ward):**

Referred -- EXEMPTION OF DE PAUL UNIVERSITY FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing DePaul University with inclusive exemption, under its not-for-profit status, from all city fees related to the renovation, erection and maintenance of buildings and fuel storage facilities at various locations for a one year period not to exceed December 31, 2006, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 3906 NORTH MONTICELLO AVENUE.

A proposed ordinance authorizing the Director of Revenue to grant permission to Mr. Arnulfo Chavez to park his pickup truck and/or van at 3906 North Monticello Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXEMPTION OF MR. PIUS NEWELL FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2904 WEST BELMONT AVENUE.

Also, a proposed ordinance to exempt Pius Newell from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 2904 West Belmont 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 -- PRESIDENT GEORGE W. BUSH AND UNITED
STATES CONGRESS URGED TO PASS LEGISLATION OR
BUDGETARY MEASURE TO INCREASE FUNDING
FOR VETERANS' WELFARE BENEFITS.

Also, a proposed resolution urging President George W. Bush and the United States Congress to pass any legislation and budgetary measures necessary to bring about an increase in funding of veterans' benefits, which was *Referred to the Committee on Human Relations*.

Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- GRANT OF PRIVILEGE TO DOS AMIGO RESTAURANT
TO MAINTAIN AND USE SPACE ADJACENT
TO 2320 NORTH MILWAUKEE AVENUE.

A proposed ordinance to grant permission and authority to Dos Amigo Restaurant to maintain and use space adjacent to 2320 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF SIERRA TIRE SHOP FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2324 NORTH CALIFORNIA AVENUE.

Also, a proposed ordinance to exempt Sierra Tire Shop from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 2324 North California 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 TRUCK AND/OR
VAN AT 2708 NORTH FRANCISCO AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Michelle Lahalih to park her pickup truck and/or van at 2708 North Francisco Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- GRANT OF PRIVILEGE TO CZECH TEMPO
FOR OPERATION OF SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Czech Tempo to maintain and use a portion of the public way adjacent to 6710 -- 6712 West Belmont Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RENUMBERING CERTAIN CHAPTERS AND SECTIONS AND MODIFYING PROVISIONS THERETO.

Also, a proposed ordinance to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, which would renumber various chapters and sections and modify certain provisions pertaining to housing developments and related uses, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 108 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 075 TO REQUIRE SELF-SERVICE FILLING STATIONS TO BE EQUIPPED WITH MECHANISM FOR ISSUING RECEIPTS OF PAYMENT.

A proposed ordinance to amend Title 4, Chapter 108 of the Municipal Code of Chicago by the addition of new Section 075 which would require any owner or operator of a filling station with self-service fuel dispensing device with pay capability to equip such device with a properly working mechanism for issuing a receipt of payment, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF BANK OF AMERICA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 4500 -- 4510 WEST NORTH AVENUE.

Also, a proposed ordinance to exempt Bank of America from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 4500 -- 4510

West North 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 ALLEN (38th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 015
TO REQUIRE ADDITIONAL INFORMATION FOR
HONORARY STREET DESIGNATIONS.

A proposed ordinance to amend Title 10, Chapter 4 of the Municipal Code of Chicago by the addition of new Section 015 which would require the person proposing the installation of the honorary street-name sign to provide, in addition to any other requirements, a biography of the person for whom the honorary street name sign is proposed; a list of any persons or group recommending the passage of the ordinance; and a short summary of the relationship of the person to be honored with the street to be named, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANT OF PRIVILEGE TO OUR LADY OF
THE RESURRECTION TO MAINTAIN AND USE
SAMPLE BASINS ADJACENT TO 5645
WEST ADDISON STREET.

Also, a proposed ordinance to grant permission and authority to Our Lady of the Resurrection to maintain and use three sample basins adjacent to 5645 West Addison Street, which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- GRANT OF PRIVILEGE TO STARBUCK'S COFFEE
NUMBER 2568 FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Starbuck's Coffee Number 2568 to maintain and use a portion of the public way adjacent 4365 West Irving Park Road for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED
HONORARY STREET NAME DESIGNATIONS.*

Also, a proposed ordinance to repeal an ordinance passed by the City Council on December 3, 1984 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, pages 11459 -- 11460, which authorized honorary street name designations, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th 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 specified, which were *Referred to the Committee on Finance*, as follows:

Gateway Montessori, 3748 North Montrose Avenue -- for the period beginning June 1, 2005 and ending February 15, 2007; and

Telshe Yeshiva Chicago, 3525 West Foster Avenue -- for a one year period beginning January 1, 2006 and ending December 31, 2006.

*Referred -- GRANT OF PRIVILEGE TO FLAVORS
ON AVERS FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Flavors on Avers to maintain and use a portion of the public way adjacent to 4526 North Avers Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF NORTH PARK UNIVERSITY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 5125 NORTH KIMBALL AVENUE.*

Also, a proposed ordinance to exempt North Park University from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 5125 North Kimball 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 TENT INSTALLATION
PERMIT FEES IN CONJUNCTION WITH QUEEN OF
ALL SAINTS BASILICA'S ANNUAL FUNDRAISER.*

Also, a proposed order authorizing the Commissioner of the Department of Buildings to waive the Tent Installation Permit fees in conjunction with the Queen of All Saints Basilica's Annual Fundraiser for the period extending May 17, 2006

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

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through May 22, 2006, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

*Referred -- GRANT OF PRIVILEGE TO HUEY'S
FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Huey's to maintain and use a portion of the public way adjacent to 1507 West Balmoral Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF MR. WOODROW LEVIN/6052 NORTH
CLAREMONT, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT 6050 -- 6052 NORTH
CLAREMONT AVENUE.*

Also, a proposed ordinance to exempt Woodrow Levin/6052 North Claremont, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 6050 -- 6052 North Claremont 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 DOHERTY (41st Ward):

Referred -- EXEMPTION OF IMMACULATE CONCEPTION PARISH
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Immaculate Conception Parish with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and a parking lot at 7271 West Talcott Avenue, for a two year period not to exceed March 1, 2008, which was *Referred to the Committee on Finance.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF NORTH CANFIELD AVENUE
AS "J. O'BRIEN WAY".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of North Canfield Avenue, from West Foster Avenue to West Berwyn Avenue as "J. O'Brien Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- CORRECTION OF JOURNAL OF THE PROCEEDINGS
OF THE CITY COUNCIL OF THE CITY OF CHICAGO.

Four proposed ordinances to correct the *Journal of the Proceedings of the City Council of the City of Chicago* printed on the dates and pages specified, which were *Referred to the Committee on Committees, Rules and Ethics*, as follows:

November 30, 2005.

Page 62500:

by deleting the words "South Cottage Avenue" appearing in the fourteenth printed line from the top of the page and inserting in lieu thereof the words "South Cottage Grove Avenue";

January 11, 2006.

Page 68136:

by deleting the number "4336" appearing in the sixth printed line from the top of the page and inserting in lieu thereof the number "4346";

January 11, 2006.

Page 68137:

by deleting the street name "South Maplewood Avenue" appearing in the fourteenth printed line from the top of the page and inserting in lieu thereof the street name "South Peoria Street";

January 11, 2006.

Page 68139:

by deleting the number "64843" appearing in the eighth printed line from the top of the page and inserting in lieu thereof the number "34843".

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, twelve proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

AON Center -- to maintain and use eight park benches adjacent to 200 East Randolph Street;

AON Center -- to maintain and use two signs adjacent to 200 East Randolph Street;

Ben Pao -- to maintain and use one revolving door adjacent to 52 West Illinois Street;

Centrum Properties, Inc. -- to construct, install, maintain and use two planter boxes adjacent to 240 East Illinois Street;

GP2, L.L.C. -- to maintain and use one grease basin adjacent to 535 North Dearborn Street;

Hilton Hotels Corporation/Palmer House -- to maintain and use four structural canopies adjacent to 17 East Monroe Street;

Lurie Management, L.L.C. -- to maintain and use three wall sconces adjacent to 221 North Wacker Drive;

Orange Blue, L.L.C. -- to construct, install, maintain and use eight planters adjacent to 160 East Illinois Street;

The Richard H. Driehaus Museum -- to construct, install, maintain and use seven lamp posts adjacent to 40 -- 50 East Erie Street;

WLS Television, Inc. -- to maintain and use conduit adjacent to 190 North State Street;

134 North LaSalle, L.L.C. -- to maintain and use six sign banners adjacent to 134 North LaSalle Street; and

200 North Jefferson, L.L.C. -- to construct, install, maintain and use forty balconies adjacent to 200 North Jefferson Street.

Referred -- AMENDMENT OF ORDINANCE AND ORDERS WHICH
AUTHORIZED GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to amend an ordinance and orders passed by the City Council and printed in the *Journal of the Proceedings of the City Council of*

the City of Chicago on the dates and page numbers indicated, which authorized grants of privilege on the public way to sundry applicants for various purposes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

November 19, 2003.

Page 14603:

by deleting the words: "Drawing referred to" and inserting in lieu thereof the words: "New drawing showing design changes";

December 15, 2004.

Page 40306:

by deleting the applicant's name "Kieffer & Co." and inserting in lieu thereof "Staples Inc."; and

November 1, 2005.

Page 60215:

by increasing the privilege compensation from \$50.00 to \$100.00.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, forty-seven proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Au Bon Pain -- 161 North Clark Street;

Au Bon Pain -- 122 South Michigan Avenue;

Ben Pao -- 52 West Illinois Street;

Bice Grill -- 154 East Ontario Street;

Bice Ristorante -- 158 East Ontario Street;

Brasserie Jo -- 59 West Hubbard Street;

Coco Pazzo Cafe -- 636 North St. Clair Street;

Corner Bakery Cafe -- 360 North Michigan Avenue;

Einstein Bros. Bagels Number 1242 -- 44 East Walton Street;

Gibsons Steak House -- 1028 North Rush Street;

Hugo's Frog Bar -- 1024 North Rush Street;

Jamba Juice Number 343 -- 166 North State Street;

Jamba Juice Number 628 -- 190 West Madison Street;

Jamba Juice Number 630 -- 20 North Michigan Avenue;

Jewel Food Store Number 3368 -- 550 North State Street;

Jimmy John's Sandwich Shop -- 46 East Chicago Avenue;

Johnny Rockets -- 901 North Rush Street;

The Kerryman -- 70 West Erie Street;

Lavazza -- 27 West Washington Street;

Le Colonial -- 937 North Rush Street;

Level -- 1045 North Rush Street;

Luxbar -- 18 -- 20 East Bellevue Place;

Maggiano's Little Italy and Corner Bakery -- 516 North Clark Street;

Mondelli's Lounge -- 7 East Oak Street;

Nacional 27 -- 325 West Huron Street;

Petterino's -- 150 North Dearborn Street;

Pizano -- 61 East Madison Street;

Portillo's Hot Dog, Inc. -- 100 West Ontario Street;

Quartino -- 626 North State Street;

RL -- 115 East Chicago Avenue;

Rosebud-Rush -- 55 East Superior Street;

Sarah's Pastries and Candies, Inc. -- 11 East Oak Street;

Scoozi -- 410 West Huron Street;

Southwater Kitchen -- 225 North Wabash Avenue;

Starbucks Coffee Number 2484 -- 111 East Chestnut Street;

Starbucks Coffee Number 2510 -- 414 North Orleans Street;

Starbucks Coffee Number 2545 -- 25 East Washington Street;

Starbucks Coffee Number 8972 -- 42 East Chicago Avenue;

Subway -- 66 East Washington Street;

Subway -- 177 North Wells Street;

Subway Number 25917 -- 122 South Michigan Avenue;

The Talbott Hotel -- 20 East Delaware Place;

Tavern on Rush -- 1031 North Rush Street;

TGI Friday's -- 153 East Erie Street;

Volare -- 201 East Grand Avenue;

Vong's Thai Kitchen -- 6 West Hubbard Street; and

Weber Grill Restaurant -- 539 North State Street.

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:

Cornerstone Group 70, L.L.C. -- 618 -- 630 West Washington Street and 101 -- 121 North Desplaines Street; and

Silver Tower Development -- 301 -- 325 West Ohio Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
325 WEST HURON STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Outdoor Network to install a sign/signboard at 325 West Huron Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR WAIVER OF RAFFLE
LICENSE FEE IN CONJUNCTION WITH
CHICAGO OPERA THEATER GALA.

Also, a proposed order authorizing the Director of Revenue to waive the Raffle License fee in conjunction with the Chicago Opera Theater Gala, to be held on April 19, 2006, 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, six proposed orders authorizing the Director of Business Affairs and Licensing 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:

Embassy Suites Chicago -- for four canopies at 6 -- 20 West Ohio Street;

Maggiano's/Corner Bakery, Inc. -- for eight canopies at 516 North Clark Street;

Mike's Fast Food, Inc. -- for one canopy at 829 North State Street;

Ricci & Co. -- for three canopies at 162 West Superior Street;

Royalle Condominium Association -- for four canopies at 744 North Clark Street;
and

Sidebar -- for two canopies at 221 North LaSalle Street.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- EXEMPTION OF RONALD MC DONALD HOUSE FROM CITY
FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Ronald McDonald House with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings at 622 West Deming Place for a one year period not to exceed March 1, 2007, which was *Referred to the Committee on Finance*.

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:

Benevolent & Protective Order of Elks of the USA -- to maintain and use a pedestrian tunnel and a pipe tunnel adjacent to 2750 North Lake View Avenue; and

Jay Chi -- to maintain and use an existing stair adjacent to 2630 North Halsted Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, five proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Basil Leaf -- 2460 North Clark Street;

Sausalito -- 543 West Diversey Parkway;

Tarantino's -- 1112 West Armitage Avenue;

Trattoria Pizzeria Roma -- 1535 North Wells Street; and

Twin Anchors -- 1655 North Sedgwick Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
LICENSES AND PERMITS, FREE OF CHARGE, TO
PARTICIPANTS IN LINCOLN PARK OKTOBERFEST.

Also, a proposed ordinance authorizing the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioners of Streets and Sanitation, Transportation, Water Management, Fire and the Director of Revenue to issue all necessary special event licenses and permits, free of charge, to participants in Lincoln Park Oktoberfest, to be held on North Southport Avenue, between West Dickens Avenue and North Clybourn Avenue, on September 22, 2006, during the hours of 5:00 P.M. to 11:00 P.M. and on September 24, 2006, during the hours of 4:00 P.M. to 11:00 P.M., which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF RAFFLE LICENSE,
FREE OF CHARGE, TO RONALD MC DONALD HOUSE.

Also, a proposed order authorizing the Director of Revenue to issue a Raffle License (Code 1625) free of charge, to Ronald McDonald House, located at 622 West Deming Place, for the year 2006, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, four proposed orders authorizing the Director of Revenue to waive the specified license and permit fees indicated, for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

29th Annual Goose Island Turkey Trot 8K Run/Walk & Youth Events -- to be held on North Cannon Drive, from West Fullerton Parkway to North Lake Shore Drive West and on various paths and streets in Lincoln Park, on November 23, 2006, during the hours of 6:00 A.M. to 12:00 Noon (Street Closure Permit fees);

Lincoln Park Summerfest -- to be held on the 2000 block of North Lincoln Park West, between North Clark Street and West Dickens Avenue and the 200 -- 300 blocks of West Dickens Avenue, on June 17, 2006, during the hours of 11:00 A.M. to 10:00 P.M. and on June 18, 2006, during the hours of 11:00 A.M. to 8:00 P.M. (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

Taste of Lincoln Avenue -- to be held on the 2400 to 2600 block of North Lincoln Avenue, the 900 to 1000 blocks of West Montana Street, the 800 to 1000 blocks of West Altgeld Street and the 800 to 1000 blocks of West Lill Street, on July 29 and 30, 2006, during the hours of 12:00 Noon to 10:00 P.M. (Food Vendor, Itinerant Merchant License and Street Closure Permit fees); and

The United Run for the Zoo -- to be held on North Stockton Drive, from West Webster Avenue (2200 north) to West Dickens Avenue (2100 north) and various paths in Lincoln Park and the Lincoln Park Zoo, on June 4, 2006, during the hours of 6:00 A.M. to 12:00 Noon (Street Closure Permit fees).

Presented By

**ALDERMAN DALEY (43rd Ward) And
ALDERMAN BURNETT (27th Ward):**

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES
AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS
IN VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue to issue the licenses and permits specified, free of charge, to 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:

The Crush in Old Town -- to be held on North Wells Street, from West Division Street to West Schiller Street, on September 9, 2006, during the hours of 10:00 A.M. to 10:00 P.M. (Food Vendor, Itinerant Merchant Licenses and Street Closure Permit); and

The Wells Street Art Festival -- to be held on North Wells Street, from West Division Street to West North Avenue, on June 10 and 11, 2006, during the hours of 10:00 A.M. to 10:00 P.M. (Food Vendor, Itinerant Merchant Licenses and Street Closure Permit).

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Sixteen proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chili Mac's 5-Way Chili -- 3152 North Broadway;

Chipotle Mexican Grill -- 1025 West Belmont Avenue;

Julius Meinl -- 3601 North Southport Avenue;

Mystic Celt -- 3443 North Southport Avenue;

Nabos -- 3351 North Broadway;

New Tokyo -- 3139 North Broadway;

O'Malley's Schoolyard Tavern -- 3258 North Southport Avenue;

Once Upon A Thai Restaurant -- 3705 North Southport Avenue;

Rodolfo Di Sapio -- 3767 North Southport Avenue;

Southport Grocery and Cafe, Inc. -- 3552 North Southport Avenue;

Stella's Diner -- 3042 North Broadway;

Sushi Mura Japanese Restaurant -- 3647 North Southport Avenue;

Tango Sur -- 3761 -- 3763 North Southport Avenue;

Toon's Bar & Grill -- 3857 North Southport Avenue;

Windy City Sweets -- 3308 North Broadway; and

Yoshi's Cafe -- 3257 North Halsted Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, TO LANDMARK PROPERTY AT
832 WEST OAKDALE AVENUE.

Also, a proposed order authorizing the Executive Director of the Department of Construction and Permits, the Director of Revenue and the Commissioners of Environment, Fire and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 832 West Oakdale Avenue for the demolition, removal and replacement of an existing penthouse and roof deck, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, five proposed orders authorizing the Director of the Department of Revenue to waive the specified license and permit fees indicated, for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Belmont-Sheffield Music Festival -- to be held on North Sheffield Avenue, between West Belmont Avenue and West School Street, on June 3 and 4, 2006, during the hours of 12:00 Noon to 10:00 P.M. (Food Vendor, Itinerant Merchant License, Street Closure Permit fees);

Lakeview Music Fest -- to be held on North Sheffield Avenue, between West Addison Street and West Waveland Avenue, on July 8, 2006, during the hours of 12:00 Noon to 10:30 P.M. and on July 9, 2006, during the hours of 12:00 Noon to 9:00 P.M. (Food Vendor, Itinerant Merchant License and Street Closure Permit fees);

North Halsted Halloween Parade -- to be held on North Halsted Street, between West Belmont Avenue and West Cornelia Avenue, on October 31, 2006, during the hours of 3:00 P.M. to 10:00 P.M. (Street Closure Permit fees);

Northalsted Market Days -- to be held on North Halsted Street, between West Addison Street and West Belmont Avenue, on August 5 and 6, 2006, during the hours of 11:00 A.M. to 10:00 P.M. (Food Vendor, Itinerant Merchant License and Street Closure Permit fees); and

Pride Fest -- to be held on North Halsted Street, between West Grace Street and West Addison Street, on June 24, 2006, during the hours of 11:00 A.M. to 9:30 P.M. (Itinerant Merchant License fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, five proposed orders authorizing the Director of Business Affairs and Licensing 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:

Addendum -- for one canopy at 3343 North Broadway;

Amazing Lock Service, Inc. -- for one canopy at 3165 North Halsted Street;

Mickey's Grill & Pub -- for one canopy at 2831 North Broadway;

Mighty Grocery -- for one canopy at 3934 North Sheridan Road; and

Sparta Gyros -- for one canopy at 3202 North Broadway.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to 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:

Chicago Klee Development, L.L.C. -- 4015 North Milwaukee Avenue;

Mr. Mohammad Hyder -- 5019 West Lawrence Avenue;

Mr. William Kowalski -- 5358 North Central Avenue; and

Mr. William Kowalski -- 5362 North Central Avenue.

Referred -- STANDARDIZATION OF PORTIONS OF NORTH LATHAM
AVENUE AND NORTH FOREST GLEN AVENUE AS
"HAZELTON -- MIKOTA WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the southeast corner of North Latham Avenue and North Forest Glen Avenue as "Hazelton -- Mikota Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED
LICENSES AND PERMITS, FREE OF CHARGE, IN
CONJUNCTION WITH VARIOUS EVENTS.

Also, seven proposed orders authorizing the Director of Revenue, the Department of Streets and Sanitation, the Department of Transportation and the Department of Buildings to issue the licenses and permits specified, free of charge, in conjunction with 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:

Copernicus Foundation Annual Taste of Polonia Event -- to be held at 5216 West Lawrence Avenue, for the period extending August 28, 2006 through September 5, 2006 (Street Banner Permit);

Copernicus Foundation Annual Taste of Polonia Festival -- to be held at 5216 West Lawrence Avenue, for the period extending August 30 through September 5, 2006; street closures on North Lipps Avenue, from West Lawrence Avenue to West Ainslie Street; West Ainslie Street, from North Milwaukee Avenue to the John F. Kennedy Expressway; and North Avondale Avenue, from West Lawrence Avenue to West Ainslie Street, August 30 through September 5, 2006 (Street Closure Permit);

Copernicus Foundation Taste of Polonia Festival -- to be held at 5216 West Lawrence Avenue, for the period extending September 1, 2006 through September 4, 2006 (Food Vendor, Itinerant Merchant Licenses, Electrical Installation and Inspection Permit);

Copernicus Foundation Taste of Polonia Festival -- to be held at 5216 West Lawrence Avenue, for the period extending September 1, 2006 through September 4, 2006 (Tent Erection Permit);

The Irish American Heritage Center Cultural Festival -- to be held at 4626 North Knox Avenue for the period extending July 4 through 10, 2006 (Tent Erection Permit);

The Irish American Heritage Center Annual Cultural Festival -- to be held at 4626 North Knox Avenue for the period extending July 7 through 9, 2006 (Food Vendor and Itinerant Merchant Licenses); and

Jefferson Park Community Festival -- to be held on West Higgins Road, between North Milwaukee Avenue and West Gale Street; and on North Long Avenue, between West Lawrence Avenue and West Higgins Road, on June 23, 2006, during the hours of 5:00 P.M. to 11:00 P.M., on June 24, 2006, during the hours of 12:00 P.M. to 11:00 P.M. and on June 25, 2006, during the hours 12:00 P.M. to 6:00 P.M. (Food Vendor, Itinerant Merchant Licenses, and Street Closure Permit).

Presented For

ALDERMAN LEVAR (45th Ward):

*Referred -- GRANT OF PRIVILEGE TO PASTA D'ARTE
FOR SIDEWALK CAFE.*

A proposed ordinance, presented by Alderman Shiller, to grant permission and authority to Pasta D'Arte to maintain and use a portion of the public way adjacent to 6311 North Milwaukee Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Two proposed orders directing the Commissioner of the Department 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:

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72313

Ms. Frances Cawley -- 663 West Grace Street; and

Mr. Paul Wood -- 4048 North Sheridan Road (Unit Number 3E).

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF OLD TOWN SCHOOL OF
FOLK MUSIC FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Old Town School of Music with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 4543 -- 4549 North Lincoln Avenue, for a one year period beginning November 16, 2005 and ending November 15, 2006, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, twelve proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Brownstone Tavern & Grill -- 3937 North Lincoln Avenue;

Deleece -- 4004 North Southport Avenue;

Essence of India -- 4601 North Lincoln Avenue;

The Grind Cafe -- 4613 North Lincoln Avenue;

Jalapeno Sabroso -- 3900 North Lincoln Avenue;
La Bocca -- 4618 North Lincoln Avenue;
McDonald's Restaurant -- 4844 North Lincoln Avenue;
Rockwell's Neighborhood Grill -- 4632 North Rockwell Street;
Sola Restaurant -- 3838 North Lincoln Avenue;
Starbucks Coffee Number 2491 -- 1900 West Montrose Avenue;
Zephyr Ice Cream Shop -- 1767 West Wilson Avenue; and
42 North Latitude -- 4500 North Lincoln 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:

Mr. Steve Lee -- 4526 North Clark Street;
Mr. John Mangan -- 3857 -- 3859 North Ashland Avenue and 1521 -- 1531 West Byron Street;
Mr. Ray Perkins -- 4314 North Western Avenue; and
Ms. Nancy Suvarnamani -- 3811 -- 3813 North Lincoln Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE
AND PERMIT FEES FOR PARTICIPANTS IN RAVENSWOOD
COMMUNITY COUNCIL BROWN LINE PARTY.

Also, a proposed order authorizing the City of Chicago to waive the Food Vendor and Itinerant Merchant License, Street Closure and Tent Installation Permit fees for participants in the Ravenswood Community Council Brown Line Party, to be held on March 29, 2006, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CVS PHARMACY NUMBER 2862 TO CONSTRUCT,
MAINTAIN AND USE CANOPIES AT
3944 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to CVS Pharmacy Number 2862 to construct, maintain and use two canopies to be attached or attached to the building or structure at 3944 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Coffee Chicago -- 5256 North Broadway;

Kopi, A Traveler's Cafe -- 5317 North Clark Street;

Starbucks Coffee Number 2445 -- 1052 -- 1070 West Bryn Mawr Avenue; and

Viet Food Court -- 4941 North Broadway.

Presented By

**ALDERMAN M. SMITH (48th Ward) And
ALDERMAN O'CONNOR (40th Ward):**

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR
LICENSE FEES FOR PARTICIPANTS IN
MIDSOMMARFEST 2006 FESTIVAL.

A proposed order authorizing the Director of the Department of Revenue to waive the Vendor License fees for participants in the Midsommarfest 2006 Festival, to be held on June 10 and 11, 2006, during the hours of 11:00 A.M. until 10:00 P.M., which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72317

Lake Side Cafe Corporation -- 1418 West Howard Street; and

La Cucina Di Donatella -- 2221 West Howard Street.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- AMENDMENT OF TITLE 18, CHAPTER 11,
SECTION 1109.18.1.1 OF MUNICIPAL CODE
OF CHICAGO CONCERNING ELEVATOR
REQUIREMENTS FOR CERTAIN
BUILDINGS.

A proposed ordinance to amend Title 18, Chapter 11, Section 1109.18.1.1 of the Municipal Code of Chicago which would require elevators as accessible means of egress in buildings covered under the high-rise building code, which was *Referred to the Committee on Buildings*.

Referred -- EXEMPTION OF MIDWEST ASIAN AMERICAN
CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing Midwest Asian American Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities at 2534 West Devon Avenue, for a one year period beginning February 25, 2006 and ending February 25, 2007, 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, 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. David Neiman -- 6545 North Sacramento Avenue; and

Mr. Elijah Park -- 6558 North Artesian Avenue.

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 TILLMAN (3rd Ward):

Saint John Community Outreach Organization -- for rehabilitation on the premises known as 4837 -- 4839 South Michigan Avenue.

3/1/2006

NEW BUSINESS PRESENTED BY ALDERMEN

72319

BY ALDERMAN CÁRDENAS (12th Ward):

Saint Anthony Hospital -- for renovation and expansion of the emergency department on the premises known as 2875 West 19th Place.

BY ALDERMAN L. THOMAS (17th Ward):

Beloved Community -- for demolition of a building on the premises known as 7707 South Throop Street.

BY ALDERMAN ZALEWSKI (23rd Ward):

Saint Daniel the Prophet -- for demolition and new construction on the premises known as 5330 South Nashville Avenue.

BY ALDERMAN DOHERTY (41st Ward):

All Saints Cathedral Parish (Polish National Catholic Church) -- for the premises known as 9201 West Higgins Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN CAROTHERS (29th Ward):

Fraternite Notre Dame, Inc., 502 North Central Avenue.

BY ALDERMAN MITTS (37th Ward):

Eyes on Austin, 5519 West North Avenue.

BY ALDERMAN LEVAR (45th Ward):

Irish American Heritage Center, 4626 North Knox Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MELL (33rd Ward):

Ms. Gertrude Schmitt, 4214 North Albany Avenue -- for emergency medical service.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN FLORES (1st Ward):

Our Lady of Aglona, 1655 North Rockwell Street.

Saint Aloysius, various locations (4).

Saint Mark, various locations (4).

BY ALDERMAN PRECKWINKLE (4th Ward):

Saint Thomas the Apostle, various locations (2).

BY ALDERMAN LYLE (6th Ward):

Chicago State University, 9501 South Dr. Martin Luther King, Jr. Drive.

BY ALDERMAN BEAVERS (7th Ward):

Our Lady Gate of Heaven, various locations (2).

Saint Bride, various locations (4).

Saint Bronislava, various locations (2).

Saint Mary Magdelene, various locations (3).

Saint Michael, various locations (6).

BY ALDERMAN POPE (10th Ward):

Annunciata, various locations (4).

Immaculate Conception, various locations (3).

Sacred Heart Croatian, various locations (3).

Saint Florian, various locations (4).

Saint Francis de Sales, various locations (4).

Saint George, various locations (2).

Saint Kevin, various locations (2).

Saint Michael, 9525 South Commercial Avenue.

BY ALDERMAN BALCER (11th Ward):

All Saints-Saint Anthony, various locations (4).

Nativity of Our Lord, 3710 South Lowe Avenue.

Our Lady of Good Counsel, various locations (2).

Saint Gabriel, various locations (3).

Saint Jerome Croatian, various locations (2).

Saint Mary of Perpetual Help, various locations (4).

Saint Maurice, various locations (2).

Saints Peter and Paul, various locations (3).

Santa Lucia-Santa Maria Incoronata, various locations (2).

BY ALDERMAN CÁRDENAS (12th Ward):

Assumption, various locations (3).

Immaculate Conception, various locations (3).

BY ALDERMAN OLIVO (13th Ward):

Queen of the Universe, various locations (2).

Saint Bede the Venerable, various locations (2).

Saint Mary Star of the Sea, various locations (3).

Saint Nicholas of Tolentine, various locations (4).

Saint Symphorosa, various locations (4).

BY ALDERMAN BURKE (14th Ward):

Five Holy Martyrs, various locations (6).

Saint Bruno, various locations (3).

Saint Clare of Montefalco, various locations (3).

Saint Gall, 5524 South Kedzie Avenue.

Saint Pancratius, various locations (4).

Saint Simon the Apostle, various locations (4).

BY ALDERMAN T. THOMAS (15th Ward):

Canaan Missionary Baptist Church, various locations (2).

BY ALDERMAN L. THOMAS (17th Ward):

Beloved Community, 7823 South Racine Avenue.

BY ALDERMAN RUGAI (19th Ward):

Christ the King, various locations (5).

Saint Barnabas, various locations (4).

Saint Cajetan, various locations (3).

Saint Christina, various locations (5).

Saint John Fisher, various locations (2).

Saint Walter, various locations (2).

BY ALDERMAN BROOKINS (21st Ward):

Saint Etheldreda, various locations (4).

Saint Killian, various locations (4).

Saint Margaret of Scotland, various locations (4).

Saint Thaddeus, various locations (3).

BY ALDERMAN ZALEWSKI (23rd Ward):

Our Lady of the Snows, 4810 South Leamington Avenue.

Saint Camillus, 5430 South Lockwood Avenue.

Saint Daniel the Prophet, various locations (7).

Saint Jane de Chantal, various locations (3).

Saint Rene Goupil, various locations (2).

Saint Richard, various locations (2).

BY ALDERMAN SOLIS (25th Ward):

Holy Trinity Croatian, various locations (4).

Providence of God, various locations (4).

Saint Adalbert, various locations (3).

Saint Ann, various locations (3).

Saint Francis of Assisi, various locations (2).

Saint Michael, various locations (2).

Saint Paul, various locations (5).

Saint Pius V, 1921 South Ashland Avenue.

Saint Theresa Chinese Catholic Mission, various locations (3).

BY ALDERMAN OCASIO (26th Ward):

Latin United Community Housing Association, 3337 West Division Street.

BY ALDERMAN DOHERTY (41st Ward):

Nor-Wood Park Home, 6016 North Nina Avenue.

REFUND OF FEE:

BY ALDERMAN NATARUS (42nd Ward):

Lubavitch Chabad of the Loop-Gold Coast-Lincoln Park, 1236 North Dearborn Parkway -- refund in the amount of \$6,900.00.

WAIVER OF FEE:

BY ALDERMAN SOLIS (25th Ward):

Chicago Hope Academy, 2189 West Bowler Street -- waiver of annual Occupancy License fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Brock, Arthur

Johnson, Carol Jean

BY ALDERMAN PRECKWINKLE (4th Ward):

Thompson, Gwendolyn

BY ALDERMAN LYLE (6th Ward):

Applewhite, Ruby D.

Grant, Emma

Birdsong, Helen

Green, Vendell

Bradshaw, Marvis J.

Guidry, Ahfretla

Burton, Theresa

Henderson, Celestine

Bussell, Betty R.

Hinton, Pearl

Butler, Hattie

Jackson, Cornelia

Chandler, Magnolia

Jackson, Janet

Dickson, Moody

Knox, Gertie M.

Donaby, Marion

McDonald, Pinky

Edmond, Naomi

Moreland, Eunice Mary

Everhart, Clanton

Rhone, Barbara

Fisher, Georgia V.

Roberts, Mary

Thompson, Irene

Wolford, Connie M.

Todd, Evelyn J.

Wrencher, Dorothy J.

Wilson, Celia

BY ALDERMAN BEAVERS (7th Ward):

Grant, Alvin

BY ALDERMAN STROGER (8th Ward):

Allen, Elsie B.

Brown, Rosa L.

Carpenter, Robert

Harris, Willeva J.

Johnson, Jennie M.

Lambert, Clovern

BY ALDERMAN BANKS (36th Ward):

Augustine, Edward

Bowden, Helen

Carsello, Lorraine

Stasinakos, Peter

Wlodarski, Marie

BY ALDERMAN ALLEN (38th Ward):

Bresley, Ann

Jablonowski, Alma

Morreale, Dorothy

Webber, Dale

BY ALDERMAN LAURINO (39th Ward):

Grabicanin, Christa R.

Jakob, Edna

Oshana, Alice V.

Urbanski, Dorothy M.

Van Slambrouck, Ann M.

BY ALDERMAN DOHERTY (41st Ward):

George, Sophie

Pociask, Tony

Godman, Fillat

Radlowski, Helen M.

Govedarica, Violet

Rotter, Alice E.

Guzaldo, Cecelia

Sparks, Evelyn

Lane, Laverne A.

Zitzmann, Klara

BY ALDERMAN NATARUS (42nd Ward):

Athey, Jean M.

Gahan, Eleanor M.

Boe, Elaine B.

Gertz, Herbert

Dionisio, Natividad C.

Gold, Jerome J.

Egel, Ivana

Hagen, Dorothy J.

Fields, Madelen

Harris, Marvin V.

Haussner, Eva H.

Nagel, Walter

Karel, James

Radko, Theresa

Kennedy, Jane

Rice, Duane

Kinsella, Charmaine M.

Shaffer, Barbara J.

Lennon, George R.

Silfen, Stanton

Lewis, Bertram

Sohl, John F.

Lipman, Selma M.

Stan, John J.

McKinsey, Elizabeth

Wynn, Gladys

McLaughlin, Ruth

Young, Elizabeth M.

Miller, Sara

BY ALDERMAN DALEY (43rd Ward):

Abrams, Mercedes

Marks, A. J., Jr.

Arbetman, Sylvia

Martin, Rose Marie

Binder, Martin R.

McCourt, Sandra

Blankenship, Marshall L.

McKinlay, Archibald

Blumstein, Rita

Nelsen, Judith C.

Breymeyer, Dianne Lynn

Pinzur, Sam

Fuwa, Mitsuo

Schain, Leslie L.

Kadlub, Evelyn B.

Schlesinger, Marjorie

Kaiser, Patricia A.

Sweet, Lois

Levin, Blossom

BY ALDERMAN TUNNEY (44th Ward):

Abrams, Martin W.	Johns, Eugenia F.
Aronson, Beryl	London, Philip
Baim, Genevieve	Mail, Betty
Crandus, Norman	Mastroiani, Louise
Drebin, Dorothy	Rogers, Paul
Garmisa, June	Shure, Joseph

BY ALDERMAN LEVAR (45th Ward):

Benovsky, Mildred	Kwasigroch, James
Bialon, Czeslaw	Latoszynski, Halina
Biel, Lucille	Los, Zofia
Emde, Ethel	McMahon, John
Felski, Dorothy	Miskovitz, Ted
Froberg, Marcella	Pascasio, Michael
Gantz, Adelle	Pociask, Rosalie
Gutchman, Gloria	Scaggs, Margaret
Hanninen, Eine	Zalesny, Walter
Knapik, Janina	Zanko, Lois
Kolodziej, Janine	

BY ALDERMAN SHILLER (46th Ward):

Baumchen, Joseph	Carpio, Isabel E.
Bertz, Virginia R.	Duenas, Catherine

Farrell, Shirley

Gradert, Mary

Jackson, Jane F.

Jacobson, Vera B.

Kooy, Charles

Maschner, Lucia

Pour, Marcelle

Press, Frieda

Puckett, Irene

Reimann, Marta

Silver, Esther H.

Vandersluis, Jack

Wilson, Priscilla

Yacher, Mahli K.

BY ALDERMAN M. SMITH (48th Ward)

Anghelo, Luiza

Annetti, Mary Ann

Black, Carol Ann

Brorsen, Adeline Q.

Cameron, Catherine I.

Carlson, Patricia T.

Coe, Arthur Ned

Corenon, Norman L.

Eisen, David G.

Genualdi, Marie

Gray, Mary E.

Green, Dorothy A.

Harris, Lilyan

Hart, Rita K.

Jaensch, Kreszenz,

Johnson, Mae F.

Joseph, Lillian B.

Kardasz, Aleksy

London, Lorraine

Mayeda, Jane

Melchor, Angela J.

Mellick, Eleanor

Michael, Carol B.

Minster, Pearl J.

Nortman, Rose R.

Penaherrera, George E.

Postilion, Diane D.

Sandors, John H.

Scerba, Vilma

Sher, Sidney

BY ALDERMAN MOORE (49th Ward):

Finnegan, Anna
Harris, Sophie
Kupferschmidt, Regina
Rosner, Joan
Stahl, Zoralyn
Terrones, John M.
Young, Barbara J.

BY ALDERMAN STONE (50th Ward):

Austin, Dale Marie	Lieberman, Ruth
Braverman, Julia	Locker, Phyllis J.
Brostoff, Florence	Lukaszuk, Stefan
Davidson, Gussie	Machat, Thelma
Emmerman, Dorothy	Matin, Rubin
Gelfman, Irina	Schlenvogt, Mary B.
Gertz, Gwendolyn	Shino, Victoria
Greenberg, Ethel	Shulman, Milton D.
Harris, Barbara P.	Solomon, Rose
Hecht, Lucille	Towb, Rebecca
Hertzberg, Syril	Turck, Shirley
Hesselberg, Shirley	Weiss, Zoltan
Horwitz, Morris	Williger, Irwin F.
Jacobson, Eve	Zavilyanski, Mark
Kaplan, Arie	Zoltak, Avraham
Levy, Harriet	

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (February 8, 2006)

The Deputy City Clerk submitted the printed official *Journal* of the Proceedings of the City Council of the City of Chicago, Illinois for the regular meeting held on Wednesday, February 8, 2006 at 10:00 A.M., signed by him as such Deputy 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:

family members of late Chicago Police Officer Eric Solorio: his mother, Amelia; his sisters, Rosa Solorio and Richelle Romo; his brother-in-law, Javier Romo; his brother, Richard Carrillo; his sister-in-law, Gayle Carrillo; his girlfriend, Lillian Montes de Oca; his cousins, Jorge, Lupe and Rosa Mendez; his partners, Police

Officer Nicholas Argyropoulos and Police Officer Michael Sanchez; Police Superintendent Philip J. Cline; translator, Police Officer Cindy Guerra; his friends, Mr. Michael Islas; Ms. Nancy Andrade; Mr. Anaya; Mr. Alex Gallegos; Ms. Irma Perez; Mr. Paul Reyes; Mr. Richard Velasquez; First Deputy Superintendent Dana V. Starks; Deputy Superintendent Hiram Grau; Deputy Superintendent Charles Williams; Deputy Superintendent John Risley; Deputy Superintendent James J. Molloy; Deputy Superintendent Ellen Scrivner; Deputy Chief Frank R. Radke; General Counsel Sheri Mecklenburg; Commander Elias Voulgaris; Commander Edward O'Donnell, Bomb and Arson Unit; and several other members of the Targeted Respond Unit;

Chicago Fire Department Lieutenant Joseph Kish, 2nd District Relief, accompanied by his wife, Leslie; his sons, Joey and Nicholas; his father-in-law, Mr. Pete Schurla (retired Deputy Chief, C.P.D.), his mother-in-law, Mrs. Sandy Schurla; Assistant Fire Deputy Commissioner Orozco; and Fire Chief Robert Hoff, 1st District;

The Honorable Martin Andreasson, member of the Swedish Parliament (Sveriges Riksdag);

Mr. Hardik V. Bhatt, Chief Information Officer of Department of Business and Information Services;

Ms. Jacqueline King, Commissioner of the Department of Human Resources;

Mr. Richard L. Rodriguez, Executive Director of the Department of Construction and Permits;

Ms. Patricia Scudiero, Zoning Administrator, accompanied by her parents, Vince and Lou;

Mr. Henry T. Chandler, member of Chicago Transit Authority Board of Directors;

Ms. Peggy Wise, founder of Suzuki-Orff School for Young Musicians, accompanied by her husband Bill;

Mr. Cary Kalant, retired City of Chicago employee;

sixty-nine third grade students from Frances Xavier Warde School (Old Saint Patrick's Church campus) accompanied by their teachers, Mrs. Amy Brich, Ms. Maureen Phenner, Ms. Megan Fey, Ms. Kathryn Sheridan, Ms. Lindsay Youngblood and Ms. Fawn Stehlin;

three students from Al Raby High School, Mr. Dwayne Smith, Mr. Andrew Mack and Mr. Otis Nash, ninth and tenth grade internship.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the first (1st) day of March, 2006, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of March, 2006, 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, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, 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 -- 49.

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, March 29, 2006, at 10:00 A.M. in the Council Chambers in City Hall.

EDMUND W. KANTOR,
Deputy City Clerk.

