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COPY

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

Regular Meeting -- Wednesday, December 12, 2007

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, December 12, 2007

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Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone.

Absent -- Aldermen Brookins, Moore.

Call To Order.

On Wednesday, December 12, 2007 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Miguel del Valle, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Flores, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Quorum present.

Posting Of The Colors.

Members of the Illinois National Guard posted the colors.

Pledge Of Allegiance.

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

Invocation.

Reverend Wilfredo De Jesus, Senior Pastor, New Life Covenant Ministries, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- MEMBERS OF CHICAGO POLICE DEPARTMENT
TWENTY-FIFTH DISTRICT HONORED FOR HEROIC
LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Police Officers Danien L. Cabrera, Joshua Diaz, Erik A. Miehle, Christopher M. Morris, Salvatore J. Sammartino, Michael J. Sardo and William J. Lehner of the Chicago Police Department and their exemplary conduct during the events of November 26, 2007.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the morning of November 26, 2007, while patrolling in an unmarked car in the 1100 block of North Ridgeway Avenue, 25th District Tactical Police Officers Danien L. Cabrera (Star Number 9741), Joshua Diaz (Star Number 17922) and Erik A. Miehle (Star Number 16485) noticed a two-story house on fire and a frightened young boy standing in the front doorway yelling for help; and

WHEREAS, The seven-year-old boy was yelling that the house was on fire and said that his "mommy just went inside to get the baby". The officers quickly called in the fire to 9-1-1, and Officer Diaz ran to the side of the house to gain entry. Officer Cabrera, acting swiftly, scaled the locked seven-foot fence which surrounded the house and removed the boy from danger by handing him over the fence to Officer Miehle and a neighbor; and

WHEREAS, Officer Miehle jumped the fence to join Officer Cabrera, and without considering their own safety, and without the aid of protective clothing or breathing apparatus, they entered through the front door of the house and went upstairs to locate the boy's mother and four-year-old sister. Officers Cabrera and Miehle low-crawled along the floor during the search, but the smoke was so thick that the officers were forced back after three attempts, so they returned downstairs to find another way to rescue the pair; and

WHEREAS, Once outside, the officers were joined by other members of the 25th District, Patrol Officers Christopher M. Morris (Star Number 14455) and Salvatore J. Sammartino (Star Number 17908), along with 25th District Tactical Officers Michael J. Sardo (Star Number 19621) and William J. Lehner (Star Number 3904); and

WHEREAS, The officers began shouting for the mother and daughter, as windows started exploding due to the raging fire inside the house, and the house next door began to catch fire. Dodging showers of broken glass from the window explosions, the officers ran to the back of the house to locate a safe place to enter and rescue the boy's mother and sister; and

WHEREAS, The mother and her four-year-old daughter emerged from a window on the second floor and made their way to a ledge. While standing below the two, as black smoke was billowing from the home, the officers shouted to the woman to

lower her daughter, and she complied; however, the terrified girl still clung to her mother; and

WHEREAS, After Officer Cabrera told the girl in Spanish that it was Ok to let go, she slid off the ledge into the arms of Officers Diaz, Cabrera and Miehle. The officers then rushed to an arriving ambulance with the little girl. After her daughter was safely in the care of the officers, the mother was overcome by the smoke and fainted, rolling off the roof into the arms of Officers Morris, Sammartino, Sardo and Lehner; and

WHEREAS, The mother and both children were treated for smoke inhalation at Norwegian American Hospital but thankfully, due to the swift response of the officers, their injuries were not severe; and

WHEREAS, Officers Cabrera, Diaz, Miehle, Morris, Sammartino, Sardo and Lehner displayed the capability, courage, and quick thinking that exemplify members of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twelfth day of December, 2007, do hereby congratulate 25th District Police Officers Danien L. Cabrera, Joshua Diaz, Erik A. Miehle, Christopher M. Morris, Salvatore J. Sammartino, Michael J. Sardo and William J. Lehner on their courageous and effective police work; and

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

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 appreciation and gratitude to police officers of the 25th District on their heroic, life-saving rescue. Lauding the honorees for their professionalism, skill and selfless dedication, Mayor Daley declared them representative of the men and women of the Police Department who, on a daily basis, place their lives in jeopardy in the service and protection of others. Mayor Daley also expressed appreciation to the many family members of our city's uniformed services who live with the knowledge that their loved one may not return home from any given workday. Calling the City Council's attention to the presence in the visitors' gallery of the families of the honorees, Mayor Daley invited the officers to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF CHICAGO FIRE DEPARTMENT
FIFTH DISTRICT HONORED FOR HEROIC
LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Firefighters Thomas W. Breakey, Thomas J. Maestre and Jamar L. Sullivan and Firefighter/Paramedic Brian C. Herrli of the Chicago Fire Department and their exemplary conduct during the events of November 25, 2007.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the morning of Sunday, November 25, 2007, companies from the 20th Battalion of the 5th District of the Chicago Fire Department responded to an extra-alarm fire at an apartment building in the 8000 block of South Ashland Avenue; and

WHEREAS, Truck 50 and Squad 5 arrived on the scene, and were faced with fire and heavy-smoke conditions in a three-story commercial and residential building; and

WHEREAS, Firefighters Thomas J. Maestre and Thomas W. Breakey were preparing to raise their aerial ladder to chop ventilation holes in the roof, when they noticed a frantic woman leaning out of a second-floor window. The two men removed a twenty-foot ladder from their truck, maneuvered it to the window where the woman was trapped, and brought her down to safety; and

WHEREAS, As soon as they were sure the woman was safe, Firefighters Maestre and Breakey returned to their original task of ascending to the roof to ventilate it; and

WHEREAS, At the same time, Firefighter/Paramedic Brian C. Herrli and Firefighter Jamar L. Sullivan from Squad 5 began a primary search of the third floor of the building. Wearing oxygen masks due to the extreme smoke in the hallways, they gained access to each apartment, looking for trapped tenants; and

WHEREAS, Firefighter/Paramedic Herrli forced open an apartment door and found the same heavy smoke conditions inside. He then discovered a woman in the apartment, conscious but weakened and disoriented due to the smoke. He called

out to Firefighter Sullivan to assist him in safely removing the woman from the building; and

WHEREAS, Together the two men shared their oxygen masks with the woman as they safely brought her out of the building; and

WHEREAS, Everyone in the building was safely evacuated thanks to the courageous efforts and coordinated fire tactics demonstrated by all the firefighters and paramedics on the scene; and

WHEREAS, Firefighters Breakey, Maestre and Sullivan and Firefighter/Paramedic Herrli performed brilliantly due to their dedication and professionalism under the most difficult and dangerous conditions, creating a positive outcome to a potentially tragic situation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twelfth day of December, 2007, do hereby honor Firefighters Thomas W. Breakey, Thomas J. Maestre and Jamar L. Sullivan and Firefighter/Paramedic Brian C. Herrli of the City of Chicago Fire Department for their extraordinary rescue, which called upon all their considerable skills, training and years of experience; and

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

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed gratitude and appreciation to Firefighters Thomas W. Breakey, Thomas J. Maestre, and Jamar L. Sullivan and Firefighter/Paramedic Brian C. Herrli on their heroic, life-saving rescue. Reflecting upon the many lives saved by our city's firefighters and the many lives that will be saved by those dedicated professionals, Mayor Daley lauded the discipline and commitment that are the hallmark of the Chicago Fire Department. After calling the City Council's attention to the presence in the visitors' gallery of the families and friends of the honorees, Mayor Daley invited Firefighters Thomas W. Breakey, Thomas J. Maestre, and Jamar L. Sullivan and Firefighter/Paramedic Brian C. Herrli to the Mayor's rostrum where he conveyed his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF ILLINOIS NATIONAL GUARD
HONORED FOR COMMUNITY SUPPORT, NATIONAL
DEFENSE AND SELFLESS SACRIFICES ON
BEHALF OF GRATEFUL NATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- Together with Alderman Balcer, I transmit herewith a congratulatory resolution concerning the National Guard.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The National Guard, the oldest component of the Armed Forces of the United States and one of the nation's longest-enduring institutions, will celebrate its 371st anniversary on December 13, 2007; and

WHEREAS, The National Guard traces its origin to the civilian militias of the original thirteen English colonies in North America, with the oldest unit organized on December 13, 1636 in the Massachusetts Bay Colony militia; and

WHEREAS, After Illinois achieved statehood in 1818, the colonial militia of Illinois continued its service to the people of this State and the nation throughout the nineteenth century, making the largest contribution of personnel to the Union forces during the American Civil War; and

WHEREAS, Today, the Illinois National Guard is a joint Army and Air Force organization made up of 13,500 citizen soldiers and airmen, comprising 123 Army Guard units located at 53 armories and three Air Guard bases; and

WHEREAS, Operating under the Department of Military Affairs and led by an adjutant general, it is a unique military force that supports both the state and federal missions; and

WHEREAS, During its long and proud history, the Illinois National Guard has served the State by assisting civilian authorities during times of natural and man-made disasters, often being the first responders in their communities, and nationally by playing a major role in World War I, World War II, Korea, Vietnam, Desert Storm, Enduring Freedom and Iraqi Freedom and other operations around the world; and

WHEREAS, The Illinois National Guard contributed significantly to the more than 75,000 Army and Air Guard members called upon to help bring a swift end to Desert Storm in 1991; since that time, the National Guard has seen the nature of its federal mission change, with more frequent call-ups in response to crises in Haiti, Bosnia, and Kosova. Following the attacks of September 11, 2001, more than 50,000 Guard members were called up by both their states and the federal government to provide security at home and combat terrorism abroad; and

WHEREAS, During last winter's ice storms that struck Illinois, the Illinois National Guard came to the aid of the victims of the storms by deploying hundreds of its members to go door-to-door to assist citizens, and report downed wires and damaged houses, while Air Guard helicopters flew over highways and interstates looking for stranded motorists, and delivered supplies and food to those stranded at rest stops; and

WHEREAS, The Illinois Guardsmen and women, many of whom selflessly paid the ultimate sacrifice so others may live in peace and freedom, continue to perform their vital roles of community support and national defense that benefit all citizens of our State and country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twelfth day of December, 2007, do hereby honor and salute the service men and women of the Illinois National Guard for their immeasurable sacrifices on behalf of our country; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Major General William Enyart, Adjutant General of the Illinois National Guard, as a sign of our honor and respect.

On motion of Alderman Burke, seconded by Aldermen, Balcer, Fioretti, Cardenas, Suarez, Mitts and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed appreciation to the men and women of the Illinois Army and Air National Guard for their commitment to the safety and welfare of our state, our nation and our world. Lauding the bravery and proud tradition of service by the men and women of the Illinois National Guard throughout our nation's history, Mayor Daley cited the selfless actions by these dedicated citizen soldiers in military campaigns and emergency relief efforts and stated that a debt of gratitude is owed to these heroes. Mayor Daley also recognized the Illinois National Guard's commitment to public and community service through outreach programs such as the Lincoln's Challenge Academy, which provides education, intervention and mentorship for Illinois youth. After calling the City Council's attention to the presence in the commissioners' gallery of a delegation from the Illinois National Guard, Mayor Daley invited Major General William Enyart, Illinois National Guard Adjutant General, to the Mayor's rostrum, where he conveyed his personal gratitude and presented him with a parchment copy of the congratulatory resolution.

Referred -- APPOINTMENT OF MR. SCOTT V. BRUNER
AS DIRECTOR OF DEPARTMENT OF
ADMINISTRATIVE HEARINGS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I have appointed Scott V. Bruner as Director of Administrative Hearings.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. ELLEN K. SAHLI AS
COMMISSIONER OF DEPARTMENT OF HOUSING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I have appointed Ellen K. Sahli as Commissioner of Housing.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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COMMUNICATIONS, ETC.

16753

Referred -- APPOINTMENT OF MS. ELLEN K. SAHLI AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I have appointed Ellen K. Sahli as a member of the Community Development Commission, to a term effective immediately and expiring February 26, 2012, to succeed John G. Markowski, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. TIMOTHY S. WATSON
AS MEMBER OF CHICAGO COMMUNITY LAND
TRUST BOARD OF DIRECTORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I have appointed Timothy S. Watson as a member of the Chicago Community Land Trust Board of Directors, to a term effective February 1, 2008 and expiring February 1, 2010, to succeed Richard Townsell, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JODY P. WEISS AS
SUPERINTENDENT OF DEPARTMENT OF POLICE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

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COMMUNICATIONS, ETC.

16755

LADIES AND GENTLEMEN -- I have appointed Mr. Jody P. Weiss as Superintendent of Police.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS
TO CHICAGO COMMUNITY LAND TRUST
BOARD OF DIRECTORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- I have reappointed Joy Aruguete, Melissa A. Borino, Bruce A. Gottschall, William F. Little, Rosanna A. Marquez and Ofelia Navarro as members of the Chicago Community Land Trust Board of Directors, to terms effective February 1, 2008 and expiring February 1, 2010.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 2, 4 AND 11 OF MUNICIPAL
CODE OF CHICAGO CONCERNING HAZARDOUS MATERIALS
EMERGENCY PREPAREDNESS REQUIREMENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Environment, the Fire Commissioner, the Executive Director of Emergency Management and Communications and the Director of Business Affairs and Licensing, I transmit herewith and ordinance amending Chapter 11-4 of the Municipal Code regarding hazardous material preparedness.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 4, 8 AND 10 OF
MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF RIVERWALK VENUE
LIQUOR LICENSES.

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

12/12/2007

COMMUNICATIONS, ETC.

16757

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation and the Director of Business Affairs and Licensing, I transmit herewith an ordinance amending Chapter 4-60 of the Municipal Code regarding riverwalk venue liquor license.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF CENTRAL/WEST
SINGLE-FAMILY PROGRAM, EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT AND DESIGNATION OF NEIGH-
BORHOOD HOUSING SERVICES OF CHICAGO, INC.
AS ADMINISTRATOR OF TAX INCREMENT
FINANCING NEIGHBORHOOD
IMPROVEMENT 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

December 12, 2007.

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 to administer 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 RESTRUCTURE OF LOAN
AGREEMENT WITH EVANS LANGLEY LIMITED
PARTNERSHIP FOR REHABILITATION OF
AFFORDABLE HOUSING 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

12/12/2007

COMMUNICATIONS, ETC.

16759

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan modification for Evans Langley L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF PREFERRED-HALSTED L.L.C. AS
PROJECT DEVELOPER AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
AND ISSUANCE OF CITY-NOTE FOR
CONSTRUCTION OF RETAIL
SHOPPING CENTER AT
833 -- 901 WEST
115TH 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

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Preferred-Halsted L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF MUNICIPAL DEPOSITORIES
FOR CITY OF CHICAGO AND CHICAGO BOARD
OF EDUCATION FUNDS FOR YEAR 2008.

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

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance designating the 2008 municipal depositories.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

12/12/2007

COMMUNICATIONS, ETC.

16761

Referred -- SELECTION OF TWG-LCDC, L.L.C. AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT AND WAIVER
OF CERTAIN PERMIT FEES FOR CONSTRUCTION
OF AFFORDABLE HOUSING AT 3211, 3215
WEST DOUGLAS BOULEVARD AND 1308
SOUTH SAWYER AVENUE (GIDEON
HOMES PROJECT) 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

December 12, 2007.

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 funding and a fee waiver for TWG-LCDC, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PLAN, DESIGNATION OF
REDEVELOPMENT PROJECT AREA AND ADOPTION OF TAX
INCREMENT ALLOCATION FINANCING FOR WEED/
FREMONT 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

December 12, 2007.

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 establishing the Weed/Fremont T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONSENT OF ASSIGNMENT
BY AND RELEASE OF HANGER SITE LEASE FROM
DELTA AIRLINES INC. TO SKYWEST
AIRLINES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

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

12/12/2007

COMMUNICATIONS, ETC.

16763

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing a consent to an assignment of a hanger lease at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR XXXIII COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE TO PROVIDE
FUNDING FOR PUBLIC SERVICE PROJECTS
ADMINISTERED BY DEPARTMENT
OF HUMAN SERVICES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an adjustment to the Year XXXIII C.D.B.G. ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR FIRST AMENDMENT TO PRIOR
ORDINANCE WHICH AUTHORIZED SALE AND EXECUTION
OF REDEVELOPMENT AGREEMENT WITH NATIONAL
ITALIAN AMERICAN SPORTS HALL OF FAME
FOR PROPERTY AT 1423 -- 1431
WEST TAYLOR.

The Honorable Richard M. Daley, Mayor, submitted the following communication together with the proposed ordinance transmitted therewith. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Finance, said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

12/12/2007

COMMUNICATIONS, ETC.

16765

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a previously executed land sale agreement with the National Italian American Hall of Fame.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE 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

December 12, 2007.

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 -- AUTHORIZATION FOR AMENDMENTS TO PRIOR
ORDINANCES WHICH AUTHORIZED EXECUTION OF
REDEVELOPMENT AGREEMENTS WITH LANGSTON
COVE, L.L.C. AND ROSELAND NEW HOMES
PHASE II, L.L.C. FOR CONSTRUCTION OF
AFFORDABLE HOUSING AT VARIOUS
LOCATIONS 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 Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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 amendments to previously executed land sale agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED
PROPERTY AT 43 -- 59 EAST PERSHING ROAD TO TRC
SENIOR VILLAGE I, NFP FOR CONSTRUCTION OF
SUPPORTIVE HOUSING FOR SENIORS.

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

12/12/2007

COMMUNICATIONS, ETC.

16767

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

December 12, 2007.

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 a conveyance of property at 43 -- 59 East Pershing Road to TRC Senior Village I, NFP.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
1801 NORTH KIMBALL AVENUE AND 1802 NORTH SPAULDING
AVENUE AND SUBSEQUENT CONVEYANCE TO CHICAGO
PARK DISTRICT FOR ESTABLISHMENT OF
BLOOMINGDALE LINEAR PARK WITHIN
LOGAN SQUARE NEIGHBORHOOD.

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

December 12, 2007.

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 an acceptance of property and conveyance to the Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
415 -- 423 EAST 79TH STREET FOR CONSTRUCTION OF
NEW REPLACEMENT WHITNEY YOUNG BRANCH
LIBRARY AND ANCILLARY IMPROVEMENTS.

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

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission,

12/12/2007

COMMUNICATIONS, ETC.

16769

I transmit herewith an ordinance authorizing an acquisition of property in the 400 block of East 79th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF
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

December 12, 2007.

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 -- AUTHORIZATION FOR EXECUTION OF LEASE
AGREEMENTS 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

December 12, 2007.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- UNITED STATES CONGRESS URGED TO PASS HOUSE
BILLS "MORTGAGE FORGIVENESS DEBT RELIEF ACT"
AND "HELPING FAMILIES SAVE THEIR HOMES ACT"
AND COMMITTEE OF HOUSING URGED TO
HOLD HEARING ON EXPLORING
FORECLOSURE RELIEF.

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

12/12/2007

COMMUNICATIONS, ETC.

16771

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 12, 2007.

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

LADIES AND GENTLEMEN -- Together with Aldermen Suarez, Balcer Cárdenas, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Zalewski, Dixon, Solis, Waguespack, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith and Stone, I transmit herewith a resolution urging support of federal legislation, and calling for a hearing, concerning foreclosure relief.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable Miguel del Valle, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- OATH OF OFFICE OF MR. JOSEPH M. MALATESTA
AS TRUSTEE OF MUNICIPAL EMPLOYEES' ANNUITY AND
PENSION BOARD FUND OF CHICAGO.

The oath of office of Mr. Joseph M. Malatesta as Trustee of the Municipal Employees' Annuity and Pension Board Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF AND DESIGNATION OF
INTEREST RATES FOR CITY OF CHICAGO COLLATERALIZED
SINGLE-FAMILY MORTGAGE REVENUE BONDS,
SERIES 2007-2K AND 2007-2L.

A communication from Mr. Paul A. Volpe, Chief Financial Officer, under the date of November 30, 2007, transmitting the Notification of Sale and Designation of Interest Rates thereto, together with the Bond Purchase Agreement, the Trust Indenture and the Official Statement for the issuance and sale of City of Chicago Collateralized Single-Family Mortgage Revenue Bonds, Series 2007-2K and 2007-2L, which was *Placed on File*.

Placed On File -- REVISED OGDEN/PULASKI TAX INCREMENT
FINANCING REDEVELOPMENT PLAN AND PROJECT FOR
OGDEN/PULASKI REDEVELOPMENT PROJECT AREA.

A communication from Mr. Keith A. May, Assistant Corporation Counsel, under the date of December 7, 2007, transmitting the revised Ogden/Pulaski Tax Increment Financing Redevelopment Area Plan and Project for the Ogden/Pulaski Redevelopment Project Area, which was *Placed on File*.

Placed On File -- REVISED WEED/FREMONT REDEVELOPMENT PLAN
AND PROJECT FOR WEED/FREMONT TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. Keith A. May, Assistant Corporation Counsel, under the date of December 7, 2007, transmitting the revised Weed/Fremont Tax Increment Financing Redevelopment Area Plan and Project for the Weed/Fremont Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

Placed On File -- PARTIAL RELEASE AND RELOCATION AGREEMENT
WITH LEVEL 3 COMMUNICATIONS L.L.C AND UNION PACIFIC
RAILROAD COMPANY IN CONNECTION WITH O'HARE
MODERNIZATION PROGRAM.

A communication from Ms. Jamie L. Rhee, General Counsel, O'Hare Modernization Program, under the date of November 15, 2007, transmitting the Partial Release and Relocation Agreement with Level 3 Communications L.L.C. and Union Pacific Railroad Company for installation, use, inspection, maintenance, repair, rehabilitation, replacement and removal of fiber optic communications facilities across and through City-owned Interim Alignment Property at O'Hare International Airport in connection with O'Hare Modernization Program, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 1999.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the

Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to the Regional Transportation Authority Act for Year 1999, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2000.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2000, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2001.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads

and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2001, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2002.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2002, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2003.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads

and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2003, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2004.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to Chicago Transit Authority as annual matching grant pursuant to the Regional Transportation Authority Act for Year 2004, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2005.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways,

Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2005, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2006.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2006, which was *Placed on File*.

Placed On File -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO
TRANSIT AUTHORITY AND COUNTY OF COOK FOR
ALLOCATION OF MOTOR FUEL TAX FUNDS TO
CHICAGO TRANSIT AUTHORITY AS ANNUAL
MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT FOR
YEAR 2007.

A communication from Ms. Diane M. O'Keefe, P.E., Deputy Director of Highways,

Region One Engineer, by Mr. Christopher J. Holt, P.E., Bureau Chief of Local Roads and Streets, under the date of November 21, 2007, transmitting approval by the Illinois Department of Transportation of an ordinance authorizing execution of an intergovernmental agreement with the Chicago Transit Authority and the County of Cook for allocation of Motor Fuel Tax funds to the Chicago Transit Authority as annual matching grant pursuant to Regional Transportation Authority Act for Year 2007, which was *Placed on File*.

*Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORT
FOR PERIOD ENDED SEPTEMBER 30, 2007.*

The following documents received in the Office of the City Clerk from Mr. Steven J. Lux, City Comptroller, were *Placed on File*:

City of Chicago Corporate Purposes Fund Cash Report: Condensed Statement of cash receipts and disbursements for three (3) months ending September 30, 2007;

City of Chicago Statement of Funded Debt as of September 30, 2007; and

City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 2007.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on November 13, 2007, 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 December 11, 2007 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 November 13, 2007, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

*Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.*

Applications (in duplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Dave Abrams, President of Roof Top View Condominium Association -- to classify as a B3-3 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

a line 297.40 feet north of and parallel to West Addison Street; the public alley next east of and parallel to North Sheffield Avenue; and a line 267.40 feet north of and parallel to West Addison Street.

Alexian Brothers Bonaventure House -- to classify as an RT4 Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 20-B bounded by:

South Saginaw Avenue; a line approximately 240 feet north of the north line of East 85th Street; a line approximately 148.80 feet east of the east line of South Saginaw Avenue; a line approximately 255.5 feet north of the north line of East 85th Street; a line approximately 155.30 feet east of the east line of South Saginaw Avenue; and a line approximately 396.49 feet north of the north line of East 85th Street.

American Eagle Bank of Chicago -- to classify as a C2-3 Motor Vehicle-Related Commercial District instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 1-H bounded by:

West Superior Street; North Ashland Avenue; West Huron Street; a line 103.13 feet west of and parallel to North Ashland Avenue; the alley next north of West Huron Street; and a line 79.14 feet west of and parallel to North Ashland Avenue.

Banner Development Inc., in care of Law Offices of Mr. Samuel V.P. 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 20-B bounded by:

a line 215.46 feet northwest of the intersection of South Commercial Avenue and South Baltimore Avenue (as measured along the easterly right-of-way line of South Baltimore Avenue and perpendicular thereto); the alley next northeast of and parallel to South Baltimore Avenue; a line 189.20 feet northwest of the intersection of South Commercial Avenue and South Baltimore Avenue (as measured along the easterly right-of-way line of South Baltimore Avenue and perpendicular thereto); and South Baltimore Avenue.

Banner Development Inc., in care of Law Offices of Mr. Samuel V.P. 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 20-B bounded by:

East 80th Place; a line 25 feet east of and parallel to South Commercial Avenue; the alley next south of East 80th Place; and South Commercial Avenue.

Banner Development Inc., in care of Law Offices of Mr. Samuel V.P. 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 20-B bounded by:

a line 123 feet south of and parallel to East 80th Street; the alley next east of and parallel to South Burnham Avenue; a line 148 feet south of and parallel to East 80th Street; and South Burnham Avenue.

Ms. Jill Billhorn -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 7-G bounded by:

a line 96 feet east and parallel to North Clifton Avenue; the alley next north and parallel to East Wellington Avenue; a line 120 feet east and parallel to North Clifton Avenue; and West Wellington Avenue.

Sigifredo Cazares and Maria Elena Cazares -- to classify as a C1-1 Neighborhood Commercial District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 6-J bounded by:

a line 25 feet north of and parallel to West 31st Street; South Avers Avenue; West 31st Street; and the public alley next west of and parallel to South Avers Avenue.

Christ The King Jesuit College Preparatory School and Chicago Jesuit Academy -- to classify as an Institutional Planned Development instead of an RT4 Two-Flat, Townhouse and Multi-Unit District the area shown on map Number 2-L bounded by:

West Quincy Street; a line 531.12 feet east of and parallel to South Leamington Avenue; West Jackson Boulevard; and South Leamington Avenue.

Mr. Carlos L. Garcia -- to classify as a C1-3 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-H bounded by:

West 18th Street; a line 225.40 feet west of and parallel to South Oakley Avenue (as measured along the south right-of-way line of West 18th Street); the public alley next south of West 18th Street; and a line 293.84 feet east of and parallel to South Western Avenue (as measured along the south boundary line of West 18th Street).

Mr. Boris Genkin -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-G bounded by:

West Thomas Street; a line 176.50 feet east of North Ashland Avenue; the alley south and parallel to West Thomas Street; and a line 200.50 feet east of North Ashland Avenue.

GIA Bell L.L.C. -- to classify as a B1-3 Neighborhood Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

a line 82.18 feet west and parallel to North Bell Avenue; the alley next north and parallel to West Lawrence Avenue; North Bell Avenue; and West Lawrence Avenue.

Mr. Sergio Gomez -- to classify as an M1-2 Limited Manufacturing/Business Park District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-K bounded by:

a line 106 feet north of and almost parallel to the north line of West Fifth Avenue (as measured along the east line of South Cicero Avenue); the public alley next east of and parallel to South Cicero Avenue; a line 56 feet north of and almost parallel to the north line of West Fifth Avenue (as measured along the east boundary line of South Cicero Avenue); and South Cicero Avenue.

Elston Green L.L.C., in care of Mr. James J. Banks -- to classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 9-G bounded by:

West Dakin Street; the alley next east of and parallel to North Sheridan Road; a line 155.4 feet south of and parallel to West Dakin Street; and North Sheridan Road.

Mr. James E. Hack -- 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 14-M bounded by:

a line 121.53 feet north of and parallel to West 57th Street; the public alley next east of and parallel to South McVicker Avenue; a line 181.53 feet north of and parallel to West 57th Street; and South McVicker Avenue.

Mr. Gabriel Hidalgo -- to classify as a C3-1 Commercial, Manufacturing and Employment District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 14-I bounded by:

the public alley next north of and parallel to West 63rd Street; a line 83.12 feet east of and parallel to South Troy Street; West 63rd Street; and a line 58.12 feet east of and parallel to South Troy Street.

Ms. Beata Kiszka -- 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 17-N bounded by:

a line 125 feet north of and parallel to West Schreiber Avenue; North Neva Avenue; West Schreiber Avenue; and a line 50 feet west of and parallel to North Neva Avenue.

Mr. Branko Manojlowski -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 15-G bounded by:

a line 200 feet north of and parallel to West Bryn Mawr Avenue; North Winthrop Avenue; a line 150 feet north of and parallel to West Bryn Mawr Avenue; and the alley next west of North Winthrop Avenue.

Mount Carmel Missionary Baptist Church -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 10-E bounded by:

the alley next north of and parallel to East 42nd Street; a line 140.00 feet west of and parallel to South Cottage Grove Avenue; East 42nd Street; a line 225.00 feet west of and parallel to South Cottage Grove Avenue; a line 125.35 feet north of and parallel to East 42nd Street; and a line 200 feet west of and parallel to South Cottage Grove Avenue.

New West Kedzie, L.L.C., in care of Mr. Ted Mazola -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 2-I bounded by:

West Arthington Street; the north/south public alley next east of and parallel to South Kedzie Avenue; a line 33 feet south of and parallel to West Arthington Street; and South Kedzie Avenue.

O.G. Construction, Inc. -- to classify as an RM5 Residential Multi-Unit District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 1-J bounded by:

the public alley next south of and parallel to West Chicago Avenue; North Avers Avenue; a line 72.60 feet south of and parallel to the public alley next south of and parallel to West Chicago Avenue; and the public alley next west of and parallel to North Avers Avenue.

Brian Pfeiffer -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-1 bounded by:

the public alley next northeast of and parallel to North Elston Avenue; a line 625 feet northwest of the west boundary line of North Campbell Avenue (as measured along the northeast boundary line of North Elston Avenue); North

Elston Avenue; and a line 650 feet northwest of the west boundary line of North Campbell Avenue (as measured along the northeast boundary line of North Elston Avenue).

Mr. Tom Plunkett, Beneficial Owner, Trust Number 31934 dated September 10, 2004, Park National Bank as trustee, in care of Law Offices of Samuel V.P. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-I bounded by:

North Elston Avenue; West George Street; a line 96.27 feet west of the intersection of North Elston Avenue and West George Street (as measured along the north right-of-way line of West George Street and perpendicular thereto); and a line 95.94 feet northwest of the intersection of North Elston Avenue and West George Street (as measured along North Elston Avenue and perpendicular thereto).

Mr. Richard Pruitt -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number 6-I bounded by:

West 25th Street; South Artesian Avenue; the easterly right-of-way line of the Chicago, Burlington & Quincy Railroad; a line 108 feet south of and parallel to West 25th Street; and a line 197.22 feet west of and parallel to South Artesian Avenue.

Mr. Andrew Ramir -- to classify as a C1-2 District instead of an M1-2 District the area shown on Map Number 7-H bounded by:

West Nelson Street; the north/south public alley next east of and parallel to North Western Avenue; a diagonal line commencing on the east right-of-way line of the said public alley at a point of beginning located 128.35 feet south of the said public alley's intersection with West Nelson Street and extending therefrom a distance of 39 feet on a southwesterly angle of 122 degrees, 41 minutes to said line's intersection with the north branch of the Chicago River; the north branch of the Chicago River; and North Western Avenue.

River Road Expansion Partners, L.L.C. -- to classify as Business Planned Development Number 229, as amended, instead of Business Planned Development Number 229 the area shown on Map Number 13-S bounded by:

a line 194.19 feet north of and parallel to West Foster Avenue; North River Road; West Foster Avenue; and North Wesley Terrace.

Rivstar, Inc. -- to classify as a B2-1.5 Neighborhood Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number 6-I bounded by:

West 24th Street; the public alley next west of and parallel to South Western Avenue; the public alley south of and parallel to West 24th Street; and a line 96 feet west of and parallel to South Western Avenue (as measured along the south boundary line of West 24th Street).

Mr. Salamat 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 and further, to classify as a Residential Planned Development instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-F bounded by:

West 44th Street; a line 59.92 feet south of and parallel to West 44th Street; the alley next east of South Laramie Avenue; a line 149.98 feet north of and parallel to West 45th Street; West 45th Street; and South Laramie Avenue.

Mr. Lubomir Sicar -- 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-L bounded by:

West 53rd Place; a line 51 feet west of and parallel to South Laramie Avenue; a line 133.41 feet south of and parallel to West 53rd Place; and a line 126 feet west of and parallel to South Laramie Avenue.

TSL Properties L.L.C. -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-G bounded by:

the elevated railroad line 50 feet southwest of and parallel to North Bissell Street; a line 42 feet southeast of West Willow Street and perpendicular to North Bissell Street; North Bissell Street; and a line 117 feet southeast of West Willow Street and perpendicular to North Bissell Street.

Ms. Julia Ugarte -- to classify as a B1-1 Neighborhood Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-F bounded by:

West 18th Street; South Desplaines Street; the public alley next south of and parallel to West 18th Street; and a line 25 feet west of and parallel to South Desplaines Street.

79th Street Limited Partnership -- to classify as an RM6 Residential Multi-Unit District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 18-I bounded by:

West 79th Street; South California Avenue; the alley next south of and parallel to West 79th Street; and South Mozart Avenue.

722 L.L.C. -- to classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 10-E bounded by:

a line 28.82 feet west of South Evans Avenue; the alley next north of and parallel to East 47th Street; South Evans Avenue; and East 47th Street.

4201 North Lincoln L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1.5 Neighborhood Shopping District the area shown on Map Number 11-H bounded by:

North Lincoln Avenue; a line 166.50 feet northwest of and parallel to West Berteau Avenue; the alley next east of and parallel to North Lincoln Avenue; the alley 109.70 feet east of North Lincoln Avenue and perpendicular to West Berteau Avenue; and West Berteau Avenue.

5692 North Ridge L.L.C. -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 15-G bounded by:

a line 37.10 feet southeast of West Hollywood Avenue (as measured along the southwesterly line of North Ridge Avenue and running perpendicular to North Ridge Avenue); the alley next southwest of North Ridge Avenue; a line 87.10 southeast of West Hollywood Avenue (as measured by the southwesterly line of North Ridge Avenue and running perpendicular to North Ridge Avenue); and North Ridge 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:

Allen Peter N., Alvarado Esiquio;

Bober Christopher, Bravieri Art N.;

Carthans Clemmie, Country Mutual Insurance Company and Todd D. Bosse;

Denney Melissa, Dorjpurev Chuluunbaatar;

Eftekhari Kambiz, Emory Robert, Estrada Angela;

First Acceptance Services Insurance Company and Samuel C. Kendrick, Freedman Walter G.;

GEICO Direct and Caroline Gosselin, Giemza Jakub A., Gigliotti Anita R., Griffin John A.;

Han Chi-Chih, Hoang Trang T., Hunt Amanda R.;

Johnson Donna L., Johnson Rena B., Jones Fred G.;

Kellum Angelena, Kostman Milford F., Kunovic Frank G.;

Linzy Donald R., Lopez-Marin Juan J., Luster Tyrone;

Mahan Robin A., Martin Areaun, Matos Sabina, McLemore Cyrell R., Moore Danicka K.;

Oluyadi Florence O.;

Platt Quentin, Pollio Arthur J., Prehm Josephine, Progressive Northern Insurance Company and Steve Cohen;

Reggios Pizza/John M. Clark, Jr., Reymer Eva, Rice Gerald A., Rodriguez Bill W.;

Santry Patrick, SeilanianToosi Mehrdad, Sire Gertraud M., Solis Juan, State Farm Insurance Company (4) Gary Franklin, Richard F. Gernhofer, Dale Ginger and Anna Kagan;

Sullivan Brian E.;

Tokar Kathleen M.;

Unique Insurance Company and Rammona Adair;

Volmut Jason A.;

Wilson Doris T., Weatherspoon Gwendolyn C., Woods Sabrina A.,

Zonis Pierre.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a)
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF PARKING RESTRICTIONS
FOR SPECIAL TYPES OF VEHICLES.

A communication from The Honorable Miguel del Valle, City Clerk, transmitting a

proposed ordinance amending Title 9, Chapter 64, Section 170(a) of Municipal Code of Chicago which would allow Aldermen of Wards to evaluate vehicles for compliance with relevant provisions of the Municipal Code of Chicago and issue special parking permits for such vehicles, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3166 NORTH LINCOLN AVENUE.

A communication from Mr. Joseph E. Dahir, Legacy Outdoor, L.L.C., transmitting a proposed order which would authorize the issuance of a permit for the installation of a sign/signboard at 3166 North Lincoln Avenue, which was *Referred to the Committee on Buildings*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF HUMBOLDT PARK RECEPTORY BUILDING AND STABLE AT 3015 WEST DIVISION STREET AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of November 28, 2007, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Humboldt Park Receptory building and stable at 3015 West Division Street as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF THIRD UNITARIAN CHURCH BUILDING AT 301 NORTH MAYFIELD AVENUE AS CHICAGO LANDMARK.

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

Planning and Development, Landmarks Division, under the date of December 11, 2007, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Third Unitarian Church building at 301 North Mayfield Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- ACCEPTANCE OF RECOMMENDATION BY COMMISSION
ON CHICAGO LANDMARKS FOR DEMOLITION OF NON-
CONTRIBUTING BUILDING IN HISTORICAL
LANDMARK DISTRICT AT 3215 -- 3219
WEST FULLERTON AVENUE.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of December 7, 2007, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed order for demolition of a non-contributing building at 3215 -- 3219 West Fullerton Avenue in the Logan Square Boulevards Landmark District, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF TITLES 3 AND 4 OF MUNICIPAL CODE OF
CHICAGO REGARDING ANNUAL RETURN TAXES AND
OTHER REVENUE MEASURES.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing amending Section 3-4-186 and Section 4-156-010 of the Municipal Code of Chicago regarding annual returns for taxes and other revenue measures, 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, with one dissenting vote.

Alderman Muñoz voted "no" in 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 3-4-186 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

3-4-186 Annual Returns.

A. For all periods beginning on or after January 1, 2000, returns for taxes and other revenue measures set forth in subsection B of this section (the "annual return taxes") shall be filed with the department on an annual basis. Each annual return shall be on a form prescribed by the director and shall be filed on or before August 15 of each year. Except for the first annual return due on or

before August 15, 2000, which shall cover the period January 1, 2000 to June 30, 2000, annual returns shall report tax liabilities and other applicable information for the 12-month period ending the immediately preceding June 30 (the "annual tax year").

B. The following revenue measures, and such other revenue measures as the city council may designate in the future, are annual return taxes, the returns for which shall be filed on an annual basis:

Table Inset:

Annual Return Tax	Municipal Code Chapter/Section
Amusement Tax	4-156
<u>Bottled Water Tax</u>	<u>3-43</u>
Distribution of Electricity Tax	3-40
Distribution of Gas Tax	3-40
Electricity Use Tax	3-53
Electricity Infrastructure Maintenance Fee	3-54
Emergency Telephone System Surcharge	3-64
Emergency Telephone Fee -- Wireless	7-50
Employers' Expense Tax	3-20
Fountain Soft Drink Tax	3-45
Ground Transportation Tax	3-46
Hotel Accommodation Tax	3-24
Liquor Tax	3-44
Motor Vehicle Lessor Tax	3-48
Parking Lot and Garage Operations Tax	4-236

Annual Return Tax	Municipal Code Chapter/Section
Personal Property Lease Transactions Tax	3-32
Restaurant and other Places for Eating Tax	3-30
Simplified Telecommunications Tax	3-73
Use tax for nontitled personal property -- Contractors	3-27-070(C)
Use tax for nontitled personal property -- Retailers	3-27-080
Use Tax for Titled Property	3-28
Vehicle Fuel Tax	3-52

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-156-010 of the Municipal Code of Chicago, as amended by the ordinance passed by the City Council on November 13, 2007, is hereby further amended by deleting the language struck through, as follows:

4-156-010 Definitions.

For purposes of this chapter:

(Omitted text is unaffected by this ordinance.)

“Paid television” means programming that can be viewed on a television or other screen, and is transmitted by cable, fiber optics, laser, microwave, radio, satellite or similar means to members of the public for consideration.

“Patron” means a person who, ~~by purchasing, owning and/or possessing a ticket,~~ acquires the privilege to enter, to witness, to view or to participate in an amusement.

“Person” means any natural individual, firm, society, foundation, institution, partnership, limited liability company, association, joint stock company, joint

partnership, limited liability company, association, joint stock company, joint venture, public or private corporation, receiver, executor, trustee or other representative appointed by the order of any court, or any other entity recognized by law.

(Omitted text is unaffected by this ordinance.)

SECTION 3. The purpose of this ordinance is to eliminate ambiguity and clarify rather than change the law.

SECTION 4. This ordinance takes effect January 1, 2008.

AMENDMENT OF TITLES 3, 4, 7 AND 9 OF MUNICIPAL CODE
OF CHICAGO BY FURTHER REGULATION OF CITY
OF CHICAGO WHEEL TAX ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance, as amended, authorizing the amending of Chapter 3-56 of the Municipal Code of Chicago regarding the redefinition of Commercial Vehicle and the further regulation of the City of Chicago wheel tax ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance, as amended, transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 3-56 of the Municipal Code of Chicago is hereby amended by adding a new Section 3-56-075 and by deleting the language struck through and by inserting the language underscored, as follows:

3-56-010 Interpretation Of Chapter.

For the purpose of this chapter:

(Omitted text is unaffected by this ordinance.)

"Moped" means a vehicle capable of being powered by either the muscular power of man or as a motor vehicle at the discretion of the operator. For the purpose of licensing, a moped shall be licensed as a motor bicycle or motor tricycle.

"Motor scooter" means a two-wheeled motor vehicle with a step-through frame.

(Omitted text is unaffected by this ordinance.)

"Residing within the city" means and includes the owning, leasing, or otherwise controlling of property or a place of business wherein motor vehicles, ~~trailer~~, or semi-trailers are stored, repaired, serviced, loaded, or unloaded within the city in connection with such business.

(Omitted text is unaffected by this ordinance.)

“Trailer” means a vehicle designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

“Wheel tax license emblem” shall include any temporary or permanent wheel tax license sticker, transparent wheel tax license sticker, or any license tag, plate, or other license emblem, issued to a holder of any wheel tax license provided by this chapter or purchased by a holder of any wheel tax license provided by this chapter from the city clerk or any contractor or any of its vendors in accordance with Section 3-56-075 of this Code.

(Omitted text is unaffected by this ordinance.)

3-56-020 License Required.

It shall be unlawful for any motor vehicle owner residing within the city to use, or to cause or permit any of the owner’s agents, employees, lessees, licensees or bailees, to use, any motor vehicle or any other vehicle upon the public ways of the city or upon any city-owned property, unless such vehicle is licensed as provided in this chapter. Trailers are exempted from this license requirement. There shall be a presumption that any vehicle parked in any public garage, as defined in Chapter 4-232, or any parking lot open to pedestrian traffic, used the public ways to arrive at its location. Commercial motor vehicles, as defined in ~~Paragraph 2 of Section 1-111.8~~ Section 1-111.8 of the Illinois Vehicle Code, codified as 625 ILCS 5/1-111.8, as amended, which are registered pursuant to the International Registration Plan shall be exempt from the licensing requirements of this chapter.

The owner of a motor vehicle or any other vehicle who resides in the city but maintains a situs or base of such vehicle located outside of the city shall be entitled to a credit against the appropriate license fee provided for herein in the amount of any wheel tax license fee paid for such vehicle to the municipality where such vehicle is based; provided, however, that in no event shall the license fee be reduced to an amount less than the wheel tax license fee for passenger automobiles.

It shall be unlawful for any person under the age of 16 years to operate on the streets of the city a motorcycle, powercycle, bicycle with motor attached, or power scooter, with a motor which produces not to exceed five brake horsepower.

No person shall operate a motor vehicle as set forth in this chapter without said vehicle being duly licensed as prescribed herein. The operator of any such motor vehicle shall be subject to the same penalties as the owner for the violation of any of the terms of this ordinance.

3-56-021 New City Residents Or New Vehicle Purchases.

Any person alleged to have violated either the license requirement set forth in Section 3-56-020 or the license display requirement set forth in Section 9-64-125 may raise as an affirmative defense that (1) such person resided in the city for less than 30 days at the time he or she was cited for violation or (2) the cited vehicle was purchased less than 30 days prior to the issuance of the violation. If the alleged violator can demonstrate, by clear and convincing evidence, that he or she resided in the city for less than 30 days or owned the vehicle for less than 30 days at the time the citation was issued, and that the appropriate fee was paid in accordance with Chapter 3-56 no later than 30 days following the commencement of city residence or purchase of the vehicle no liability shall exist. A showing of recent residency may be made by a lease, utility billing records or other appropriate documents. A showing of recent vehicle purchase may be made by applicable vehicle registration or title documents issued by the Secretary of State or other appropriate documents. Any person who knowingly provides inaccurate information in connection with this section shall be fined in an amount not to exceed less than \$500.00 and not more than \$1,000.00.

3-56-030 Application.

Any person desiring a license for any such motor vehicle or other vehicle shall file an application with the city clerk, ~~upon a form provided therefor,~~ which shall set forth the name and address of the applicant, a description of the vehicle for which the license is desired, and such other information as may be prescribed. ~~Such application shall be transmitted to the mayor.~~

3-56-040 Issuance.

Upon the payment by the applicant of the license fee hereinafter provided, the ~~mayor~~ city clerk shall issue, or cause to be issued, a wheel tax license ~~which shall be attested by the city clerk authorizing the use of such vehicle within the city.~~ The annual period for every such license shall begin on July 1st, and end on June 30th of the year following the year of issuance. However, any permit purchased before July 1 for the annual period to begin July 1 of that year, will be considered valid as soon as it is purchased and affixed as described in Sections 3-56-060, 3-56-070, 3-56-090 and 9-76-170. The city clerk shall have authority to provide a grace period not exceeding 30 (thirty) days, during times of heavy volume of applications, for all persons desiring to buy a wheel tax license emblem.

3-56-050 Fees.

- (a) Applicable license fees are as follows:

Vehicle	Fee
Smaller passenger automobiles; ~~ambulances and hearses~~	\$75.00
Larger passenger automobiles, <u>ambulances and hearses</u>	120.00

The city clerk shall maintain a list of makes and models of passenger automobiles classified as "smaller" or "larger" for the purposes of this provision. The list shall be available for public inspection at any time during the clerk's regular business hours.

<u>Smaller or larger Passenger passenger</u> automobiles only, not more than one vehicle, registered to a person 65 years of age or older, upon satisfactory proof of age and vehicle ownership	30.00
Replacement passenger ~~vehicle sticker~~ <u>wheel tax license emblem</u> registered to a person 65 years of age or older, upon satisfactory proof of age, proof of purchase and original damaged ~~sticker~~ <u>wheel tax license emblem</u> or police report of theft	No fee
Antique motor vehicles	30.00
Motor bicycles, motor tricycles, <u>motor scooter</u> or mopeds	45.00
Municipally owned vehicles	No fee
Vehicles licensed to disabled veterans or to persons who, while serving in the United States Armed Forces, were taken prisoner of War	No fee
~~School and church~~ <u>Tax-exempt</u> <u>organization-owned</u> buses	No fee
<u>Trailers</u>	<u>No fee</u>

All other vehicles, including trucks,
tractor-semitrailer units, motor
buses and recreational vehicles:

16,000 lbs gross vehicle weight or less 180.00

Over 16,000 lbs gross vehicle weight 420.00

(Omitted text is unaffected by this ordinance.)

- (e) Failure to purchase the required license shall be a violation of this section.
- (f) The city clerk or his designee shall charge any applicant a fee of \$1 per wheel tax license for the processing of license fees made by mail or on the Internet.

3-56-070 License Wheel Tax License Emblems.

The city clerk or his designee shall deliver to the holder of any wheel tax license for ~~an automobile, recreational vehicle, motor truck, motor ambulance or hearse, motor coach or motor bus~~ any motor vehicle or other vehicle, a wheel tax sticker license emblem, which shall bear the ~~words "Vehicle Tax" and word "Chicago"~~ word "Chicago", and the numerals designating the year for which such license is issued, ~~a reproduction of the corporate seal of the city~~, the names of the mayor and the city clerk, the name of the class to which such vehicle belongs, and a number identical with the number of such license. Such wheel tax sticker license emblem may bear information indicating residential permit parking, if applicable. In addition, sticker wheel tax license emblems issued either to disabled veterans or to former prisoners of war, pursuant to Section 3-56-050, shall bear the word "Veteran".

Such ~~sticker~~ wheel tax license emblem shall be affixed, in accordance with the instructions printed thereon which are made a part hereof, and without the use of supplemental adhesives, at the lower right-hand corner on the inside of the glass portion of the windshield of such motor vehicle, ~~approximately one inch from the right and lower sections of the frame of such windshield.~~

The city clerk shall change annually the ~~predominant~~ background colors of such wheel tax sticker license emblems.

The city clerk shall have the authority to issue temporary wheel tax license emblems to the holder of any license provided by this chapter for any motor vehicle or other vehicle. Such temporary wheel tax license emblem shall be affixed, in accordance with the instructions printed thereon which are made a part thereof, at the lower right-hand corner on the inside of the glass portion of the windshield of such motor vehicle. Such temporary wheel tax license emblem shall cease to be valid 30 days after its issuance.

3-56-075 Sale Of Wheel Tax License Emblems.

(a) Service Contracts. In addition to distribution by the city clerk of wheel tax license emblems, the city clerk may enter into contracts ("services contract") with no more than 5 entities to be selected by the city clerk to sell license emblems in any calendar year (each such entity shall be known as a "contractor"). Such contractors may sell such emblems directly or through subcontractors to be selected by the contractors, subject to the approval of the city clerk (each subcontractor that is vending wheel tax license emblems may be known herein as a vendor). Sales of wheel tax license emblems shall be in accordance with the provisions of this Code and with such regulations and rules as are promulgated by the city clerk.

The services contracts may contain such terms as the city clerk deems necessary to effectuate the sale of the emblems, including but not limited to terms obligating the contractors to pick up the emblems from the city, transmit the emblems to the locations at which they will be sold by vendors, verify that the purchasers of the emblems have submitted a complete and correct information, and to provide a detailed accounting of the transactions to enable the city clerk's office to verify that the services have been performed in accordance with legal requirements.

Any contractor or vendor of such contractor shall derive its entire compensation by collecting a fee from those purchasing wheel tax license emblems, which may not exceed \$5.50 per emblem ("fee"). All proceeds from the sale of the emblems by any contractor or vendor of such contractor, but not including the fee, shall be deposited by the contractor or its vendor into a city account in a depository designated by the city council as an approved depository; such deposits shall be made no later than four business days after the contractor or its vendors receive payment from the purchaser of the emblem. Contractors may not deduct any costs or fees from the proceeds before depositing them into the city accounts.

(b) Rules Governing Sale Of Wheel Tax License Emblems. Any contractor or any vendor of such contractor shall sell wheel tax license emblems to any person desiring a license for any motor vehicle or other vehicle upon (i) verifying that the purchasers of the emblems have submitted complete and correct information as required by the city clerk; and (ii) payment of a license fee in accordance with Section 3-56-050 of this Code. Any sale of wheel tax license emblems by any contractor or any of its vendors must be conducted in person in a single over-the-counter transaction and any such contractor or vendor shall not sell any such emblems by mail or on the Internet. The city clerk or his designee is authorized to limit the classes and types of wheel tax license emblems that may be sold by any contractor or any of its vendors.

(c) Rules And Regulations And Fine For Violations. The city clerk is authorized to adopt such rules and regulations as he may deem appropriate for the proper administration and enforcement of the provisions of this section. Any

contractor or vendor that violates any of the provisions of this section or any rules or regulations promulgated pursuant to this section shall be fined \$200.00 for the first offense and \$1,000.00 for any second or subsequent offense occurring within a period of one year. Each such violation shall constitute a separate and distinct offense. The fines provided in this subsection are in addition to any sanction or remedy available for the city under the service contract.

The provisions of this section or any rules or regulations promulgated pursuant to this section may be enforced by investigators of the city clerk's office or the members of the police department.

3-56-080 Sale Of Vehicle.

Immediately upon the sale of any vehicle licensed under this chapter, when such sale is made prior to the date of expiration of such wheel tax license, the ~~vendor vehicle dealer or seller~~ shall remove the any wheel tax license tag, plate, transparent sticker, or other license emblem from the vehicle so sold. Thereupon such wheel tax license emblem shall cease to apply to the vehicle so sold.

Except where a vehicle license has been regularly transferred as hereinafter provided in Section 3-56-100, it shall be the duty of the purchaser of any used automobile or other vehicle to remove and deliver to the vendor or the vendor's agent immediately any wheel tax license tag, plate, transparent sticker or other license emblem which may be attached to such vehicle at the time of the purchase thereof, which the vendor of such vehicle may have refused, failed or omitted to detach from such vehicle as hereinabove required. It shall be unlawful for any such purchaser to use, sell or offer for sale such used automobile or other vehicle without first having removed all any such wheel tax license tags, plates, transparent stickers or other license emblems emblem.

3-56-090 Affixing Plates Or Wheel Tax License Emblems.

(a) It shall be unlawful for any person to affix or cause to be affixed any wheel tax license tag, plate, transparent sticker or other license emblem to any automobile or other vehicle other than the vehicle to which such wheel tax license tag, plate, transparent sticker or other license emblem was intended to be affixed at the time of the issuance thereof by the city clerk.

(b) It shall be unlawful for any person other than the city clerk or ~~an agent of the city clerk~~ a contractor or any of its vendors as provided in Section 3-56-075 of this Code, to knowingly sell, offer for sale, expose for sale, or acquire for the purposes of sale any wheel tax license tag, plate, transparent sticker or other license emblem.

(c) It shall be unlawful for any person to purchase any wheel tax license tag, plate, transparent sticker or other license emblem from any person other than the city clerk or ~~an agent of the city clerk~~ a contractor or any of its vendors as provided in Section 3-56-075 of this Code.

(d) Any person violating any of the provisions of this section shall be fined not less than \$200.00 nor more than \$500.00 for each offense, and each day such a violation continues shall be deemed a separate and distinct offense.

3-56-100 Transfer To New Vehicle.

Whenever the owner of any vehicle licensed under this chapter, before the expiration of such license, sells or otherwise disposes of such vehicle, and thereafter acquires another vehicle and desires to transfer the vehicle license originally issued for the vehicle disposed of, to such newly acquired vehicle, such owner shall immediately make application to the city clerk for a transfer of said vehicle license to the newly purchased vehicle. Said application shall state the name and address of the licensee and the name and address of the purchaser of said vehicle, together with a description of the newly purchased vehicle. Upon surrender of the original wheel tax license and transparent sticker, or vehicle tag ~~in case a metal tag has been issued~~ emblem or upon proof that the transparent wheel tax license sticker or plate emblem has been destroyed, the city clerk ~~or his designee~~ shall transfer said license to apply to the newly acquired vehicle upon payment of the proper license fee, provided, that the city clerk ~~or his designee~~ shall not transfer any license when the transparent wheel tax license sticker emblem issued under said license is defaced or mutilated so as to prevent identification of the emblem. It shall be unlawful for any person to display a transparent wheel tax license sticker emblem on any vehicle other than the vehicle for which the emblem was originally issued, without first transferring the license to such other vehicle, as provided for herein.

The owner of any vehicle licensed under this chapter shall promptly notify the clerk and the department of police whenever the transparent wheel tax license sticker emblem issued under such license is lost, stolen, or destroyed.

The fee for a duplicate ~~vehicle~~ wheel tax license sticker emblem shall be ~~\$20.00~~ \$30.00.

The transfer fee shall be \$20.00. If the newly acquired vehicle is of a class requiring the payment of a license fee higher than was paid for the license originally obtained for the vehicle disposed of, the fee required to be paid for such transfer shall be a sum equal to the difference between the fee paid for the original license and the fee fixed for licenses for vehicles of such class, plus the transfer fee of \$20.00.

3-56-120 Vehicle Manufacturers And Dealers.

If any manufacturer or dealer in any of the motor vehicles mentioned in this chapter shall make application to the city clerk and shall state that he is a

manufacturer operating a plant for the construction of motor vehicles within the city or dealer in such motor vehicles with a salesroom located within the city and that he desires a wheel tax license emblem to be used by him or it, the city clerk or his designee shall upon payment by such applicant to the director of revenue of the fee hereinafter set forth issue to such manufacturer or dealer a distinctive ~~license plate or transparent~~ wheel tax sticker license emblem with a number thereon. Said emblem must be attached to or borne by any such motor vehicles while being operated on the streets of the city. When any such vehicle is in use and carries such ~~license plate or transparent~~ wheel tax sticker license emblem, no other license fee shall be collected under the provisions of this chapter.

The annual license fee to be paid for each such ~~license plate or transparent~~ wheel tax sticker license emblem shall be \$55.00, and said fee shall not be prorated.

Every manufacturer or dealer applying for said ~~plates or transparent~~ wheel tax sticker license emblems must submit to the city clerk satisfactory proof of his status as such manufacturer or dealer and satisfactory proof of the number of sets of dealer's plates issued to the applicant by the State of Illinois. Provided, that no ~~license plates or transparent~~ wheel tax sticker license emblems shall be issued hereunder unless the applicant is in possession of an Illinois state manufacturer's or dealer's license for the current year. The total number of ~~license plates and transparent~~ wheel tax sticker license emblems that may be obtained hereunder shall not exceed the number of sets of dealer's license plates issued to the applicant by the state.

No such license ~~plate or~~ emblem shall be used on any motor vehicle rented by such manufacturer or dealer, or on any vehicle used to transport persons or property for hire, or on any vehicle unless such vehicle is operated under a dealer's license issued by the State of Illinois and to which both state license plates are attached.

3-56-140 Exemptions.

All vehicles owned and operated upon the public ways of the city by the United States government or any agency thereof, or by the State of Illinois or any department thereof, or by any political subdivision, public or municipal corporation of the State of Illinois or any department or other agency of such corporation, or by the American Red Cross, all buses owned and operated by churches in conjunction with the authorized activities of said institutions, and all vehicles registered under Section 3-616 of the Motor Vehicle Law of the State of Illinois, shall be exempt from the vehicle tax. Every exempt vehicle, except those vehicles owned by the City of Chicago which are used by said governmental agencies in confidential or undercover investigatory services or by an officer of any of said agencies as his official car, shall have the name of the owner painted in

letters at least one and one-half inches in length in a conspicuous place on the outside of each side of the vehicle; provided, that in lieu of such identification every vehicle which is exempt from payment of the state motor vehicle registration fee, shall have a wheel tax license ~~plate or~~ emblem as provided in ~~Sections 3-56-060 and~~ Section 3-56-070 of this chapter; and every vehicle owned by the United States government or any agency thereof, which is not identified as herein required, shall have such wheel tax license ~~plate or~~ emblem. All wheel tax license ~~plates or~~ emblems for vehicles exempt from payment of the vehicle tax shall be furnished by the city clerk free of charge.

3-56-150 Penalty.

Any person who shall take, destroy, remove or obliterate any wheel tax license ~~tag, plate or~~ emblem provided for in this chapter, without the consent of the owner of the vehicle, shall be fined not less than \$25.00 nor more than \$200.00 for each offense. Every such wrongful destruction, obliteration or removal of such wheel tax license ~~tag, plate or~~ emblem from any vehicle shall be considered a separate offense. Any person who fails to display the wheel tax license ~~tag, plate or~~ emblem as required by this chapter shall be fined \$120.00.

Any person violating any provision of this chapter where the penalty is not otherwise herein provided for shall be fined not less than \$5.00 nor more than \$100.00 for each offense. A separate and distinct offense shall be considered as committed for each and every day any vehicle is used upon the public ways of the city without having procured a license and without having complied with the provisions of this chapter.

Notwithstanding any other provision of this chapter, persons who reside in the city, register their motor vehicle at a location outside the city and fail to pay the license tax fee imposed by this chapter shall be fined not less than \$200.00 nor more than \$500.00.

SECTION II. Chapter 3-56 of the Municipal Code of Chicago is hereby amended by repealing Section 3-56-060 in its entirety.

SECTION III. Sections 4-216-030, 4-216-050 and 7-12-150 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-216-030 License -- Application -- Investigation.

(a) An application for a license under this chapter shall be made in conformity with the general requirements of this Code relating to application for licenses. As part of the application, the applicant shall state the color, make, model, vehicle

license plate number and ~~City of Chicago city~~ wheel tax license emblem number of every junk vehicle used by the applicant. Prior to the issuance of a license, the applicant shall provide proof of liability insurance, as required by the Illinois Vehicle Code, for every junk vehicle used by the applicant.

(Omitted text is unaffected by this ordinance.)

4-216-050 Identification Of Vehicles And Personnel.

(a) The department of business affairs and licensing shall issue to each licensee an identification card that states the junk peddler's name, address, telephone number, state driver's license number and City of Chicago junk peddler license number, and the vehicle's license plate number, ~~City of Chicago city~~ wheel tax license emblem number and insurance policy number for every junk vehicle used by the licensee. The identification card shall be carried by the licensee at all times when engaged in the activities of a junk peddler.

(Omitted text is unaffected by this ordinance.)

7-12-150 License Application.

(a) An application for a dog license shall be made to the city clerk on forms or in an electronic format as prescribed by the city clerk, and shall contain the owner's name, address, telephone number, e-mail address, information sufficient to identify the dog, and any other information as may be required by the city clerk.

As part of every dog license application, the owner shall attest to the following information for each dog for which an application has been submitted:

- (1) that the dog has a current certificate of rabies inoculation that complies with Section 7-12-200;
- (2) the number of the rabies inoculation certificate or tag referred to in subsection (a)(1) of this section and the date ~~the dog received~~ of expiration of the rabies inoculation the dog received;
- (3) the age of the dog's owner; and
- (4) whether the dog has been sterilized.

(Omitted text is unaffected by this ordinance.)

SECTION IV. Title 9 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-44-030 Commercial Towing Vehicle -- Daily Report Required.

It shall be the duty of every person operating a commercial towing vehicle for hire in the city to prepare and deliver to the superintendent of police every day, before noon, a legible and correct report, on a form prescribed by the superintendent, of every motor vehicle picked up or towed by such operator from any public way in the city during the preceding twenty-four hours. The report shall contain the date upon which the towing service was performed, the locations from and to which the vehicle was towed, the name and address of the owner of the towed vehicle, the name and address of the person requesting the towing service, the name and license number of the chauffeur, if the vehicle was chauffeur-driven, and the make, type, state registration number, city wheel tax license emblem number, engine number and serial or factory number of the towed vehicle. This section shall not apply to any person operating a towing vehicle exclusively for the purpose of towing vehicles owned by such person.

9-64-085 Review Of Existing Residential Permit Parking.

(Omitted text is unaffected by this ordinance.)

(b) Upon initiating such a review, the director of revenue shall notify and solicit comments from each alderman in whose ward part or all of the residential permit parking zone under review is located, and shall also notify the residents in the residential permit parking zone under review who are holders of the city wheel tax sticker license emblem issued pursuant to Section 3-56-070 of this Code. Such notice shall describe the geographical area and time periods of parking restriction of the zone under review, and shall describe the petition procedure set forth in subsection (c) of this section for voluntary revocation or time period reduction of the zone.

(Omitted text is unaffected by this ordinance.)

(c) Subject to the approval of the city council, a residential permit parking zone created before the effective date of this ordinance may be voluntarily revoked by submitting to the director a petition, requesting revocation of part or all of the zone and signed and dated by at least 51% of the residents in the zone who are holders of the city wheel tax sticker license emblem issued pursuant to

Section 3-56-070 of this Code. If the petition requests revocation of only part of a residential permit parking zone, the size of the remaining zone must be at least a block, and if more than one block, all blocks in the remaining zone must be contiguous. Any signature on the petition, to be valid, must be dated within a year of the date the petition is submitted to the director.

Subject to the approval of the city council, the time periods that parking is restricted in a residential permit parking zone created before the effective date of this ordinance may be voluntarily reduced by submitting to the director a petition, requesting a reduction in such time periods and signed and dated by at least 51% of the residents in the zone who are holders of the city wheel tax sticker license emblem issued pursuant to Section 3-56-070 of this Code. Any signature on the petition, to be valid, must be dated within a year of the date the petition is submitted to the director.

(Omitted text is unaffected by this ordinance.)

9-64-090 Resident Permit Parking.

(a) Subject to the approval of the city council, the commissioner of transportation is authorized to erect and maintain signs on any block of any residential street in an R1, R2, R3, R4 or R5 zoning district indicating resident permit parking only when all of the following conditions have been met:

(1) An application, which clearly states the cause(s) of the parking problems creating the need for the proposed residential permit parking zone, and the time periods of parking restrictions that are requested (stated in hours, days and months), is submitted to the director of revenue. The application must be accompanied by a petition requesting the proposed residential permit parking zone and signed and dated by at least 65% of the residents in the proposed zone who are holders of the city wheel tax sticker license emblem issued pursuant to Section 3-56-070 of this Code. Any signature on the petition, to be valid, must be dated within a year of the date the petition is submitted to the director.

(Omitted text is unaffected by this ordinance.)

(i) Subject to the approval of the city council, a residential permit parking zone created pursuant to this section, or part thereof, shall be revoked upon occurrence of both of the following conditions:

(1) A petition, requesting revocation of part or all of the zone and signed and dated by at least 51% of the residents in the zone who are holders of the city

vehicle wheel tax license sticker emblem issued pursuant to Section 3-56-070 of this Code, is submitted to the director of revenue. If the petition requests revocation of only part of a residential permit parking zone, the size of the remaining zone must be at least a block. Any signature on the petition, to be valid, must be dated within a year of the date the petition is submitted to the director.

(Omitted text is unaffected by this ordinance.)

9-64-170 Parking Restrictions -- Special Types Of Vehicles.

(a) It shall be unlawful to park any truck, tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading, or unloading of such vehicle, except that a driver of bus may park the bus in a designated bus, stand as authorized elsewhere in the traffic code; provided, however that in the 1st, 9th, 10th, 12th, 13th, 14th, 15th, 16th, 18th, 19th, 21st, 22nd, 23rd, 24th, 26th, 28th, 29th, 32nd, 33rd, 35th, 37th, 40th, 42nd, 43rd, 46th, 49th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owner's place of residence and the vehicle bears a valid and current city vehicle wheel tax license sticker emblem and a special parking permit issued in accordance with this subsection. In the 15th, ~~and~~ 46th ~~and~~ 50th wards this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking , violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current city vehicle wheel tax license sticker emblem and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The city clerk shall issue a permit upon receipt of a completed application, payment of a \$30.00 annual fee, and upon passage and publication of a city council order authorizing the issuance of the permit.

A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle wheel tax license sticker emblem. If a residential parking zone restriction is in effect at the owner's place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090. A violator of this subsection shall be subject to a fine of \$25.00.

(Omitted text is unaffected by this ordinance.)

(d) It shall be unlawful to park a truck tractor as defined in Section 1-212 of the Illinois Vehicle Code, a commercial truck, a semi-trailer or a trailer on any business street or residential street in the city for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle. This prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked on a residential street at the curb adjacent to the owner's place of residence and the vehicle bears a valid and current city ~~vehicle~~ wheel tax license sticker emblem and a special parking permit issued in accordance with subsection (a). A violator of this subsection shall be subject to a fine of \$125.00. In addition to such fine, ~~the~~ a commercial truck, truck tractor, semi-trailer or trailer shall be subject to immobilization and impoundment, without prior notice or placement on an immobilization list.

(Omitted text is unaffected by this ordinance.)

9-64-125 Display Of Wheel Tax License Emblem.

No person shall park or stand on any portion of the public way, on any city-owned property, in a public parking garage as defined in Chapter 4-232, or any parking lot open to pedestrian traffic any vehicle requiring a license pursuant to Chapter 3-56 of this Code, unless the wheel tax license emblem is displayed as required by Section 9-76-170 of this Code. Pursuant to Section 3-56-021, any person alleged to have violated this section may raise as an affirmative defense that (1) such person resided in the city for less than 30 days at the time he or she was cited for the violation, or (2) the cited vehicle was purchased less than 30 days prior to the issuance of the violation.

9-68-020 Residential Parking Permits.

(a) (1) Upon application and payment of the required fee to the city clerk, the clerk or his designee shall issue annual "residential parking permit" stickers to residents of the residential permit parking zone for use on each car owned and registered within any residential permit parking zone, displaying a current city ~~vehicle sticker~~ wheel tax license emblem. Such a residential parking permit sticker may also be issued as part of such city ~~vehicle sticker~~ wheel tax license emblem. Such a residential parking permit sticker shall be affixed, in accordance with the instructions printed thereon and without the use of supplemental adhesives, at the lower right-hand corner of the inside of the glass portion of the windshield of such motor vehicle; directly above or as part of the city ~~vehicle~~ wheel tax license sticker emblem. This permit sticker shall not guarantee or reserve any parking

space, nor shall it exempt the holder from the observance of any traffic or parking regulation.

(2) Upon application and payment of the required fee to the city clerk, the clerk or his designee shall issue an annual "professional service parking permit" sticker to a person who has been issued a current and active real estate broker, real estate salesperson or real estate leasing agent license by the State of Illinois, or who is a home health care provider as defined in paragraph (c)(4) of this section, for use on one vehicle owned and used for business purposes pursuant to the relevant professional license or certification. No more than one professional service parking sticker may be issued to any one person. The professional service parking permit sticker shall be affixed, in accordance with the instructions printed thereon and without the use of supplemental adhesives, at the lower right-hand corner of the inside of the glass portion of the windshield of such motor vehicle, directly above the city ~~vehicle~~ wheel tax license sticker emblem, when applicable. This permit sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any traffic or parking regulation.

(Omitted text is unaffected by this ordinance.)

(c) (1) Upon application, individual "one-day" permits shall also be issued to residents for their use and for the use of nonresidents who are temporary visitors of the residential permit parking zone.

(2) Upon application, individual "one-day" permits shall also be issued to a home health care provider who is providing home health care services to a resident living within the residential permit parking zone. Such permits shall be issued only upon submission of the following documents: (i) a letter from the resident's physician indicating the patient's name, address and prescribed home health care services; (ii) satisfactory proof of the resident's address; and (iii) certification from the applicant that he/she is employed as a licensed home health care provider and is providing such services to the resident.

(3) ~~Any resident~~ The sale of a residential parking permits in a residential permit parking zone shall be limited to the purchase of two groups of 15 30 one-day permits per month per residential address. For the purpose of this subsection, each unit of multiple-unit residential dwelling shall be considered as a separate residential address. Home health care providers shall be limited to the purchase of ~~two groups of 15 30~~ one-day permits per month per ~~resident for whom address where~~ they provide services. One-day permits shall be color-coded by annual period and shall expire at the end of the annual period in which they are issued. These permits shall be good for one day only and must be attached to the windshield by means of the adhesive provided on the face of the permit. Before affixing the one-day permit, it must be validated by printing indelible ink the date

and time of day legibly and directly on its face in the space provided for this purpose. An undated permit or a permit that fails to indicate the time of day or a permit that otherwise fails to comply with the requirements of this subsection will be invalid.

(d) The fee for an annual residential parking permit is \$25.00 for each vehicle. If application is made for the permit after November 30th of the current annual period, the following fees shall apply:

Between December 1st and 31st: 66 percent of the applicable fee; and

Between April 1st and June 30th: 33 percent of the applicable fee.

~~One-day permits shall be issued in groups of 15 for \$5.00~~ The fee for one-day permits shall be \$10 for 30. A replacement of an annual permit will be issued ~~without cost for \$10~~ upon receipt of ~~an identifiable~~ the permit number portion of the removed ~~decal~~ annual permit sticker and a receipt for the current ~~city vehicle~~ annual permit sticker. Replacement of any permits which are lost or destroyed will be made at full cost.

(Omitted text is unaffected by this ordinance.)

9-76-170 City ~~Vehicle~~ Wheel Tax License ~~Sticker~~ Emblem.

The city ~~vehicle~~ wheel tax license ~~sticker~~ emblem, for any vehicle requiring a license pursuant to Chapter 3-56 of this Code, shall be displayed, and placed and positioned to be clearly visible and maintained in a clearly legible condition and shall be placed on the front windshield in the lower right-hand corner farthest removed from the driver's position ~~approximately one inch from the right and lower edge of the windshield.~~ Any person who violates this section shall be fined \$120.00.

9-92-060 Recordkeeping.

(Omitted text is unaffected by this ordinance.)

(b) The superintendent of police or the commissioner of streets and sanitation shall cause to be kept an accurate record of each tow under Section 9-92-010 or 9-92-030, including the name of the police officer or other city employee from whom such vehicle was received, or, if applicable, the name of the employee of the private tow operator under contract with the department of streets and sanitation pursuant to Section 2-100-090, and the location to which the vehicle was towed,

the date and time when received, the place where found, motor number, vehicle identification number, number of cylinders, year built, state license number, if any, city wheel tax license emblem number, if any, equipment and general description of condition, the name and address of the person redeeming the vehicle, the date of redemption and the manner and date of disposal of the vehicle in case it shall not be redeemed, together with towing and storage charges. The record shall be in a form prescribed by the superintendent of police or the commissioner of streets and sanitation to keep reports of all such vehicles impounded pursuant to this chapter. The reports shall be kept in the office of the superintendent or the commissioner of streets and sanitation and shall be available for the inspection of any interested party at all reasonable hours of the day.

9-100-060 Grounds For Adjudication By Mail Or Administrative Hearing.

(Omitted text is unaffected by this ordinance.)

(7) that the compliance violation has been corrected prior to adjudication of the charge; provided, however, that this defense shall not be applicable to compliance violations, involving display of the city wheel tax license emblem under Section 9-64-125; to compliance violations involving motor vehicle exhaust systems under subsection (a)(2) of Section 9-76-140; to compliance violations involving registration plates under subsection (a) of Section 9-76-160; to compliance violations involving display of temporary registration or temporary permits under subsection (f) of Section 9-76-160; or to compliance violations relating to glass coverings or coating under Section 9-76-220.

9-112-150 Vehicles Other Than Taxicabs -- Sticker License Emblem To Be Affixed.

Except in the case of taxicabs, the commissioner shall deliver with each license a sticker license emblem which shall bear the words "Public Vehicle License" and "Chicago" and the numerals designating the year for which the license is issued, a reproduction of the corporate seal of the city, the names of the mayor and the commissioner and serial number identical with the number of the public vehicle license. The predominant background colors of such sticker license emblems shall be different from the city vehicle wheel tax license emblem for the same year and shall be changed annually. The cabman or coachman shall affix, or cause to be affixed, the sticker emblem on the inside of the glass part of the windshield of the vehicle.

SECTION V. This ordinance shall take effect on January 1, 2008.

AUTHORIZATION FOR ESTABLISHMENT OF CITY OF CHICAGO
SINGLE-FAMILY MORTGAGE CREDIT CERTIFICATE
PROGRAM, SERIES 2008.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of the City of Chicago Single-Family Mortgage Certificate Program, Series 2008, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the borders of the City of Chicago (the "City") a recognized need for decent, safe, sanitary and well structured and maintained housing which persons of moderate-income can afford; and

WHEREAS, The United States government has authorized the several states and their political subdivisions to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "Code"), which entitle qualifying individuals to a credit against their individual federal income tax, in lieu of qualified mortgage bonds as defined in Section 143(a) of the Code ("Qualified Mortgage Bonds"); and

WHEREAS, The City is a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, and constitutes a constitutional home rule city within the meaning of Section 146(d)(3)(C) of the Code; and in furtherance of its home rule powers, the City hereby finds and determines that it is necessary and desirable and will provide for and promote the public health, safety and welfare of the citizens of the City to establish and implement a qualified mortgage credit certificate program and to issue Certificates; and

WHEREAS, To provide for the issuance of the Certificates it is necessary for the City to authorize the issuance of a form of Mortgage Credit Certificate Election of the City as more particularly described in Section 6 hereof (the "Election") and to authorize the publication of a public notice relative to the issuance of the Certificates; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof by reference.

SECTION 2. Declaration Of Public Purpose. It is hereby determined that the purpose of this ordinance is to take steps designed to reduce the cost of financing for the acquisition, rehabilitation or improvement of principal residence housing located in the City, and to provide decent, safe and sanitary housing for qualifying persons of moderate-income. It is further hereby determined that such principal residence ownership, rehabilitation and improvement will provide for and promote the public health, safety, morals and welfare; maintain and foster the increase of industrial and commercial activity and economic development; and preserve and increase the ad valorem tax base of the City and its environs. The foregoing are hereby declared and determined to be public purposes and functions pertaining to the government and affairs of the City.

SECTION 3. Establishment Of Qualified Mortgage Certificate Program.

(a) There is hereby established and implemented a qualified mortgage credit certificate program under Section 25 of the Code to be known as the City of Chicago

Single-Family Mortgage Credit Certificate Program, Series 2008 (the "Program") for the purpose of issuing Certificates. The Certificates shall be issued to taxpayers qualified to receive Certificates ("Borrowers") pursuant to Section 25 of the Code and the Treasury Regulations promulgated thereunder (the "Program Regulations") in connection with the acquisition, rehabilitation or improvement of each Borrower's principal residence housing within the incorporated area of the City (the "Program Area").

(b) The Certificates shall carry (1) a Certificate Credit Rate (as defined in the Program Regulations) which Certificate Credit Rate shall be not less than ten percent (10%) nor more than fifty percent (50%) and (2) a Certified Indebtedness Amount (as defined in Section 25(b) of the Code and in the Program Regulations) specified in each Certificate. The Commissioner of Housing (the "Commissioner") shall establish the actual Certificate Credit Rate from time to time, provided that the Certificate Credit Rate shall not be less than ten percent (10%) nor greater than fifty percent (50%).

(c) The City hereby elects not to issue Qualified Mortgage Bonds in a principal amount not to exceed Fifty Million Dollars (\$50,000,000) that are otherwise authorized to be issued by the City during calendar year 2008 pursuant to Sections 103, 143(a) and 146 of the Code and the Treasury Regulations promulgated thereunder (the "Unissued Bonds"). The amount of Unissued Bonds shall be specified in one or more Elections executed during calendar year 2008.

(d) There is hereby allocated to the Unissued Bonds an amount of the City's unused "volume cap" (as defined in Section 146 of the Code) for the calendar years 2007 and/or 2008 (to be determined by the City's Chief Financial Officer or the City Comptroller at the time each Election is filed) not exceeding Fifty Million Dollars (\$50,000,000) and as shall be specified in the Election (the "Unused Cap").

(e) The Commissioner is directed to file timely, or to cause the timely filing of, all reports as are or may be required by Section 25 of the Code and the Program Regulations in connection with the Program.

(f) The Certificates authorized herein shall be provided in the manner, amounts and time frames as are required by the Program Regulations in connection with owner-financed residences within the Program Area.

SECTION 4. Aggregate Limit Of Certificates. The Total Proceeds (as defined in the Program Regulations) of the Certificates shall not exceed twenty-five percent (25%) of the principal amount of Unissued Bonds specified in the Election. Total Proceeds shall be determined as provided in the Program Regulations.

SECTION 5. Certificates. For the purpose of lowering borrowing costs for Borrowers, there is hereby authorized to be issued, executed and delivered pursuant to this ordinance, Certificates, the Total Proceeds of which shall be limited as

provided in Section 4 hereof. The Certificates shall be designated "City of Chicago Single-Family Mortgage Credit Certificates, Series 2008". The Certificates shall be executed by the manual or facsimile signature of the Mayor and the City Clerk of the City, and the seal of the City or a facsimile thereof shall be affixed thereto or printed thereon. The Certificates shall be countersigned by the manual signature of the Commissioner or his designee in writing.

The form of the Certificates shall be that prescribed by the Internal Revenue Service. If no form is prescribed or if such form is not readily available, the Certificates shall be issued in the form prepared by the City. The Certificates shall contain the information required by the Program Regulations and such other information as the Commissioner may deem necessary.

SECTION 6. Mortgage Credit Certificate Election. The Election in substantially the form attached hereto as Exhibit A is hereby approved in all respects. One or more Elections may be issued during calendar year 2008. The cumulative principal amount of Unissued Bonds shall be Fifty Million Dollars (\$50,000,000) or such lesser amount as will be set forth in the initial and subsequent Elections as executed by the Mayor, his execution thereof to constitute conclusive evidence of this Council's approval of such (cumulative) lesser amount. The Mayor is hereby authorized to execute, deliver and file the Elections on behalf of the City in substantially the form set forth in Exhibit A, with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION 7. Public Notice. The Commissioner is hereby authorized to publish a public notice with respect to the Program in a newspaper of general circulation in the City in conformity with the provisions of the Code and the Program Regulations.

SECTION 8. Program Restrictions. Except as permitted by the Program Regulations: (i) no Certificates shall be issued with regard to any residence financed in whole or in part through the proceeds of Qualified Mortgage Bonds or Qualified Veterans Mortgage Bonds (as defined in Section 143(b) of the Code), (ii) the Program shall not be limited to indebtedness incurred from particular lenders, (iii) Certificates shall not be transferable, and (iv) no block of Certificates may be allocated for use in connection with a particular development unless the developer shall certify that the price of each residence is no higher than it would be without the use of the Certificate.

SECTION 9. Administration Of Program. The City, acting through the Commissioner, shall administer the Program. Subject to the approval of the Corporation Counsel, the Commissioner is authorized to execute Lender Participation Agreements ("Lender Participation Agreements") in substantially the form attached hereto as Exhibit B, and other agreements, certificates and documents as may be required for the Program and the Certificates to comply with Section 25 of the Code and the Program Regulations. The Commissioner may permit

each Lender identified in the respective Lender Participation Agreement to charge and collect from an applicant a Program fee (the "Program Fee") of not less than Two Hundred Twenty-five Dollars (\$225) and not more than Three Hundred Seventy-five Dollars (\$375) in connection with each Certificate. Of the Program Fee, up to One Hundred Fifty Dollars (\$150) may be retained by the Lender (or, at the option of such Lender, such amount may be waived) and Two Hundred Twenty-five Dollars (\$225) shall be remitted to the City by the Lender upon the issuance of the Certificate. The Program Fee shall be in addition to reasonable and customary fees which may be charged by a Lender in connection with a mortgage loan. All Program Fees received by the City are hereby appropriated to pay the costs of implementing and administering the Program including, but not limited to, the costs of training participating lenders, purchasing equipment, printing materials, marketing and other customer service activities.

SECTION 10. City Employee Participation. Current and former employees of the City (other than those persons described in the next succeeding sentence) who meet the eligibility requirements of a Borrower under the Program shall not be subject to the restrictions of Section 2-156-110 of the Municipal Code of Chicago (the "Municipal Code"), but only as that section pertains to the participation of said employees as Borrowers under the Program. The following current employees of the City, and the following former employees of the City, for a one (1) year period after termination of their employment by the City, shall be subject to the restrictions of Section 2-156-110 of the Municipal Code, as that section pertains to the participation of said employees as Borrowers under the Program: any employee who, during his/her tenure of employment by the City (i) exercises or has exercised any contract management authority with respect to the Program, (ii) is or was in a position to participate in a decision-making process with respect to the Program, or (iii) gains or has gained confidential information with regard to the Program. Any current or former employee of the City described in the immediately preceding sentence, who, through fraud or misrepresentation, obtains a Certificate under the Program, shall be subject to legal sanction by the City to recover any loss suffered by the City as occasioned by such fraud or misrepresentation, or any benefit received by such current or former employee as a result of such fraud or misrepresentation. Any such employee of the City shall also, in such circumstances, be subject to termination of his/her employment by the City.

SECTION 11. Approval Of Further Actions. From and after the execution and delivery of the documents hereby approved, the proper officials, agents and employees of the City are hereby authorized and empowered to do all such acts and things and to execute and file all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this ordinance, including the preambles hereto. All acts and doings of the officials which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance of the Certificates and the establishment of the Program are hereby in all respects approved and confirmed.

SECTION 12. Ordinances And Resolutions. To the extent that any ordinance, resolution, rule, order or provisions of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments, documents or agreements authorized hereby; 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. The documents, instruments and agreements authorized hereunder shall not be deemed to be "city contracts" for purposes of Section 11-4-1600(e) of the Municipal Code. 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. The applicable restrictions with respect to maximum income of Borrowers and maximum acquisition cost of principal residence housing of Borrowers imposed by the Code and the Program Regulations shall control, notwithstanding any other restrictions with respect to such maximum income and maximum acquisition cost imposed by other local law.

SECTION 13. Effective Date. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Mortgage Credit Certificate Election.

City Of Chicago.

I, the undersigned, Mayor of the City of Chicago (the "City"), hereby certify that this Mortgage Credit Certificate Election is executed and delivered for and on behalf of the City in connection with its Single-Family Mortgage Credit Certificate Program, Series 2008 (the "Program") as described in the ordinance establishing the Program and election to issue its Single-Family Mortgage Credit Certificates, Series 2008 (the "Certificates"). This Mortgage Credit Certificate Election is made, executed and filed pursuant to Section 1.25-4T(c) of the Income Tax Regulations (the "Regulations") promulgated under Section 25 of the Internal Revenue Code of 1986, as amended (the "Code").

I hereby further certify that:

1. The issuer of the Certificates is:

City of Chicago
33 North LaSalle Street, Room 600
Chicago, Illinois 60602
Tax Identification Number: (Omitted for printing purposes)
2. The City's total available allocation to issue qualified mortgage bonds and mortgage credit certificates in this calendar year is \$ _____ consisting of a designated portion of [2007][2008] unused Private Activity Bond Volume Cap (the "Unused Cap").
3. As a constitutional home rule city in Illinois with a population of [____] persons, derived from the United States Census Bureau Release in [____] (the "Census"), the City is subject to a volume cap of \$ _____ for calendar year [2007][2008] pursuant to Section 146 of the Code.
4. On [_____ , ____], the City has issued its Collateralized Single-Family Mortgage Revenue Bonds, Series _____ in an aggregate principal amount of \$ _____ (the "Series _____ Mortgage Revenue Bonds"). Except for the Series _____ Mortgage Revenue Bonds, the City has not issued any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the Unused Cap or surrendered any authority to any other issuers to issue any qualified mortgage bonds or qualified mortgage credit certificates pursuant to the Unused Cap. [The City has not made any other election regarding the use of the Unused Cap.]
5. Pursuant to the Program and the Unused Cap, the City hereby elects to issue Certificates with Total Proceeds (as defined in Section 1.25-1T(b)(10) of the Regulations) not exceeding \$ _____ and elects not to issue Qualified Mortgage Bonds in an amount equal to \$ _____.
6. The Program will expire on December 31, 2010.
7. Attached hereto is the certification, required by Section 1.25-4T(d) of the Regulations, that the Program meets the requirements of Section 146 of the Code and the Regulations.

This Mortgage Credit Certificate Election is executed for and on behalf of the City pursuant to an ordinance establishing its Single-Family Mortgage Credit Certificate Program, Series 2008.

Witness my hand and the City's official seal as of this ____ day of _____, 2008.

Mayor,
City of Chicago

[Seal]

Attest:

City Clerk

Certification of Mayor of City referred to in this Mortgage Credit Certificate Election reads as follows:

Certification Of Mayor Of City.
(To Mortgage Credit Certificate Election)

The undersigned, Mayor of the City of Chicago (the "Issuer"), hereby certifies as follows:

1. The Issuer is, and was on ____, ____, a home rule unit of government within the meaning of Article VII, Section 6 of the Constitution of the State of Illinois.
2. The population of the Issuer for [____] [____] as determined by the Census issued by the United States Bureau of Census in [____] [____] (being the most recent census estimate released by the United States Bureau of Census before [____], ____] and [____], ____], respectively), was at least ____ for ____ [and ____ for ____].
3. The Issuer has not agreed to any different allocation of its volume cap for the calendar year [2007][2008] (the "Volume Cap") as described in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"), from that afforded to it as a constitutional home rule city described in Section 146(d)(3) of the Code.

4. The Issuer's Volume Cap for [2007][2008], determined as provided in Section 146 of the Code and the Regulations on the basis of its population as set forth in paragraph 2 above, is \$ _____ and \$ _____, respectively. Of the \$ _____ in volume cap available to the Issuer in [2007][2008], the Issuer has heretofore issued \$ _____ aggregate face amount of private activity bonds under Section 146 of the Code and the Issuer ceded no volume cap to other State agencies. The Issuer's [2007][2008] Volume Cap has not been reduced by any other amounts referred to in Section 146(m) of the Code (relating to the non-qualified amount of any bonds) or in Section 146(n) of the Code (relating to mortgage credit certificates). Accordingly, the excess of the Issuer's [2007][2008] Volume Cap over the sum of (a) the aggregate amount of private activity bonds issued by the Issuer and (b) the amount of volume cap surrendered to other issuers during [2007][2008], which amounts were subject to and required an allocation of the Issuer's Volume Cap, is \$ _____ with respect to 2007 and \$ _____ with respect to 2008 (the "Unused Cap").
5. In reliance on the affidavit of the Issuer's Chief Financial Officer attached hereto as (Sub)Exhibit A, during the calendar year ____ the Issuer has not issued any qualified mortgage bonds (except as described on (Sub)Exhibit A) or mortgage credit certificates or elected not to issue any qualified mortgage bonds (other than as provided in Section 6 below), which issuance or election would have required an allocation of any portion of the Unused Cap under Section 146 of the Code.
6. On _____, _____, the Issuer elected not to issue \$ _____ of qualified mortgage bonds included in the Unused Cap in order to issue mortgage credit certificates pursuant to the Program (as defined in such election). The aggregate principal amount of the qualified mortgage bonds which the Issuer is electing not to issue on this date does not exceed the Unused Cap. Accordingly, based on the facts and circumstances as of this date, the election not to issue qualified mortgage bonds in the amount of \$ _____ meets the requirements of Section 146 of the Code and the Regulations.

In Witness Whereof, The undersigned has set his signature this _____ day of _____, 200_.

City of Chicago

By: _____
Mayor

(Sub)Exhibit "A" referred to in this Certification of Mayor of City reads as follows:

(Sub)Exhibit "A".
(To Certification Of Mayor Of City)

Affidavit Of City's Chief Financial Officer.

The undersigned, Paul A. Volpe, hereby certifies that he is the duly qualified and acting Chief Financial Officer of the City of Chicago (the "City") and further certifies as follows:

1. The undersigned, along with other officials of the City, is charged with the responsibility of issuing bonds and mortgage credit certificates.

2. On [_____], the City issued its Single-Family Collateralized Mortgage Revenue Bonds, Series _____ in the aggregate principal amount of \$ _____. [On _____, the City filed an Election not to issue \$ _____ of Qualified Mortgage Bonds.] Other than these obligations, the City has not, to date, issued any issues of qualified mortgage bonds during the calendar years _____ pursuant to Section 143 of the Internal Revenue Code of 1986, as amended (the "Code").

[3. The City has not heretofore elected not to issue qualified mortgage bonds using the Unused Cap during the calendar year 2008.]

Date: _____

Paul A. Volpe,
Chief Financial Officer
City of Chicago

State of Illinois

County of Cook

The foregoing instrument as acknowledged before me this _____ day of _____, 2008 by Paul A. Volpe, as Chief Financial Officer of the City of Chicago.

Notary Public in and for Cook
County, Illinois

[Seal]

My commission expires: _____.

*Exhibit "B".
(To Ordinance)*

City Of Chicago

*Single-Family Mortgage Credit Certificate Program,
Series 2008*

Lender Participation Agreement.

This lender participation agreement (this "Agreement") made and entered into on this ____ day of _____, 2008, by and between the City of Chicago (the "City") acting through its Department of Housing ("D.O.H.") and _____ (the "Lender") having its principal place of business at _____.

Witnesseth.

Whereas, The Internal Revenue Code of 1986, as amended (the "Code"), provides for the creation of a mortgage credit certificate program to assist qualified individuals to acquire, rehabilitate and/or improve new and existing single-family housing (comprised of one (1) to four (4) living units) by providing qualified homebuyers with a Mortgage Credit Certificate ("M.C.C."); and

Whereas, By an ordinance adopted _____, 2008 (the "Ordinance"), the City has established its Single-Family Mortgage Credit Certificate Program, Series 2008 (the "M.C.C. Program"); and

Whereas, The Lender wishes to participate in the M.C.C. Program;

Now, Therefore, In consideration of the foregoing, the parties hereto agree as follows:

1. The Lender acknowledges that it has received from D.O.H. a copy of the M.C.C. Program Administration Procedures attached hereto (the "Program Description") and has reviewed the Program Description.
2. The Lender has been presented with and has reviewed the requirements under the Code for a potential homebuyer to qualify for the M.C.C. Program. The Lender certifies that its policies and procedures for

underwriting a mortgage loan for owner-occupied single-family residences (containing one (1) to four (4) living units) are not in conflict with the requirements of the M.C.C. Program, the Code or the Treasury Regulations promulgated thereunder (the "Regulations").

3. The Lender is duly organized and validly existing and in good standing under the laws of the state of its organization, is in good standing and authorized to do business in the State of Illinois and has the power and authority to execute, deliver and perform its duties under this Agreement. The Lender agrees that, so long as this Agreement is in effect, it will continuously maintain its existence and remain in good standing and qualified to do business under the laws of the state of its organization and qualified to do business in the State of Illinois.
4. The Lender has obtained all approvals necessary to execute, deliver and perform its duties under this Agreement. The execution and delivery hereof and performance by the Lender hereunder do not and shall not result in a breach of any terms, conditions or provisions of any legal restriction, agreement or instrument to which the Lender is a party.
5. The Lender will not take any action or permit to be taken any action which is within its control which would impair the M.C.C. Program or any M.C.C.
6. The Lender shall make available to potential homebuyers information about the M.C.C. Program in conjunction with information concerning the Lender's mortgage loan programs. [The Lender must credit the City of Chicago and D.O.H. in all material, whether print, radio, or television, which the Lender uses to publicize M.C.C., in the following form: "The Mortgage Credit Certificate Program is made available through the City of Chicago's Department of Housing". The credit must be clearly legible in print documents.]
7. The Lender agrees to receive and process applications from potential homebuyers for M.C.C.s under the M.C.C. Program (the "Applicants"). The Lender will process each application and determine the Applicant's eligibility for the M.C.C. Program. The Lender will not refuse to review any completed application and will not reject an application for reasons other than those permitted herein. All applications shall be reviewed and either approved or rejected by the Lender on a "first come, first served" basis unless otherwise directed by D.O.H. pursuant to Section 17 of this Agreement.
8. The Lender agrees to obtain from each Applicant an Applicant Affidavit (the "Applicant Affidavit") evidencing compliance with the Code and the Regulations. The Lender agrees to conduct such investigation(s) as necessary to certify that each Applicant has satisfied all requirements of

the M.C.C. Program, the Code and the Regulations. Any misrepresentation contained in an Applicant Affidavit shall be grounds for the rejection of an M.C.C.

9. The Lender acknowledges that certain information is required to be provided to the Internal Revenue Service (the "I.R.S.") pursuant to Section 1.25-4T and Section 1.25-8T of the Regulations. Information necessary to comply with these reporting requirements is determined, in part, from each Applicant and records maintained by the Lender. The Lender agrees to file with the I.R.S. on or before January 31 of each year (or such other date as may be set forth in the Regulations) a report in compliance with Section 1.25-8T of the Regulations. In addition, the Lender hereby agrees to collect and deliver to D.O.H., not later than the fifteenth (15th) day of each April, July, October and January while this Agreement is in effect, all information within the control of the Lender which is required to comply with the reporting requirements of the Regulations. The Lender hereby agrees, further, to comply with all data and record retention and all reporting requirements applicable to the M.C.C. Program which are required by the Code, the Regulations and the Program Description. The Lender shall keep all such records during the period each M.C.C. is in effect and for a period of two (2) years thereafter.
10. The Lender hereby agrees to provide the City with each original Application Affidavit and a copy of each mortgage loan application in connection with the M.C.C. Program.
11. The Lender agrees that the City and the City's representatives have the right to examine and inspect, during normal business hours, all books and records in Lender's possession relating to any M.C.C. and the M.C.C. Program.
12. The Lender may charge an Applicant a reasonable and customary fee as would be charged to a potential borrower applying for mortgages other than in connection with an M.C.C.. The Lender shall also charge an Applicant a fee (the "Program Fee") of not less than Two Hundred Twenty-five Dollars (\$225) and not more than Three Hundred Seventy-five Dollars (\$375) for processing each application of an M.C.C.. Of the Program Fee, not more than One Hundred Fifty Dollars (\$150) is due at the time of application and shall be retained by the Lender. All or part of the Lender's portion of the Program Fee may be waived by the Lender. Two Hundred Twenty-five Dollars (\$225) of the Program Fee shall be remitted to D.O.H. prior to the issuance of an M.C.C. in the form of a lender's check, title company check, money order or cashier's check payable to the "City of Chicago Department of Housing". The Lender represents that, taking into account all the facts and circumstances, the portion of the Program Fee payable to the Lender

is reasonably necessary to cover the administrative costs, including profit, of the Lender in connection with its acting as a party hereunder.

13. The Lender hereby agrees that it will immediately forward to D.O.H. all information which the Lender receives during the term of each M.C.C. which information indicates that a misrepresentation was made in applying for an M.C.C. or which may affect the continued eligibility of an Applicant for an M.C.C.. Any misrepresentation in the Application or in the Applicant Affidavit shall result in revocation of an M.C.C.
14. In the case of each Applicant, the Lender will comply with all applicable federal, state and local laws, ordinances and regulations with respect to equal opportunity and nondiscrimination and, in so doing, will not arbitrarily vary the terms of an M.C.C. or the application procedures therefor or refuse to review or approve an M.C.C. because of race, color, religion, national origin, disability, ancestry, age (provided the applicant has legal capacity to enter into a contract), sex, sexual orientation, marital status, parental status, military discharge status or source of income or the fact that all or part of the Applicant's income derives from any public assistance program or the fact that the Applicant has in good faith exercised any right under the Federal Consumer Protection Act.
15. The Lender covenants to comply in all respects with provisions of Section 25 of the Code, the Regulations, the Ordinance, the Program Description and the Mayor's Executive Order 05-01 (which prevents anyone owning seven and one-half percent (7.5%) or more of a City contractor from contributing to the mayor or his political fund-raising committee during the contract term).
16. The Lender agrees that in connection with the issuance of M.C.C.s, the Lender shall use all documents provided by D.O.H. as necessary to evidence compliance with the Code, the Regulations, the Ordinance and the Program Description. The Lender agrees it will execute and deliver to D.O.H. a certificate in a form satisfactory to the City evidencing the Lender's compliance with the Code, the Regulations, the Ordinance and the Program Description.
17. The Lender acknowledges that D.O.H. may, in its discretion, amend certain provisions of the Program Description, including, but not limited to, (a) modifying the Certificate Credit Rate (as defined in the Code) and (b) further restricting the types and/or locations of residences for which M.C.C.s are issued, in accordance with the goals of the Program. The Lender will abide by such changes upon receipt of notice from D.O.H.

18. The Lender agrees that it shall be an "event of default" hereunder if any of the following occurs: (a) failure by the Lender to observe or perform in any material respect any covenant, condition or agreement contained herein; (b) the filing or acquiescence by the Lender in the filing of any bankruptcy proceedings in a court of competent jurisdiction; (c) failure by the Lender to pay the City, when due, the portion of the Program Fee to be paid by the Lender; or (d) a determination that any representation or warranty by the Lender in this Agreement shall have been false in any material respect when made.
19. Upon an event of default, the City may immediately terminate any rights, duties and obligations of the Lender hereunder and/or take whatever other action at law or in equity which the City deems necessary to enforce performance and observance of any duties, obligations, agreements or covenants of the Lender hereunder.
20. This Agreement shall remain in full force and effect until the earlier of termination by the City or December 31, 2010, unless extended in writing by the parties. In addition to the remedies set forth in the preceding paragraph, the Lender or the City may terminate this Agreement, without cause, upon sixty (60) days' written notice to the other party. Notwithstanding any such termination, the Lender shall continue to file any and all reports required to be filed by it with the City or the I.R.S. and to maintain all records required to be maintained by it pursuant to Section 25 of the Code and the Regulations for such time as an M.C.C. remains in effect with respect to any mortgage loan made by the Lender. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.
21. This Agreement shall be governed by the internal laws of the State of Illinois without regards to its conflict of law principles.
22. Is the Lender a mortgage broker that is arranging for a second party to advance the actual funds to be used by successful applicants?

Yes _____

No _____

If the Lender responds yes to the question above then, by entering into this Agreement pursuant to the signature below, Lender agrees to either: A. act as the agent for the party advancing the funds in performing all duties of the Lender as required hereunder and give said party a copy of this Agreement as evidence of said duty, or B. to have said party enter into an original counterpart of this Agreement and deliver said original counterpart to the City.

12/12/2007

REPORTS OF COMMITTEES

16827

This Agreement is entered into as of the day and year written above.

Lender: _____

City of Chicago, acting through its
Department of Housing

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Contact: _____

Telephone: _____

AMENDMENT OF PRIOR ORDINANCE WITH AUTHORIZED
EXECUTION OF LOAN AGREEMENT WITH WILSON
YARD SENIOR HOUSING L.P. FOR CONSTRUCTION
OF MULTI-FAMILY HOUSING FOR SENIORS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a second amendment to a previously executed loan agreement and to a previously approved bond issuance with Wilson Yard Senior Development, L.P., 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.

Aldermen Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance on February 8, 2006 which is published at pages 68821 -- 69118 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*"), as first amended by an ordinance adopted by the City Council on May 23, 2007 which is published at pages 548 -- 563 of the *Journal* (collectively, the "Bond Ordinance")

authorizing the City, among other things, to make a loan to Wilson Yard Senior Housing, L.P., an Illinois limited partnership (the "Borrower") in an amount not to exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) (the "Affordable Housing Loan"), to be funded from HOME Funds, Corporate Funds, Program Income and/or I.H.D.A. Funds as defined in the Bond Ordinance to pay a portion of the costs of acquisition of real estate and construction thereon, and equipping of an approximately ninety-nine (99) unit senior citizen multi-family housing project (the "Project") located generally on the north side of West Montrose Avenue and approximately west of North Broadway in Chicago, Illinois 60640 (the "Site"); and

WHEREAS, Subsequent to the Bond Ordinance, the Borrower has experienced an increase in Project costs and has asked the City's Department of Housing ("D.O.H.") for an increase in the Affordable Housing Loan, and D.O.H. has approved such increase, together with an increase in Borrower's construction financing, all as set forth on the revised Exhibit A-1; and

WHEREAS, The proposed increase in the Affordable Housing Loan amount requires an amendment to the Bond Ordinance; now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this amendatory ordinance are hereby incorporated into this amendatory ordinance by this reference.

SECTION 2. Amendments. Exhibit A-1 of the Bond Ordinance is hereby amended by deleting certain language by strikeout as follows and adding the following underlined language to read as follows:

Exhibit "A-1".

Terms Of Affordable Housing Loan.

Affordable
Housing
Loan:

1. Source:	HOME Program, Corporate Funds, Program Income, and/or I.H.D.A. Funds.
Amount:	Not to exceed ~~\$4,750,000~~ <u>5,750,000</u> .
Term:	Not to exceed 45 years.

Interest: 0% per annum.

Security: Non-recourse loan; second mortgage on the Project.

Additional
Financing:

1. The Bonds, as described in this ordinance. The Bonds will be secured as provided by the Note Issuance Agreement, with the Bonds earmarked to be paid with proceeds received by the Borrower from the sale of tax credit equity and proceeds of the loan secured by the City T.I.F. Note described below.

2. Construction
Financing:

Lender: A Lender acceptable to the Commissioner.

Amount: Up to ~~\$6,000,000~~ 12,000,000.

Term: Not to exceed 30 months.

Interest: Variable, not to exceed 7.50%, or another rate acceptable to the Commissioner.

Security: First mortgage on the Project.

Repaid: By tax credit equity and permanent loan proceeds.

3. Permanent
Financing:

Lender: EF & A, L.L.C., or another source acceptable to the Commissioner.

Amount: Up to \$2,000,000.

Term: ~~30~~35 years.

Interest: Not to exceed 7% fixed, or another rate acceptable to the Commissioner.

Security: First mortgage on the Project.

4. I.H.D.A.
Loan:

Lender: Illinois Housing Development Authority,
or another source acceptable to the
Commissioner.

Amount: \$750,000.

Security: Third mortgage on the Project.
5. Low-Income
Housing Tax
Credit
("L.I.H.T.C.")
Proceeds: Approximately \$11,700,000, all or a
portion of which will be applied to the
payment of some or all of the Bonds.

Source: To be derived from the syndication of
approximately \$1,090,000 L.I.H.T.C.
annually.
6. Source: Federal Home Loan Bank of Chicago, or
another source acceptable to the
Commissioner.

Amount: \$600,000.

Security: Fourth mortgage on the Project.
7. Source: Loan by General Partner of proceeds of
loan secured by City T.I.F. Note issued to
General Partner.

Amount: Approximately \$9,300,000, or such other
amount acceptable to the Commissioner.
8. Amount: \$100.

Source: General Partner.

SECTION 3. Separability. If any provision of this amendatory ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any remaining provisions of this amendatory ordinance.

SECTION 4. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this amendatory ordinance are hereby repealed to the extent of such conflict, provided that the Bond Ordinance, except as amended by this amendatory ordinance, shall remain in full force and effect.

SECTION 5. No Impairment. 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 amendatory ordinance, the provisions of this amendatory ordinance shall be controlling. 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 amendatory ordinance or the instruments authorized by this amendatory 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.

SECTION 6. Effective Date. This amendatory ordinance shall be in full force and effect immediately upon its passage and approval.

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH
SENIOR SUITES CHICAGO MARQUETTE VILLAGE, L.L.C.
FOR CONSTRUCTION OF AFFORDABLE HOUSING
AT 7430 SOUTH ROCKWELL STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance

authorizing entering into and executing a loan agreement with Senior Suites Chicago Marquette Village, L.L.C., amount of loan not to exceed: \$6,692,147, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

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

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

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

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

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

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Senior Suites Chicago Marquette Village, L.L.C., an Illinois limited liability company (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member (the "Sole Member"), in an amount not to exceed Six Million Six Hundred Ninety-two Thousand One Hundred Forty-seven Dollars (\$6,692,147) (the "Loan"), to be funded from HOME Funds, Corporate Funds, and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), which was established by the City, has established the Multi-Year Affordability through Upfront Investment program (the "M.A.U.I. Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans; and

WHEREAS, The Trust Fund is considering making a loan in an approximate amount not to exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) from M.A.U.I. Program funds (the "M.A.U.I. Loan") to the Borrower, which M.A.U.I. Loan may reduce the amount of the first mortgage loan to be made

to the Borrower as described in Exhibit A hereto (the "First Mortgage Loan") and which M.A.U.I. Loan may be secured by a mortgage junior to the mortgages securing the First Mortgage Loan, the Loan and the third mortgage loan to be made to the Borrower as described in Exhibit A hereto, but the making of such M.A.U.I. Loan is not a condition to the Loan; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Acting Commissioner of D.O.H. or the Commissioner of D.O.H. (in either case, the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B 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. Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the Property (as such term is defined in Exhibit A hereto).

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".

Borrower: Senior Suites Chicago Marquette Village, L.L.C., an Illinois limited liability company (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member (the "Sole Member"), and others to be hereafter selected as additional members.

Project: Construction of a building and a parking lot to be located at approximately 7430 South Rockwell Street, Chicago, Illinois 60629 (the "Property") and of 93 dwelling units contained therein as one-bedroom and studio units for low- and moderate-income senior citizens and of approximately 52 on-site parking spaces (and one loading space).

Loan:

Source:	HOME Program/Corporate Funds/Program Income.
Amount:	Not to exceed \$6,692,147.
Term:	Not to exceed 32 years.
Interest:	Not to exceed 3% per annum.
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

1.	Amount:	Not to exceed \$2,900,000.
	Term:	Not to exceed 32 years.
	Source:	Harris N.A., or another entity acceptable to the Commissioner.
	Interest:	Not to exceed 9% per annum.
	Security:	Non-recourse loan; first mortgage on the Property.

2. Amount: Not to exceed \$1,000,000.

 Term: Not to exceed 32 years.

 Source: The Illinois Housing Development Authority,
 or another entity acceptable to the
 Commissioner.

 Interest: Not to exceed 1% per annum.

 Security: Non-recourse loan; third mortgage on the
 Property.
3. Low-Income
 Housing Tax
 Credit
 ("L.I.H.T.C.")
 Proceeds: Approximately \$7,192,800.

 Source: To be derived from the syndication by the
 Sole Member of \$800,000 L.I.H.T.C.
 allocation by the City.

Exhibit "B".

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 Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

(Fees to purchase B-boxes and remote read-outs 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 ISSUANCE AND SALE OF CITY OF CHICAGO
VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE
BONDS (SAINT LUKE RENAISSANCE AT GREENVIEW PLACE
PROJECT) FOR BENEFIT OF RENAISSANCE SAINT LUKE
SLF L.P. TO FINANCE PORTION OF COSTS OF
CONSTRUCTION OF AFFORDABLE MULTI-FAMILY
HOUSING PROJECT AT 1501 WEST
MELROSE STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing issuance of City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) and authorizing entering into and executing a loan agreement with renaissance Saint Luke SLF L.P., amount of bonds not to exceed: \$15,000,000 and amount of loan not to exceed: \$2,800,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

Recitals.

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

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

C. By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide financing to Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Borrower"), the general partner of which is RRG Renaissance Saint Luke SLF L.L.C., an Illinois limited liability company (the "General Partner"), the member of which is NJK Venture, L.L.C., an Illinois limited liability company ("Venture"), the manager of which is Nancy J. Kapp, and future members of which, in addition to Venture, are anticipated to be (i) RRG Development, Inc., an Illinois corporation of which Nancy J. Kapp is the majority shareholder, (ii) Saint Luke Housing Ministries ("S.L.H.M."), an Illinois not-for-profit corporation, and (iii) Lutheran Life Communities, an Illinois not-for-profit corporation. The limited partners of the Borrower will consist of various investors.

D. The Borrower desires that the City issue, sell and deliver the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at

Greenview Place Project) in an aggregate principal amount not to exceed Fifteen Million Dollars (\$15,000,000) (the "Bonds"), to be issued as herein provided under the terms and conditions of this ordinance and secured by a trust indenture (the "Indenture") from the City to a trustee designated by the Executive Officer (as defined in Section 6 hereof) as provided herein (the "Trustee"), and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition, construction and equipping of an approximately one hundred seven (107) unit affordable multi-family housing project (the "Project") located at 1501 West Melrose Street, Chicago, Illinois 60657 (the "Property"), and pay a portion of the costs of issuance and other costs in connection therewith.

E. The Bonds issued pursuant to this ordinance, together with interest thereon, shall be special, limited obligations of the City secured under an Indenture for the benefit of the owners of the Bonds. The Bonds will be payable from the loan payments received by the City pursuant to a loan agreement (the "Loan Agreement"), between the City and the Borrower, pursuant to which the City will lend the proceeds of the Bonds to the Borrower (the "Loan") to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, redemption premium, if any, and interest on the Bonds, and from amounts paid by Harris N.A. (the "Bank") pursuant to the Bank's irrevocable transferable direct pay letter of credit (the "Letter of Credit") securing the Bonds.

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

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

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

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

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

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

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

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

M. D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000) (the "Affordable Housing Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof.

Now, therefore,

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

1. Forms Of Documents. The forms of the Bonds, the Indenture, the Loan Agreement and the Land-Use Restriction Agreement are hereby approved.
2. The Loan. The making of the Loan to the Borrower pursuant to the terms of the Loan Agreement by the City and the issuance of the Bonds by the City is hereby authorized.
3. The Bonds. The issuance of the Bonds by the City in the principal amount of not to exceed Fifteen Million Dollars (\$15,000,000) is hereby authorized, subject to the provisions of this ordinance and the Indenture hereinafter authorized.

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. The Bonds shall mature not later than thirty-five (35) years from the first day of the month immediately succeeding the

date of issue of the Bonds and shall bear interest at such rate or rates as shall be determined from time to time pursuant to the related Indenture, which interest shall be payable on the interest payment dates set forth in the related Indenture. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the related Indenture and form of the Bonds therein. The interest rate on the Bonds and the method of determining such interest rate from time to time is subject to adjustment in accordance with the terms of the related Indenture, and no such interest rate shall exceed the rate of eighteen percent (18%).

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

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

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

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

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

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

8. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or at the direction of, one or more underwriters (the "Underwriters") to be selected by the Executive Officer, subject to the terms and conditions of a Bond Purchase Agreement among the City, the Borrower and the Underwriters for the Bonds (the "Purchase Agreement"), or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by the Executive Officer subject to the terms and conditions of the Purchase Agreement. The Executive Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors, and with such other revisions in text as the Executive Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Purchase Agreement by the Executive Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Purchase Agreement. The distribution of the Preliminary Official Statement, if any, and the Official Statement or any other placement document to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of any Preliminary Official Statement or of the Official Statement or any other placement document, except as specifically provided in the Purchase Agreement executed by the Executive Officer, and provided further that, if the Bonds are sold directly to institutional investors, the City may forego the use of an Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Executive Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed three percent (3%) of their aggregate principal amount. In connection with the offer and delivery of the Bonds, the Executive Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on

the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

9. Notification Of Sale. Subsequent to the sale of the Bonds, the Executive Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule for, redemption provisions for and nature of the Bonds sold, (ii) the extent of any tender rights to be granted to the holder of the Bonds, (iii) the identity of the Trustee, (iv) the initial interest rate on the Bonds, (v) the identity of any Underwriters or institutional investors who purchase the Bonds directly from the City or through the Underwriters, and (vi) the compensation paid to the Underwriters in connection with such sale. There shall be attached to such notification the final form of the Indenture.

10. The Tax Agreement. The execution and delivery of an agreement regarding arbitrage and regulations regarding the issuance of tax-exempt obligations (the "Tax Agreement") among the City, the Borrower and the Trustee, substantially in the form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Tax Agreement with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of the Tax Agreement by the Executive Officer shall be conclusive evidence of such approval.

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

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

13. Approval Of Affordable Housing Loan. (a) Upon the approval and availability of the additional financing as shown on Exhibit A-1 hereto, the Commissioner of D.O.H. (the "D.O.H. Commissioner") and any designee of the

D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan and the terms and program objectives of the HOME Program. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan, which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds to the Borrower.

(b) In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit A-2 attached hereto. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

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

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

16. Declaration Of Official Intent. A portion of the cost of the acquisition, rehabilitation and equipping of the Project which the City intends to finance with the proceeds of the Bonds has been paid from available monies of the Borrower prior to the date of this ordinance. It is the intention of the City to utilize a portion of the proceeds of the Bonds to reimburse such expenditures which have been or will be made for those costs, to the extent allowed by the Code and related regulations. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code to so utilize those Bond proceeds.

17. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof; provided that no holding of invalidity shall require the City to make any payments from revenues other than those derived from the Loan Agreement.

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

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

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

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

22. Proxies. The Mayor and the Executive Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case

of the Mayor, each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required or authorized to be signed by the Mayor or the Executive Officer pursuant to this ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor or the Executive Officer, respectively. A written signature of the Mayor or the Executive Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the Office of the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Executive Officer is placed on an instrument, certificate or document at the direction of the Executive Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Executive Officer in person.

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

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

Exhibit "A-1".
(To Ordinance)

Affordable Housing Loan:

Source:	HOME Program, Corporate Funds and Program Income
Amount:	Not to exceed \$2,800,000
Term:	Not to exceed 35 years
Interest:	3% per annum, or another rate acceptable to the D.O.H. Commissioner
Security:	Non-recourse loan; mortgage on the Property (the "City Mortgage")

Additional Financing:

1. The Bonds, as described in this Ordinance. The Bonds will be secured by a Letter of Credit issued by the Bank pursuant to a reimbursement agreement ("Reimbursement Agreement") between the Bank and the Borrower. All or a portion of the Borrower's obligation to repay the Bank under the Reimbursement Agreement will be secured by a mortgage on the Property senior to the City Mortgage and by an assignment of the general and limited partnership interests in the Borrower.
2. Low-Income Housing Tax Credit ("L.I.H.T.C."):

Source:	To be derived from the syndication of approximately \$635,548 L.I.H.T.C. annually
Amount:	Approximately \$6,133,000, all or a portion of which will be paid in on a delayed basis and which will be applied to the payment of some or all of the Bonds
3.

Source:	Illinois Housing Development Authority ("I.H.D.A."), or another source acceptable to the D.O.H. Commissioner
Amount:	\$1,000,000
Term:	Not to exceed 35 years
Interest:	1.0% per annum
Security:	Mortgage on the Property, subordinate to the City Mortgage
4.

Source:	S.L.H.M., from proceeds derived from a grant of funds from Cole Taylor Bank through the Federal Home Loan Bank of Chicago's Affordable Housing Program and loaned or otherwise contributed to the Borrower, or another source acceptable to the D.O.H. Commissioner
Amount:	\$500,000
Term:	Not to exceed 35 years
Interest:	0% per annum, or another rate acceptable to the D.O.H. Commissioner
Security:	Mortgage on the Property, subordinate to the City Mortgage

5. Loan Of Illinois Affordable Housing Tax Credit Transfer Proceeds:

Source: The Evangelical Lutheran Church of Saint Luke, from proceeds derived from the transfer of Illinois Affordable Housing Tax Credits ("I.A.H.T.C.") allocated by I.H.D.A. (\$3,332,500) and D.O.H. (\$1,567,750) in connection with the Project, or another source acceptable to the D.O.H. Commissioner

Amount: Approximately \$4,228,500

Term: Not to exceed 35 years

Interest: 3% per annum, or another rate acceptable to the D.O.H. Commissioner

Security: Mortgage on the Property, subordinate to the City Mortgage

6. Source: General Partner capital contribution, from proceeds derived from a donation to S.L.H.M. by the purchaser of the Project's I.A.H.T.C.s, or another source acceptable to the D.O.H. Commissioner

Amount: \$10,000

7. Source: General Partner contribution

Amount: \$100

Exhibit "A-2".
(To Ordinance)

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. Review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

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

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

City Of Chicago

To

_____,
As Trustee

Trust Indenture

Dated As Of _____, 200__

Securing City Of Chicago

Variable Rate Demand Multi-Family Housing Revenue Bonds
(Saint Luke Renaissance At Greenview Place Project) Series 200__.

This trust indenture, dated as of _____, 200_, is from the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City"), to _____, an [Illinois] banking corporation having its designated corporate trust office in Chicago, Illinois, as trustee (the "Trustee").

Recitals.

Whereas, Renaissance Saint Luke SLF L.P., an Illinois limited partnership, has requested financial assistance from the City to finance a project (the "Project") that consists of the acquisition, construction, and equipping of a low-income housing

development project consisting of a building containing an aggregate of approximately one hundred seven (107) residential dwelling units located generally at 1501 Melrose Street, all within the City and currently expected to be known as the Saint Luke Renaissance at Greenview Place (the "Project Facilities"); and

Whereas, Pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its \$_____ multi-family housing revenue bonds, to be known generally as City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) Series 200_ (the "Bonds"), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

Whereas, The City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____, 200_ (the "Agreement"), between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the "Note") in the amount of \$ _____; and

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

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

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

Whereas, The Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the

following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[Form Of Bonds]

Number R-_____

\$_____

State Of Illinois

United States Of America

City Of Chicago

Variable Rate Demand Multi-Family Housing Revenue Bond
(Saint Luke Renaissance At Greenview Place Project) Series 200_.

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

Variable Rate	_____1, ____	_____, 200__	

Registered Owner:

Principal Amount: _____

The City of Chicago (the "City"), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State") for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and on the actual number of days elapsed, payable on _____, 200_ and on the first (1st) Business Day (as hereinafter defined) of each calendar month thereafter and on the

Conversion Date, as hereinafter defined (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable on the first (1st) day of the [January] or [July] immediately following the Conversion Date and on the first (1st) day of each [January] and [July] thereafter (each a "Fixed Rate Interest Payment Date" and, together with a Variable Rate Interest Payment Date, an "Interest Payment Date"), until the principal sum hereof becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the designated corporate trust office of _____, Chicago, Illinois, as Paying Agent, or its successors under trust (the "Paying Agent").

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address, as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "Bond Registrar"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least One Million Dollars (\$1,000,000) in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "Record Date" shall mean, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of \$_____ (the "Bonds") issued for the purpose of loaning the proceeds thereof to Renaissance Saint Luke SLF L.P., an Illinois limited partnership, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of a low-income housing development project consisting of a building containing an aggregate of approximately one hundred seven (107) residential

dwelling units located generally at 1501 West Melrose Street, all within the City and currently expected to be known as Saint Luke Renaissance at Greenview Place (the "Project") owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of _____, 200__ (which indenture, as from time to time amended and supplemented, is herein referred to as the "Indenture"), duly executed and delivered by the City to _____, Chicago, Illinois, as trustee (the "Trustee"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of _____, 200__, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement").

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

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

Harris N.A. has issued an irrevocable, transferable direct pay letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal

amount of the Bonds or the purchase price of the Bonds and in either case up to thirty-five [35] days of interest at the Cap Rate (as hereinafter defined) accrued on the Bonds based upon a three hundred sixty-five (365) day year to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit", and Harris N.A., together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "Bank".

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first (1st) Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first (1st) day of the [January 1] or [July 1] to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first (1st) day of January or July immediately following the date of commencement of the Fixed Rate Period (the "Conversion Date"), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth (15th) day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the "Variable Rate Period"), this Bond shall bear interest from such initial delivery date or the Thursday of a week, as the case may be, to and including the Wednesday of the immediately following week, at the Variable Rate (described below) for such interest rate period (an "Interest Rate Period"). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the "Variable Rate") equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date

of such interest rate being one hundred percent (100%) of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or electronic transmission, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Borrower and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; provided that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for the immediately preceding interest rate period shall remain in effect for such interest rate period.

"Cap Rate" means the rate per annum equal to the least of (a) twelve percent (12%) per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ____ (____) percent per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State.

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

The City, at the direction of the Borrower, has appointed Harris N.A. as Remarketing Agent under the Indenture, which appointment has been approved by the Borrower. The City, at the direction of the Borrower, may, from time to time,

remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Borrower, the Trustee, the Bank, the Tender Agent and the owners from time to time of all of the Bonds.

The Registered Owner hereof has the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to one hundred percent (100%) of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven (7) days immediately preceding the purchase date, notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two (2) Business Days after such notice, or written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture Available Monies (as defined in the Indenture) sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sale discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond is required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a "Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be given by the Bond Registrar by first class mail, postage prepaid, to the owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than thirty (30) nor more thirty-five (35) days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

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

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day); and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for

purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchased from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

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

“Letter of Credit Substitution” means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least thirty-five (35) days prior to what would otherwise be the Letter of Credit Substitution Date.

“Letter of Credit Substitution Date” means the fifth (5th) Business Day next preceding the proposed date of a Letter of Credit Substitution.

“Letter of Credit Termination Date” means the first (1st) Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least thirty-five (35) days prior to such Letter of Credit Termination Date.

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

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, including monies derived from a prepayment of the Note (or a portion thereof) at the option of the Borrower, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided

that Bonds held by or on the behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

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

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

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

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

shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond has no right to enforce the provisions of the Indenture or the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances one hundred percent (100%), in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank.

This Bond And All Other Bonds Issued Under And Secured By The Indenture, As Hereinafter Defined, Are, And Are To Be, Equally And Ratably Secured, To The Extent Provided In The Indenture, Solely By A Pledge Of The Revenues And Other Funds Pledged Under The Indenture. The Bonds, Together With Premium, If Any, And Interest Thereon, Are Special, Limited Obligations Of The City, Payable Solely From The Revenues And Are A Valid Claim Of The Owners From Time To Time Thereof Only Against The Monies Held By The Trustee And The Tender Agent And Pledged To The Payment of the Bonds, And The Revenues, Which Revenues Shall Be Used For No Other Purpose Than To Pay the Principal Installments Of, Premium, If Any, And Interest On The Bonds, Except As May Be Otherwise Expressly

Authorized In The Indenture Or The Agreement. The Bonds Are Not An Indebtedness Of The City Or A Charge Against Its General Credit Or The General Credit Taxing Powers Of The State, The City, Or Any Other Political Subdivision Thereof, And Shall Never Give Rise To Any Pecuniary Liability Of The City, And Neither The City, The State Nor Any Other Political Subdivision Thereof Shall Be Liable For The Payments Of Principal Of And, Premium, If Any, And Interest On The Bonds, And The Bonds Are Payable From No Other Source, But Are Special, Limited Obligations Of The City, Payable Solely Out Of The Revenues And Receipts Of The City Derived Pursuant To The Agreement. No Owner Of The Bonds Has The Right To Compel Any Exercise Of The Taxing Power Of The State, The City Or Any Other Political Subdivision Thereof To Pay The Bonds Or The Interest Or Premium, If Any, Thereon.

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

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

In Witness Whereof, The City has caused this Bond to be executed in its name by the manual or electronic transmission signature of its Mayor and its corporate seal or an electronic transmission thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk.

City of Chicago

By: _____
Mayor

[Seal]

Attest:

City Clerk

[Form Of Certificate Of Authentication]

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

Date of Authentication: _____, _____
As Trustee

By: _____
Authorized Signatory

[Form Of Assignment]

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

Unif. Gift Min. Act	--	Uniform Gifts to Minor Act
Cust.	--	Custodian
Ten. Com.	--	as tenants in common
Ten. Ent.	--	as tenants by the entireties
Jt. Ten.	--	as joint tenants with right of survivorship and not as tenants in common

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

Assignment.

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

(Name, Address Taxpayer Identification Number of Assignee)

the Variable Rate Demand Multi-Family Housing Revenue Bond (Saint Luke Renaissance at Greenview Place Project) Series 200__ (the "Bond") of the City of Chicago, numbered _____ and does hereby irrevocably constitute and appoint _____ to transfer the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
(Registered Owner)

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

Signature Guaranteed: _____

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

[Form Of Bondholder Tender Notice]

Bondholder Tender Notice.

The undersigned hereby elects to have the Variable Rate Demand Multi-Family Housing Revenue Bond (Saint Luke Renaissance at Greenview Place Project) Series 200__, numbered _____ (the "Bond") of the City of Chicago (the "City") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "Indenture") dated as of _____, 200__, by and from the City to, Chicago, Illinois, as Trustee (the "Trustee"), on _____ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven (7) days immediately following the submission of this Bondholder Tender Notice to as tender agent (the "Tender Agent") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two (2) Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven (7) days immediately following the date of such telephonic notice), at the purchase price of one hundred percent (100%) of the

principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of One Hundred Thousand Dollars (\$100,000) or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than One Hundred Thousand Dollars (\$100,000).

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

Chicago, Illinois _____

Attention: Corporate Trust Department

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased.

The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the Bond not to be purchased,

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

This Election Is Irrevocable And Binding On The
Undersigned And Cannot Be Withdrawn.

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

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

Area Code Telephone Number

Signature(s): _____

Date: _____

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

Signature Guaranteed:

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

The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is \$_____. (Insert Total Principal Amount of Bond or a portion thereof in the amount of One Hundred Thousand Dollars (\$100,000) or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof.)

If No Amount Is Indicated In The Space Above, The Registered Owner Of This Bond Subject To This Bondholder Tender Notice Will Be Deemed To Have Tendered The Bond In Its Full Principal Amount For Purchase.

Special Delivery Instructions.

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

Wire transfer purchase price to:

Account Number: _____

Location of Account: _____
(Include Zip Code)

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

Granting Clauses.

Now, Therefore, This Trust Indenture Witnesseth: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds

according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement (as hereinafter defined), and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises;

Granting Clause First.

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under Section 5.2 of the Agreement, (c) to receive notices and other documents under the Agreement, (d) to inspect the Project Facilities and the books and records of the Borrower under Sections 5.1 and 5.3 of the Agreement; and (e) to participate in proceedings in the event of an Event of Default under Section 9.1 hereof;

Granting Clause Second.

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

Granting Clause Third.

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by

the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder.

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

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

Provided That if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into that Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement and the Note, otherwise this Indenture be and remain in full force and effect.

This Trust Indenture Further Witnesseth, And it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said payments, revenues, rents and receipts hereby pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

*Article I.**Definitions.*

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

“Acquisition and Construction Fund” means the City of Chicago Acquisition and Construction Fund (Saint Luke Renaissance at Greenview Place Project), created and established in Section 6.6 of this Indenture.

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

“Agreement” means the Loan Agreement dated as of _____, 200_, by and between the City and the Borrower, as from time to time supplemented and amended.

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

“Authenticating Agent” means the Trustee or the Paying Agent.

“Available Monies” mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no monies which were not Available Monies were at any time held, together with investment earnings on such Bond proceeds; (ii) monies (A) paid by the Borrower to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other monies which are not Available Monies are held, and (C) which have so been on deposit with the Trustee for at least one hundred twenty-three (123) consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such monies; (iii) monies received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such monies; (iv) proceeds from the remarketing of

any Bonds pursuant hereto to any person other than the Borrower, any affiliate or general partner of the Borrower, the City or any person which is an "insider" of any such person within the meaning of Title 11 of the United States Code, as amended (the "Bankruptcy Code"); (v) the proceeds of any obligations issued to refund the Bonds (and the proceeds of the investment thereof); and (vi) any other monies or securities, if there is delivered to the Trustee at the time of issuance and sale of such Bonds an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder, and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds, is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any monies furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term "Available Monies" shall mean any monies held by the Trustee and the proceeds from the investment thereof, except for monies drawn under the Letter of Credit.

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

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

"Bond" or "Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) Series 200_ of the City, in the original aggregate principal amount of \$ _____ issued pursuant to this Indenture.

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

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

“Bond Ordinance” means the ordinance adopted by the City Council of the City on _____, 2007, which authorizes the issuance of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated _____, 200_, among the City, the Borrower, and the Underwriters, as from time to time supplemented and amended, relating to the issuance, purchase and sale of the Bonds.

“Bond Purchase Fund” means the City of Chicago Bond Purchase Fund (Saint Luke Renaissance at Greenview Place Project) created and established by Section 6.8 of this Indenture.

“Bond Registrar” means _____, Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

“Bondholder” or “holder” or “owner” of a Bond means the Registered Owner of such Bonds.

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

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

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

“Cap Rate” means the rate per annum equal to the least of (a) twelve percent (12%) per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, __ percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

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

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

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

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

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

“Determination of Taxability” means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a “substantial user” of the Project Facilities or a “related person”, within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a “substantial user” of the Project Facilities or a “related person”, within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a “substantial user” of the Project Facilities or a “related person”, within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible

from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code). No event described in clause (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

"D.T.C." means The Depository Trust Company, New York, New York, and its successors and assigns.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a S&P's short-term debt rating of at least 'A-2' (or, if no short-term debt rating, a long-term debt rating of 'BBB+'); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the United States Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

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

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

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

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

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

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

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

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

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

“Letter of Credit Substitution” means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least thirty-five (35) days prior to what would otherwise be the Letter of Credit Substitution Date.

“Letter of Credit Substitution Date” means the fifth (5th) Business Day next preceding the proposed date of a Letter of Credit Substitution.

“Letter of Credit Termination Date” means the first (1st) Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time to time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least thirty-five (35) days prior to such Letter of Credit Termination Date.

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

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

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

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

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

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

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

(d) Unsurrendered Bonds.

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

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

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

"Project Facilities" means, collectively, the real estate and other property located at 1501 West Melrose Street, in the City, including all of the buildings and improvements to be erected or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

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

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

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

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Record Date" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

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

"Reimbursement Agreement" means the initial [Reimbursement and Loan Agreement] dated as of _____, 200__, between the Borrower and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee, and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) or any Alternate Credit Facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

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

"Remarketing Agreement" means the Remarketing Agreement dated as of _____, 200__, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City and dated March 9, 1995 and accepted by D.T.C.

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

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

"State" means the State of Illinois.

"Stated Expiration Date" means the fifteenth (15th) day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

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

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

"Tender Agent" means the Trustee as defined herein.

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

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

"Underwriters" means, collectively, _____ and _____, and any other firm acting in such capacity in connection with the purchase and sale of the Bonds.

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

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

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

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

Article II.

The Bonds.

Section 2.1 Authorized Amount Of Bonds/Authentication And Delivery Of Bonds.

The total principal amount of Bonds that may be issued is hereby expressly limited

to \$ _____, except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof. The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and upon being provided the documents required by Section 2.6 hereof, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount of \$ _____, and shall deliver the Bonds upon the request of the City.

Section 2.2 Issuance Of Bonds; Disposition Of Proceeds.

The Bonds shall be designated "City of Chicago Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) Series 200_", and shall be in the aggregate principal amount of Five Million Six Hundred Thousand Dollars (\$5,600,000). No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of One Hundred Thousand Dollars (\$100,000) and any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof during the Variable Rate Period, and in denominations of Five Thousand Dollars (\$5,000) and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward. All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on _____ 1, 20__ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on _____, 200__, on the first (1st) Business Day of each calendar month thereafter and on the Conversion Date (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first (1st) day of the [January] or [July] immediately following the Conversion Date and on the first (1st) day of each [January] and [July] thereafter (each a "Fixed Rate Interest Payment Date"), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of three hundred sixty (360) days consisting of twelve (12) thirty (30) day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof,

unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first (1st) Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

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

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate

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

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

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

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

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

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

Section 2.3 Execution Limited Obligation.

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

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

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or

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

Section 2.4 Authentication.

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

Section 2.5 Form And Place Of Payment Of Bonds.

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

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

Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from monies on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6 Delivery Of Bonds.

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

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

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

Section 2.7 Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that in the case of any mutilated bond, such mutilated Bond

shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within fifteen (15) days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer And Exchange Of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the designated corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the designated corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

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

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

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

Section 2.9 Cancellation Of Bonds; Reductions Of Letter Of Credit.

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

Section 2.10 Application Of Bond Proceeds.

The proceeds of the Bonds shall be deposited with the Trustee, as follows:

(a) Accrued interest, if any, shall be deposited in the Principal and Interest Account of the Bond Fund; and

(b) \$_____ shall be deposited in the Acquisition and Construction Fund.

Section. 2.11 Book-Entry System.

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

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

applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through D.T.C. Participants pursuant to D.T.C.'s operating procedures as in effect from time to time.

Section 2.12 Successor Securities Depository.

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

Section 2.13 Payments And Notices To Cede & Co.

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

Article III.

Redemption Of Bonds Before Maturity.

Section 3.1 Certain Redemption Dates And Prices.

(a) Optional Redemption. On or prior to the Conversion Date, subject to Section 3.1(d), the Bonds are subject to redemption prior to maturity by the City at the option of the Borrower with the prior written consent of the Bank, pursuant to

and in accordance with Sections 7.2 and 7.3 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, and if the Bonds are not held by D.T.C., by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds also are subject to redemption prior to maturity by the City at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

Years Remaining From Conversion Date Until Final Maturity Of The Bond To Be Redeemed	First Day Of Redemption Period	Redemption Prices
More than ten (10) years	Eighth (8 th) Anniversary of Conversion Date	One hundred two percent (102%) declining by one percent (1%) on each succeeding anniversary of the Conversion Date until reaching one hundred percent (100%), and thereafter at one hundred percent (100%)
More than seven (7) but not more than ten (10) years	Sixth (6 th) Anniversary of Conversion Date	one hundred one percent (101%) by one percent (1%) on each succeeding anniversary of the Conversion date until reaching one hundred percent (100%), and thereafter at one hundred percent (100%)
Seven (7) years or fewer	Bonds not callable	

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

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

(i) the Project Facilities shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six (6) months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project Facilities for normal purposes for a period of six (6) months or more, or (z) the cost of restoration and repair would exceed twenty-five percent (25%) of the original cost of acquiring, constructing and equipping the Project Facilities; or

(ii) title to the whole or any part of the Project Facilities or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project Facilities for normal purposes for a period of six (6) months or more.

(c) Mandatory Redemption Upon Determination of Taxability. The Bonds are subject to mandatory redemption prior to maturity by the City from funds derived pursuant to Section 6.4 hereof, as a whole and not in part, on any date within sixty (60) days of the occurrence of a Determination of Taxability, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed (or one hundred three percent (103%) of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) Direction To Trustee To Call For Redemption. The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the

notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided that so long as the Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2 Partial Redemption Of Bonds.

In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than One Hundred Thousand Dollars (\$100,000) during the Variable Rate Period or greater than Five Thousand Dollars, (\$5,000) during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each Five Thousand Dollars (\$5,000) of face value of principal amount shall be treated as though it were a separate Bond in the denomination of Five Thousand Dollars (\$5,000), as the case may be. If it is determined that one or more, but not all of the Five Thousand Dollar (\$5,000) units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such Five Thousand Dollar (\$5,000) unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the Five Thousand Dollar (\$5,000) unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than Five Thousand Dollars (\$5,000) of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the Five Thousand Dollar (\$5,000) unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such Five Thousand Dollar (\$5,000) unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such Five Thousand Dollar (\$5,000) unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of One Hundred Thousand Dollars (\$100,000), the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount

of any Bond is less than One Hundred Thousand Dollars (\$100,000) after giving effect to such call for redemption.

Section 3.3 Notice Of Redemption.

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

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the C.U.S.I.P. number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

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

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible electronic transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds; and to at least two (2) national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4 Redemption Payments.

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

Section 3.5 Cancellation.

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

Article IV.

Tenders For Purchase And Remarketing Of Bonds.

Section 4.1 Purchase Of Bonds At Option Of Holder.

The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized

denomination) on any Business Day during the Variable Rate Period; but not thereafter, at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven (7) days immediately preceding the proposed purchase date written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two (2) Business Days after such telephonic notice, of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Monies sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

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

If there has been irrevocably deposited in the Bond Purchase Fund Available Monies sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds

shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds pursuant to this Section 4.1 as provided in Section 2.11.

Section 4.2 Mandatory Tender Of Bonds.

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

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

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

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

Section 4.3 Procedures For Purchase Of Bonds.

Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof at a purchase price equal to one hundred percent (100%) of the principal amount thereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof; provided that the obligation of the Remarketing Agent to use its best efforts to remarket the Bonds shall not be required under the circumstances set forth in [Section 2(c) of the Remarketing Agreement]. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds. The Bank's written consent is required for any such direction by the Borrower to the Remarketing Agent not to remarket Bonds that have been purchased with the proceeds of a draw under the Letter of Credit and the Borrower has not reimbursed the Bank for such draws.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by electronic

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

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

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

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

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

Section 4.4 Duties Of Tender Agent.

The Tender Agent agrees that it shall:

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

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

Section 4.5 Duties Of The Remarketing Agent.

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

Article V.

General Covenants.

Section 5.1 Payment Of Principal, Premium, If Any, And Interest.

The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and

interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2 Compliance With Code.

(a) The City, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the payments derived from the security pledged hereunder or from the Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The City and the Trustee further covenant and agree that they will comply with and take the specific actions required by the Tax Agreement. The Trustee covenants and agrees that it will comply with and take the specific actions required of the Trustee required by the Tax Agreement.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The City further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3 Instruments Of Further Assurance.

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

Section 5.4 List Of Bondholders.

The Bond Registrar will keep on file a list of names and addresses of all Registered

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

Section 5.5 Rights Under Agreement.

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

Article VI.

Revenue And Funds.

Section 6.1 Source Of Payment Of The Bonds.

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

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

Section 6.2 Creation Of Bond Fund.

There is hereby created by the City and established with the Trustee a Bond Fund to be designated "City of Chicago Bond Fund (Saint Luke Renaissance at Greenview

Place Project)", which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there are hereby established accounts to be designated "Bond Fund -- Principal and Interest Account", and "Bond Fund -- Letter of Credit Account".

Section 6.3 Payments Into Bond Fund.

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

Section 6.4 Use Of Monies In Bond Fund; Draws On Letter Of Credit:

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

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

(a) if the Letter of Credit is then in effect, all monies derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds, provided that in no event shall such monies be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

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

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

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

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

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

If the Letter of Credit is then in effect, on or prior to the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive monies thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three (3) Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Purchased Bonds or any Borrower Bonds. Any such monies drawn under the Letter of Credit shall be deposited and held in the Bond Fund -- Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other monies in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its designated corporate trust office.

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

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

Section 6.5 Custody Of Bond Fund.

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

Section 6.6 Creation Of Acquisition And Construction Fund.

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

Section 6.7 Payments Into Acquisition And Construction Fund; Disbursements.

The proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund as provided in Section 2.10(b) hereof. All monies in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as (Sub)Exhibit A hereto in accordance with the provisions of the Agreement. The Trustee shall rely fully on any such request and certificate delivered pursuant to this Section 6.7 and shall not be required to make any investigation in connection therewith.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Borrower upon the written request of the City or the Borrower, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if

an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8 Creation And Sources Of Bond Purchase Fund.

There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (Saint Luke Renaissance at Greenview Place Project)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all monies on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 A.M., New York time, on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

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

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

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

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

(iv) all other monies received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such monies are to be paid into the Bond Purchase Fund (each of which payments shall

at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other monies in the Bond Purchase Fund).

Section 6.9 Use Of Monies In The Bond Purchase Fund.

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

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

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

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

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

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

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

Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (ii) above ("Purchased Bonds") shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds pursuant to the Reimbursement Agreement, and that the Letter of Credit has been

reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have monies in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which monies are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by electronic transmission, that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or electronic transmission, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with monies described in clause (iii) above shall, at the direction of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

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

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received

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

Section 6.10 Non-Presentment Of Bonds.

If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any monies so deposited with and held by the Tender Agent for the benefit of such persons, if any, for five (5) years after the date upon which such monies were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such monies and the Tender Agent shall have no further liability with respect to such monies.

Section 6.11 Monies To Be Held In Trust.

All monies required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Acquisition and Construction Fund and monies deposited

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

Section 6.12 Repayment To The Borrower And The Bank From Bond Fund
And Bond Purchase Fund.

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

Section 6.13 Additional Payments Under The Agreement.

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

Section 6.14 Eligible Accounts.

Each fund and/or account held by the Trustee hereunder shall be an Eligible Account. If any such account ceases to be an Eligible Account, then the Trustee shall promptly (and, in any case, within not more than thirty (30) calendar days) move such account to another financial institution such that the Eligible Account requirement will again be satisfied.

*Article VII.**Investment Of Monies.*

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

The Trustee may conclusively rely upon instructions of the Authorized Borrower Representative as to both the suitability and legality of the directed investments. The Trustee and the City specifically disclaim any obligation for any claim, loss, or liability, or tax consequences of, any investment directed by the Borrower. In the event no such instructions are received by the Trustee, such amounts shall be invested in Investment Obligations described in clause (b) of the definition thereof in the Agreement, pending receipt of such investment instructions.

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

*Article VIII.**Discharge Of Lien.*

If the City shall pay or cause to be paid, or there shall be otherwise paid or

provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City and to the Trustee, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

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

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

(a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);

(b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which monies are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (a) hereof.

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

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

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of monies in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent

and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

Article IX.

*Default Provisions And Remedies
Of Trustee And Bondholders.*

Section 9.1 Defaults; Events Of Default.

If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

- (a) failure to pay interest on any Bond when such interest shall have become due and payable;
- (b) failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;
- (c) failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;
- (d) receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or of the occurrence of an "Event of Default" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;
- (e) receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;
- (f) failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or
- (g) the occurrence of an "Event of Default" under the Agreement.

Section 9.2 Acceleration.

Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence and continuance of any other Event of Default hereunder the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1(f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three (3) Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; provided that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3 Other Remedies; Rights Of Bondholders.

Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(1) hereof, the Trustee shall and in its own name:

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

(b) pursue any and all remedies available to it under the Agreement or the Note;

- (c) bring suit upon the Bonds;
- (d) by action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and
- (e) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.4 Right Of Bank And Bondholders To Direct Proceedings.

Subject to the provisions of Section 10.1(1) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5 Appointment Of Receivers.

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

Section 9.6 Waiver.

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

Section 9.7 Application Of Monies.

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

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

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

Second -- to the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which monies are held pursuant to the provisions of this Indenture, and other than Borrower Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

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

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

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

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

Subject to the provisions of Section 10.2 hereof, whenever monies are to be applied pursuant to the provisions of this Section 9.7, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such monies available for application and the likelihood of

additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided that if the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such monies and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8 Remedies Vested In Trustee.

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

Section 9.9 Rights And Remedies Of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section 10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for sixty (60) days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or

for any other remedy hereunder or thereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10 Termination Of Proceedings.

If the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.11 Waivers Of Events Of Default.

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law,

as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of (i) thirty-five (35) days (or one hundred eighty-five (185) days if the Bonds are then in the Fixed Rate Period), plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six (6) days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12 Notice Of Defaults Under Section 9.1(f); Opportunity Of The City And The Borrower To Cure Such Defaults.

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

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

Section 9.13 Remedies Not Exclusive.

No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Article X.

Trustee, Bond Registrar, Tender Agent And Remarketing Agent.

Section 10.1 Acceptance Of Trusts.

The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express limitations, terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default which may have occurred hereunder have been cured or waived by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred hereunder (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Trustee shall not be liable with respect to any action it takes or omits to take in accordance with the directions provided by a majority of the Bondholders or the Bank.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the

Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counselor any written opinion of Bond Counsel, shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

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

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

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Borrower Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no

case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds.

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

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

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is

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

Section 10.2 Fees, Charges, Indemnities And Expenses Of The Trustee, The Bond Registrar And The City.

The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee shall have a first lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than monies derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on monies in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent monies are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture and (iv) to cause a mandatory tender of the Bonds when required to do so by the terms of the Indenture.

Section 10.3 Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly

give written notice thereof by first class mail, postage prepaid, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.4 hereof to be kept at the office of the Trustee.

Section 10.4 Intervention By The Trustee.

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

Section 10.5 Successor Trustee, Bond Registrar Or Tender Agent.

Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which anyone of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which anyone of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Register or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6 Resignation By The Trustee; Bond Registrar Or Tender Agent.

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

Section 10.7 Removal Of The Trustee, Bond Registrar Or Tender Agent.

The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor

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

Section 10.8 Appointment Of Successor Trustee, Bond Registrar Or Tender Agent By Bondholders Or City.

If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Borrower, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within forty-five (45) days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become

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

Section 10.9 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and monies held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 10.10 Appointment Of Separate Or Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such

jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

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

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

Section 10.11 Appointment Of A Remarketing Agent.

The City and the Borrower shall, with the consent of the Bank, which consent shall

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

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

Section 10.12 Bond Registrar, Authenticating Agent, Paying Agent And Tender Agent.

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

Section 10.13 Notices To Rating Agencies.

The Trustee shall provide Moody's and S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the

Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the acceleration and redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

Article XI.

Supplemental Indentures.

Section 11.1 Supplemental Indentures Not Requiring Consent Of Bondholders.

The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;
- (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;
- (c) to provide for an Alternate Credit Facility pursuant to Section 5.9(d) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;
- (d) to permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;
- (e) to make further provisions for a book-entry system of registration for the Bonds;

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

(g) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two (2) highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

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

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

Section 11.2 Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of

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

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Registered Owners. If, within sixty (60) days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or one hundred percent (100%), as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3 Consent Of Borrower And Bank.

Anything herein to the contrary notwithstanding, a supplemental indenture under

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

Section 11.4 Notices To Remarketing Agent.

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

Article XII.

Amendment Of Agreement And Note.

Section 12.1 Amendments, Et Cetera, To Agreement And Note Not Requiring Consent Of Bondholders.

The City and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(d) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term

or commercial paper debt Rating Category and also in either of the two (2) highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2 Amendments, Et Cetera, To Agreement And Note Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of one hundred percent (100%) in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement or the Note, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated corporate trust office of the Trustee for inspection by all owners.

Section 12.3 Consent Of Bank.

Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not become

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

Section 12.4 Notice To Remarketing Agent.

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

Article XIII.

Amendment And Substitution Of Letter Of Credit.

Section 13.1 Amendment Of Letter Of Credit.

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

Section 13.2 Substitute Letters Of Credit.

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

Article XIV.

Miscellaneous.

Section 14.1 Consents, Et Cetera, Of Bondholders.

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

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved

by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

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

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

Section 14.2 Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3 Notices.

Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same

are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If To The City:

City of Chicago
Department of Housing
33 North LaSalle Street, 2nd Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of
Housing

with a copy to:

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

City of Chicago
Office of the City Comptroller
City Hall -- Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

If To The Borrower:

[To Come]

with a copy to:

[To Come]

If To The Trustee:

[To Come]

If To The Bank:

Harris N.A.
111 West Monroe Street
2nd Floor East
Chicago, Illinois 60603
Attention: Ailisa M. Herrera

If To The Remarketing
Agent:

Harris N.A.
111 West Monroe Street
2nd Floor East
Chicago, Illinois 60603
Attention: Ailisa M. Herrera

If To S&P:

Standard & Poor's Rating Services
55 Water Street, 40th Floor
New York, New York 10041
Attention: Structured Finance LOC
Surveillance Group
E-mail: (Omitted for printing purposes)

If To The Tax Credit
Syndicator:

[To Come]

with a copy to:

[To Come]

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

Section 14.4 Payments Due On Non-Business Days.

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

Section 14.5 Action By Borrower.

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

Section 14.6 Counterparts.

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

Section 14.7 Applicable Provisions Of Law.

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

Section 14.8 Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 14.9 References To Bank And Letter Of Credit.

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

Section 14.10 Provisions For Payment Of Expenses.

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

Section 14.11 Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 14.12 Third Party Beneficiary.

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

In Witness Whereof, The City of Chicago and Cole Taylor Bank have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

City of Chicago

By: _____
Chief Financial Officer

[Seal]

Attest:

City Clerk

_____, as Trustee,
Paying Agent and Bond Registrar

By: _____
Authorized Signatory

[Seal]

Attest:

Its: _____

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

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

(Form Of Requisition Certificate)

Requisition Number: _____

Date: _____

Requisition Certificate.

To: _____ as Trustee under the Trust Indenture dated as
of _____, 200 __, between City of Chicago and the Trustee.

The undersigned hereby requests that the following amounts be paid to:

1. [\$ _____ to [Chicago Title and Trust Company], or its successors and assigns, acting as the Escrow Agent, to be deposited in the Escrow Account (established under the Escrow Agreement) and applied pursuant to the terms of that certain Escrow Agreement, or]
2. the following payees for the following Costs of the Project as defined in the abovementioned Loan Agreement:

Amount	Source	Payee And Address	Description

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in collection with the acquisition, construction, rehabilitation and equipping of the Project or the payment of interest on the Bonds, have been properly incurred and are a proper charge against the Acquisition and Construction Fund and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the

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

City of Chicago

By: _____

Title: Chief Financial Officer

Renaissance Saint Luke SLF L.P.; and
Illinois limited partnership

By: RRG Renaissance Saint Luke SLF
L.L.C., an Illinois limited liability
company, its General Partner

By: NJK Venture, L.L.C., an Illinois
limited liability company, its
Manager

By: _____
Nancy J. Kapp, its Manager

Approved:

Harris N.A.

By: _____

Title: _____

*Exhibit "C".
(To Ordinance)*

City Of Chicago

And

Renaissance Saint Luke SLF L.P.

Loan Agreement

Dated As Of _____ 200__

*Relating To City Of Chicago
Variable Rate Demand Multi-Family Housing Revenue Bonds
(Saint Luke Renaissance At Greenvue Place Project), Series 200__.*

This loan agreement dated as of _____, 200__ (the "Agreement"), is by and between the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the "City"), and Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Borrower").

Recitals.

Whereas, The City plans to undertake the financing of a portion of the costs of the acquiring, constructing and equipping of a low-income housing development project consisting of a building containing approximately one hundred seven (107) residential dwelling units located at 1501 West Melrose Street, Chicago, Illinois 60657 (the "Project"), by issuing its Variable Rate Demand Multi-Family Housing Revenue Bonds, (Saint Luke Renaissance at Greenvue Place Project) Series 200 __ (the "Bonds") in the aggregate principal amount of \$ _____; and

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

Whereas, The Bonds will be issued under the terms of a Trust Indenture (the "Indenture") of even date herewith from the City to _____, Chicago, Illinois, as trustee (the "Trustee"); and

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

Whereas, The Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable direct-pay letter of credit issued by Harris N.A., Chicago, Illinois (the "Bank"), in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the "Letter of Credit").

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

Article I.

Definition Of Terms.

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

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

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

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

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

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

"Bonds" means the Variable Rate Demand Multi-Family Housing Revenue Bonds, (Saint Luke Renaissance at Greenview Place Project) Series 200__, of the City, in the aggregate, principal amount of \$_____ issued pursuant to the Indenture.

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

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

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

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

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

"Indenture" means the Trust Indenture dated as of _____, 200__, by and from the City to the Trustee, as from time to time supplemented and amended.

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

- (a) Governmental Obligations;
- (b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) and an unsecured deposit rating in one of the three (3) highest rating categories from a nationally recognized rating agency;
- (c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) and an unsecured deposit rating in one of the three (3) highest rating categories from a nationally recognized rating agency;
- (d) obligations of, or the timely payment of such obligations are guaranteed by, any agency or instrumentality of the United States of America;
- (e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;
- (f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co-paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) and an unsecured deposit rating in one of the three (3) highest rating categories from a nationally recognized rating agency, provided that (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to one hundred percent (100%) of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession or control of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens.
- (g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and
- (h) any other obligations agreed upon in writing by the Bank and the Borrower.

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

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

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

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

"State" means the State of Illinois.

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

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

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

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

Article II.

Representations.

Section 2.1 Representations Of The City.

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The

City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

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

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

Section 2.2 Representations Of The Borrower.

The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

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

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

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note, the Land-Use Restriction Agreement or the Reimbursement Agreement, do not and will not conflict with or constitute or result in a default under or violation of: (i) the Borrower's agreement or certificate of limited

partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

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

(e) The Borrower has taken all necessary action required to make this Agreement, the Note, the Land-Use Restriction Agreement and the Reimbursement Agreement the valid obligations of the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note, the Land-Use Restriction Agreement and the Reimbursement Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land-Use Restriction Agreement will not, to the knowledge of Borrower, conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(g) The Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of financing costs, exceeds \$_____.

(i) At least ninety-five percent (95%) of the Bond proceeds will be used to finance on-site or off-site costs of the Project and such costs will have been incurred with respect to work performed or materials purchased after _____, 2007.

(j) At least ninety-five percent (95%) of the monies set aside in the Acquisition and Construction Fund for the Project under the Indenture, constituting a portion of the proceeds from the sale of the Bonds, will be used to provide amounts paid or incurred on or after _____, 2007 chargeable to the Project's capital account, either with a proper election by the Borrower (for example, under

Section 266 of the Code), or but for a proper election by the Borrower to deduct such amounts.

(k) At least ninety-five percent (95%) of the Project financed or reimbursed with the proceeds of the Bonds (determined separately on the basis of cost and square footage) constitutes "residential rental property" within the meaning of the Code.

(l) The average maturity of the Bonds does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project Facilities determined in accordance with Section 147(b) of the Code.

(m) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the loans to be funded by the City for the Borrower.

(n) [Until payment in full of all of the Bonds, unless the City shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) [any pledge relating to syndication of the Project], (iii) any lien, including, without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company acceptable to the Trustee, (iv) any lien or obligations relating to the Letter of Credit or any Alternate Credit Facility, (v) any mortgage, lien or other encumbrance granted on or prior to the date of issuance of the Bonds to the City or as security for loans or grants provided by any such entity to finance a portion of the Costs of the Project, (vi) financing from the Illinois Housing Development Authority which may be secured by a mortgage subordinate to the City's mortgage, (vii) financing from Saint Luke Housing Ministries from funds from Cole Taylor Bank derived from Federal Home Loan Bank of Chicago's Affordable Housing Program which may be secured by a mortgage subordinate to the City's mortgage, (viii) financing from The Evangelical Lutheran Church of Saint Luke or an affiliate from proceeds derived from the sale of the donation tax credit which may be secured by a mortgage subordinate to the City's mortgage and (ix) such other pledges or financing as may be approved in writing by the City.]

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(p) The Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax

purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(q) If the Borrower becomes aware of any situation, event or condition which it believes would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

Article III.

Acquisition, Construction And Equipping Of The Project Facilities; Issuance Of The Bonds.

Section 3.1 Acquisition, Construction And Equipping Of The Project Facilities; Title.

The Borrower agrees that it will acquire, construct and equip or complete the acquisition, construction and equipping of, the Project Facilities; any plans and specifications for any construction, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), shall be made available to the City and the Trustee on written request.

Except as otherwise disclosed to the Trustee, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, construct, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2 Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of \$_____ bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3 Disbursements From The Acquisition And Construction Fund.

The City authorizes and directs the Trustee, upon compliance with the Indenture,

to disburse the monies in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, 2007, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction and equipping of the Project.

(b) Payment or reimbursement of any legal, financial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and filing of any instruments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds.

(c) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction, rehabilitation and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction, rehabilitation and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(d) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds during the construction period of the Project (and thereafter with the approving opinion of Bond Counsel) or fees for credit enhancement arrangements applicable to the Bonds to the extent such fees constitute a reasonable charge for the transfer of credit risk.

(i) Payment of any other costs permitted by the Constitution and laws of the State.

The Trustee may (and shall, upon the request of the Bank) further require that disbursements from the Acquisition and Construction Fund shall be effectuated through a construction escrow account on terms commonly employed with respect to construction projects in the State of Illinois, or through a system of lien waiver examinations, established with [Greater Illinois Title Insurance Company], Chicago, Illinois or another reputable title insurance company. The terms of the construction escrow account or the lien waiver examinations may require that disbursements will be made therefrom only upon issuance by the title insurance company of an interim mechanic's lien endorsement to the title policy referred to in the Reimbursement Agreement covering each disbursement. The Borrower hereby agrees to pay any cost involved in effecting such disbursements through such construction escrow account or the lien waiver examinations.

All monies remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in (Sub)Exhibit A to the Indenture) signed by the Authorized Borrower Representative and approved in writing by the Bank. The Bank's approval of any such requisition shall be conditioned upon the Borrower's satisfaction of all conditions to disbursement set forth in the Reimbursement Agreement.

Section 3.4 Establishment Of Completion Date; Obligation Of Borrower To Complete.

The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Project Certificate delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefore.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City, the Trustee and the Bank promptly after the Project shall have been completed.

Within ten (10) days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (provided that, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Borrower shall pay such excess out of other funds) for the purpose of cancellation, or (c) subject to the written consent of the Bank, to pay any additional Costs of the Project not provided for by the retention described in the first sentence of this paragraph; provided, in the case of clause (c), that the City and the Trustee are furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the monies in the Acquisition and Construction Fund and other available City approved financing available for payment of the Cost of the Project are not sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the monies available therefor in the Acquisition and Construction Fund and such other available City approved financing. The City does not make any warranty, either express or implied, that the monies which will be paid into the Acquisition and Construction Fund and which,

under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the monies in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City or from the Trustee, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5 Investment Of Monies.

Any monies held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any monies held as a part of the Bond Fund (including any monies held for the payment of a particular Bond) shall be invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said monies be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any monies held as part of the Bond Purchase Fund shall not be invested.

Article IV.

Repayment Provisions.

Section 4.1 Bond Proceeds.

The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order

to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 and Section 3.4 hereof.

Section 4.2 Repayment Of The Loan And Payment Of Other Amounts Payable.

(a) As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its Note to the Trustee in the principal amount of \$_____, The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on _____, 20__, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein and therein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as (Sub)Exhibit A attached hereto and made a part hereof. The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "Excess Amount" as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has

therefore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(b) The Borrower also agrees to pay to the City, its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project, including, without limitation, the continuing annual fee agreed to with the City, at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(c) The Borrower also agrees to pay to the Bond Registrar, the Tender Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, and (ii) during the term of the Indenture and this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Bond Registrar and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(d) The Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(e) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent.

(f) If the Borrower is in default under any provision of this Agreement or the Land-Use Restriction Agreement, after giving effect to applicable notice and cure provisions, the Borrower also agrees to pay to the City and the Trustee all fees and

disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from monies available therefor under the Indenture.

(g) The Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United States of America pursuant to the Tax Agreement, to the extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the general partner of the Borrower shall pay such amounts. The obligation of the general partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made by such general partner against the revenues and assets of the Project Facilities. The general partner's obligation to make such payments in its personal capacity shall be evidenced by the general partner's execution and acceptance of this Agreement.

(h) If the Trustee is authorized and directed to draw monies under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of and interest on the Bonds if and when due, any monies derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsection (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3 No Defense Or Set-Off; Unconditional Obligation.

The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan

as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest on the Note and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4 Assignment And Pledge Of City's Rights.

As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in and to this Agreement and the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Trustee.

Article V.

Special Covenants And Agreements.

Section 5.1 City's And Trustee's Right Of Access To The Project.

The Borrower agrees that during the term of this Agreement the City, the Bank and the Trustee and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2 Release And Indemnification Covenants.

(a) The Borrower shall indemnify and hold the Bank and the City (including any official, agent, officer, director or employee thereof and counsel to the City) harmless

against any and all claims asserted by or on behalf of any person, firm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the financing, design, construction, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land-Use Restriction Agreement, any other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, firm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, (iv) any act, failure to act or unintentional misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or proceeding is brought against the City or the Bank, as applicable, by reason of any such claim, such action or proceeding shall be defended against by counsel as the City or the Bank, as applicable, shall determine, and the Borrower shall indemnify the City or the Bank, as applicable, for costs of such counsel. The Borrower upon notice from the City or the Bank, as applicable, shall defend such an action or proceeding on behalf of the City or the Bank, as applicable. The Borrower shall also indemnify the City or the Bank, as applicable, from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City or the Bank, as applicable, from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of the City or the Bank, as applicable, or any official, officers, employees, agents or representatives of the City or the Bank, as applicable, acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, the Paying Agent, the Tender Agent, any person who "controls" the Trustee, the Bond Registrar, the Paying Agent or the Tender Agent within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Trustee, the Bond Registrar, the Paying Agent or the Tender Agent (collectively called the "Indemnified Parties") harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim

or demand. In the event that any action or proceeding is brought against the Indemnified Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Anyone or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settlement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnified Parties.

(c) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent and their officers, directors, employees and agents harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, title and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnification, as well as the reasonable costs and expenses of defending against any claim of liability, including reasonable attorneys' fees and expenses.

Section 5.3 Records Of Borrower.

The City, the Bank and the Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4 Tax-Exempt Status.

Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not (1) by acquisition or otherwise allow any payment out of proceeds of the Bonds (i) if such payment is to be used for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition, provided that this clause (i) shall not apply to any building (and the equipment purchased as a part thereof, if any) if the "rehabilitation expenditures", as defined in Section 147(d) of the Code, with respect to the building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring the building (including such equipment) financed

with the proceeds of the Bonds, (ii) if as a result of such payment, twenty-five percent (25%) or more of the proceeds of the Bonds would be considered as having been used directly or indirectly for the acquisition of land (or an interest therein), (iii) if, as a result of such payment, less than ninety-five percent (95%) of the net proceeds of the Bonds expended at the time of such requisition would be considered as having been used for costs of the acquisition, rehabilitation, reconstruction or improvement of residential rental property within the meaning of the Code, or (iv) if such payment is used to pay issuance costs (including attorneys' fees and underwriting fees) in excess of an amount equal to two percent (2%) of the principal amount of the Bonds; (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation; or (3) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. Without limiting the generality of the foregoing, the Borrower shall not permit (i) the proceeds of the Bonds to be used directly for the acquisition of land (or an interest therein) or so that any of such proceeds is used for the acquisition of land (or an interest therein) to be used for farming purposes or (ii) any of the proceeds of the Bonds to be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 5.5 Taxes And Governmental Charges.

The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful taxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6 Maintenance And Repair; Insurance.

The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7 Letter Of Credit.

(a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable direct-pay Letter of Credit to be issued by the Bank in favor of the Trustee for the benefit of the owners from time to time of the Bonds in the form of Appendix B to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____, 20__ unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for thirty-five (35) days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the thirty-fifth (35th) day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the fifteenth (15th) day of any calendar month at least one (1) year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later than the thirty-fifth (35th) day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) Subject to the provisions of Section 2.10 of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the thirty-fifth (35th) day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, thirty-five (35) days, and if

the Bonds are then in the Fixed Rate Period, one hundred eighty-five (185) days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six (6) days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the fifteenth (15th) day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

In order to avoid a mandatory tender of the Bonds pursuant to Section 4.2 of the Indenture, the Borrower shall, simultaneously with the delivery of the substitute Letter of Credit to the Trustee, furnish to the Trustee written evidence from each Rating Agency by which the Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of the rating assigned to the Bonds from that which then prevails; provided that, if the Bonds are not then rated by a Rating Agency, the Borrower shall furnish to the Trustee evidence that the provider of the substitute Letter of Credit has a commercial paper credit rating from Moody's or S&P at least equal to the higher of the then commercial paper credit ratings from Moody's and S&P of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the City and the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Bank as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the

existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benefit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the City and the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in subsection (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least fifteen (15) Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the thirty-fifth (35th) day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8 Environmental Laws.

The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9 Annual Certificate.

The Borrower will furnish to the City, the Bank and the Trustee within one hundred twenty (120) days after the close of the Borrower's fiscal year, a certificate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the

terms, provisions and conditions of this Agreement and the Land-Use Restriction Agreement and the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the Land-Use Restriction Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City, the Bank and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land-Use Restriction Agreement.

Section 5.10 Borrower To Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted.

The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as an Illinois limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11 Continuing Disclosure Undertaking.

If the Bonds become subject to the continuing disclosure requirements of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower shall notify the City and the Trustee and comply with all applicable requirements of the Rule, including the execution of a continuing disclosure undertaking required by the Rule.

Article VI.

Events Of Default And Remedies

Section 6.1 Events Of Default.

The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

- (a) failure by the Borrower to pay any amounts required to be paid as principal,

premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the Trustee or the Bank. If a default other than as described in subsection (a) above is not reasonably capable of being cured within thirty (30) days, then the City, the Bank and the Trustee shall agree in writing to an extension of such time for such period as they determine reasonable prior to expiration provided that the Borrower is diligently pursuing a cure; or

(c) the dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged within ninety (90) days after the filing thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within ninety (90) days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certificate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect; or

(e) an "Event of Default" shall occur and be continuing under the Indenture.

Section 6.2 Remedies On Default.

Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrently with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds, have been declared to be due and payable under the Indenture, and upon such declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to

pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3 Agreement To Pay Attorney's Fees And Expenses.

If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneficiaries of all covenants and agreements contained herein.

Section 6.5 No Additional Waiver Implied By One Waiver.

If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article VII.

Prepayment Of Note.

Section 7.1 Obligation To Prepay The Note.

Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and

not in part, on any date within sixty (60) days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be one hundred percent (100%) of the then outstanding principal amount of the Bonds (or one hundred three percent (103%) of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

Section 7.2 General Option To Prepay The Note.

The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, with the prior written consent of the Bank, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3 Redemption Of The Bonds.

To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be not less than thirty-five (35) days prior to the date the redemption notice for the Bonds is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank to such redemption required by (Section 8.29 of the initial Reimbursement Agreement) or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

Article VIII.

Miscellaneous.

Section 8.1 Notices.

All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail

and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If To The City:

City of Chicago
Department of Housing
33 North LaSalle Street, 2nd Floor
Chicago, Illinois 60602
Attention: Commissioner, Department
of Housing

with copies to:

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

City of Chicago
Office of the Comptroller
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If To The Borrower:

[To Come]

with copies to:

[To Come]

and:

[To Come]

If To The Trustee:

[To Come]

If To The Bank:

Harris N.A.
111 West Monroe Street
2nd Floor East
Chicago, Illinois 60603
Attention: Ailisa M. Herrera

If To The Remarketing
Agent:

Harris N.A.
111 West Monroe Street
2nd Floor East
Chicago, Illinois 60603
Attention: Ailisa M. Herrera

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

Section 8.2 Assignments.

This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of title to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3 Severability.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 8.4 Execution Of Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5 Amounts Remaining In Any Fund Or With Trustee.

It is agreed by the parties hereto that after payment in full of (a) the principal of,

premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges and expenses), (c) all other amounts required to be paid under this Agreement, the Note and the Indenture, (d) all amounts due and owing to the Bank under the Reimbursement Agreement, and (e) any other amounts due to the City, including, but not limited to, all taxes, water bills and parking tickets of the Borrower owed to the City, any amounts remaining in any fund or account maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; provided that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement), such amounts remaining in the Bond Fund or the Bond Purchase Fund (other than payment of amounts in clauses (a) through (c)) shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6 Amendments, Changes And Modifications.

Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, modified, altered or terminated except in the manner provided in the Indenture.

Section 8.7 Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8 Authorized Borrower Representative.

Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the

Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9 Terms Of This Agreement.

This Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Paying Agent and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties as described in Section 5.2 hereof, the payment of reasonable fees and expenses of the City and the Trustee as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement, the payment or the defeasance of the Bonds, and the resignation or removal of the Trustee.

Section 8.10 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof.

Section 8.11 References To Bank And Letter Of Credit.

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

Section 8.12 Limited Liability Of City.

No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any

personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13 Rights Under The Indenture.

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

Section 8.14 Limited Liability Of Borrower.

Except as provided in this section, neither the Borrower nor its partners are personally liable for payments on the Note. The obligations of the Borrower contained in this Agreement and in the Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit. Any judgment rendered against the Borrower for damages at law under this Agreement or the Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided herein, no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of the Agreement or the Note, or any judgment, order or decree rendered pursuant to any such actions or proceedings; provided that the limitations of this section shall not apply to equitable remedies ordered or decreed to enforce the non-monetary covenants and agreements of this Agreement.

In Witness Whereof, The City of Chicago and Renaissance Saint Luke SLF L.P. have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written.

City of Chicago

By: _____

Title: Chief Financial Officer

Renaissance Saint Luke SLF L.P., an
Illinois limited partnership

By: RRG Renaissance Saint Luke
SLF L.L.C., an Illinois limited
liability company, its General
Partner

By: NJK Venture, L.L.C., an Illinois
limited liability company, its
Manager

By: _____
Nancy J. Kapp, its Manager

(Sub)Exhibit "A" referred to in this Loan Agreement reads as follows:

(Sub)Exhibit "A".
(To Loan Agreement)

Promissory Note.

For Value Received, intending to be legally bound hereby, Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Borrower"), hereby promises to pay to _____, Chicago, Illinois, as trustee (the "Trustee") under that certain Trust Indenture dated as of _____, 200_ (the "Indenture") between the City of Chicago (the "City") and the Trustee, or its successors and assigns, in lawful money of the United States of America in federal or other immediately available funds, the principal amount of \$_____ due on _____, 20__, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from time to time borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture) on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in

the Indenture) on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on _____, 200_, and on the first Business Day (as defined in the Indenture) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the earlier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid, and during said Fixed Rate Period on the first day of the January or July immediately following the Conversion Date and on the first day of each January and July thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate borne by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of _____, 200_, (the "Agreement") by and between the City and the Borrower, and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project) Series 200_ in the aggregate principal amount of \$_____ (the "Bonds"), issued pursuant to the Indenture.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or acceleration), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term "Excess Amount" as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the

Bonds which theretofore has matured at maturity or on a date fixed for redemption and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the conditions of the Agreement. The obligations of the Borrower to make the payments required hereunder are absolute and unconditional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee, or out of any indebtedness or liability at any time owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and optional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the conditions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon.

Except as provided in this paragraph, neither the Borrower nor its partners are personally liable for payments under this Note. The obligations of the Borrower contained in this Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities (as defined in the Indenture) and from the payments made by the Bank (as defined in the Agreement) to the Trustee on behalf of the Borrower under the Letter of Credit (as defined in the Agreement). Any judgment rendered against the Borrower for damages at law under this Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities and except as otherwise expressly provided in the Agreement; no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Note, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Reference is hereby made to the Agreement for a complete statement of the terms and conditions under which the maturity of the principal installments of this Promissory Note may be accelerated.

In Witness Whereof, The Borrower has executed and delivered this Promissory Note as of the _____ day of _____, 200_.

City of Chicago

By: _____

Title: Chief Financial Officer

Renaissance Saint Luke SLF L.P.,
an Illinois limited partnership

By: RRG Renaissance Saint Luke SLF
L.L.C., an Illinois limited liability
company, its General Partner

By: NJK Venture, L.L.C., an Illinois
limited liability company, its
Manager

By: _____
Nancy J. Kapp, its Manager

Exhibit "D".
(To Ordinance)

City Of Chicago

And

_____,
As Trustee

And

*Renaissance Saint Luke SLF L.P.,
An Illinois Limited Partnership,
As Owner*

Land-Use Restriction Agreement

Dated As Of _____, 200_.

This Land-Use Restriction Agreement (this "Agreement"), entered into as of

_____, 200_, by and among the City Of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City"), _____ as trustee (the "Trustee") under a Trust Indenture, dated as of _____, 200_ (the "Indenture"), from the City to the Trustee, and Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Owner"),

Witnesseth.

Whereas, The City is issuing its Variable Rate Demand Multi-Family Housing Revenue Bonds (Saint Luke Renaissance at Greenview Place Project), Series 200_ (the "Bonds"), for the purpose of lending the proceeds thereof to the Owner pursuant to a Loan Agreement, dated as of _____, 200_ (the "Loan Agreement"), between the City and the Owner, to pay a portion of the costs of financing the acquisition, construction and equipping, on the real property described on (Sub)Exhibit A attached hereto, of a low-income housing development project consisting of a building containing an aggregate of approximately one hundred seven (107) residential dwelling units located generally at 1501 West Melrose Street within the City (the "Project").

Whereas, In order to assure the City and the owners of the Bonds that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and to further the public purposes of the City, certain restrictions on the use and occupancy of the Project under the Code must be established;

Now, Therefore, In consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner, the City and the Trustee agree as follows:

Section 1. Term Of Restrictions.

(a) Occupancy Restrictions: The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least ten percent (10%) of the units in the Project are first occupied, and shall end on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (ii) the first date on which no tax-exempt bond (including any refunding bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (the "Qualified Project Period").

(b) Rental Restrictions: The Rental Restrictions set forth in Section 4 hereof shall, subject to paragraphs (c) and (d) of this Section 1, remain in effect with respect to the Project during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) Involuntary Loss Or Substantial Destruction: The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of delivery of the Bonds, which prevents the City and the Trustee from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement and (ii) an opinion from Bond Counsel (as defined in the Indenture) is received by the City, the Trustee and the Owner to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) Termination: This Agreement shall terminate upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a) and (b) of this Section 1 or (ii) delivery to the City, the Trustee and the Owner of an opinion of Bond Counsel to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions on the Project is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) Certification: Upon termination of this Agreement, in whole or in part, the Owner and the City shall execute, and the Trustee shall acknowledge, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated, and the portion of the Project to which such termination relates.

Section 2. Project Restrictions.

The Owner represents, warrants and covenants as follows:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "Regulations") applicable to this Agreement

(including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, constructed and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least ninety-five percent (95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land, including contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). The Project will contain five (5) or more similarly constructed units.

(d) None of the residential units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at the Project, within the meaning of Revenue Ruling 98-47, 1998-2 C.B. 397, or any successor thereto.

(f) All of the residential units in the Project will be leased, rented, or will be available for lease or rental on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in the Project shall be required to execute a written lease agreement (the "Lease Agreement") with a stated term of not less than thirty (30) days nor more than one (1) year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, et cetera.) which are financed by the Bonds and included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar

residential rental properties in the surrounding area (i.e., within a one (1) mile radius of the Project) and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(i) No portion of the Project will be used to provide any health club facility, any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions.

The Owner represents, warrants and covenants as follows:

(a) Pursuant to the election of the City and the Owner in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the Qualified Project Period at least forty percent (40%) of the completed residential units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "Qualifying Tenants" means individuals or families whose aggregate adjusted incomes do not exceed sixty percent (60%) of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8(f) the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification substantially in the form attached hereto as (Sub)Exhibit B (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the City to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver to the Owner the Income Certification substantially in the form attached hereto as (Sub)Exhibit B.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed thirty-one (31) days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit; provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination; and provided, further, that if any individual's or family's income as of the most recent income determination exceeds one hundred and forty percent (140%) of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in that Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) For purposes of satisfying the requirement that forty percent (40%) of the completed residential units of each Project be occupied by Qualifying Tenants, the following principles shall apply: (i) at the time ten percent (10%) of the residential units in the Project are occupied, forty percent (40%) of such units must be occupied by Qualifying Tenants in the number set forth in (Sub)Exhibit D hereto for the Project, and (ii) after ten percent (10%) of the residential units in the Project are occupied, non-Qualifying Tenants may occupy the remaining units in the Project other than those listed in (Sub)Exhibit D, but only if the Qualifying Tenants' occupancies predate the non-Qualifying Tenants' occupancies.

(g) The Lease Agreement to be utilized by the Owner in renting any residential units in the Project to a prospective Qualifying Tenant shall provide for termination of the Lease Agreement and consent by such person to eviction following thirty (30) days' notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(h) All Income Certifications will be maintained on file at the Project so long as any Bonds are outstanding and for five (5) years thereafter with respect to

each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable; and the Owner will, promptly upon receipt, file a copy thereof with the City, and at the written request of the Trustee, the Trustee.

(i) On the first (1st) day of each Qualified Project Period, on the fifteenth (15th) days of January, April, July and October of each year during the applicable Qualified Project Period, and within thirty (30) days after the final day of each month in which there occurs any change in the occupancy of a residential unit in the Project, the Owner will submit to the City and the Trustee a "Certificate of Continuing Program Compliance" with respect to the Project, in the form attached hereto as (Sub)Exhibit C, executed by the Owner.

(j) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code. The Owner shall submit a copy of each such annual certification to the City and the Trustee.

Section 4. Rental Restrictions.

The Owner represents, warrants and covenants that once available for occupancy, each residential unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) units for a resident manager or maintenance personnel and (b) units for Qualifying Tenants as provided for in Section 3 hereof).

Section 5. Transfer Restrictions.

The Owner covenants and agrees that, except as provided in the last sentence of this Section 5, no conveyance, transfer, assignment or any other disposition of title to the Project (a "Transfer"), shall be made prior to the termination of the applicable Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the City and the Trustee, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the City and the Trustee at least thirty (30) days prior to a proposed Transfer. This Section 5 shall not apply to the following: (i) the [Construction Mortgage, with Assignment

of Rents, Security Agreement and Fixture Filing, dated as of _____1, 200_, executed and delivered by the Owner to Harris N.A.]; and [(ii) insert other mortgage references].

Section 6. Enforcement.

(a) The Owner shall permit all duly authorized representatives of the City or the Trustee to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the City or the Trustee which the City or the Trustee deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The City and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the City and the Owner covenant to take any lawful action within their control and the Trustee covenants to take any lawful action it is directed to take by the Owner, the City or nationally recognized bond counsel (including amendment of this Agreement as may be necessary, in the opinion of Bond Counsel) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the City and the Trustee by written notice of any violation of its obligations hereunder within five (5) days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the City and the Trustee within the period of time specified by either the City or the Trustee, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Owner, or (ii) sixty (60) days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (B) such longer period as is specified in an opinion of Bond Counsel, and as in such opinion will not result in the loss of such exclusion of interest on the Bonds, without further notice, the City or the Trustee shall declare a default under this Agreement effective on the date of such declaration of default, and the City or the Trustee shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any

violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner, the City and the Trustee each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the City and the Trustee, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the City and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the City and the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the City or the Trustee from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the City and Bond Counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 7. Covenants To Run With The Land.

The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The City, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and, subject to paragraphs (c) and (d) of Section 1, shall pass to and be binding upon the Owner's successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (excluding any transferee of a limited partnership interest in the Owner) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording.

The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County,

Illinois, and in such other places as the City or the Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Concerning The Trustee.

(a) The Trustee is executing and delivering this Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake only those duties and responsibilities specifically set forth with respect to the Trustee. With respect to matters set forth in the remaining Sections of this Agreement, the Trustee has made no investigation, makes no representation and undertakes no duties or responsibilities. No implied duties or responsibilities may be read into this Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the Indenture.

(b) In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Trustee shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default or noncompliance, may assume compliance by the Owner with this Agreement unless otherwise specifically notified in writing.

(c) The permissive right of the Trustee to take actions permitted by this Agreement shall not be construed as an obligation or duty to do so.

(d) The Trustee shall be under no duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall be under no other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the City.

(e) The Trustee has the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

Section 10. No Conflict With Other Documents.

The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation.

Any terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture, the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment.

This Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof, subject to an opinion of Bond Counsel that such amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation.

Section 13. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices.

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1st) day after being sent by telegram, or on the third (3rd) day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If To The City:

City of Chicago
Department of Housing
33 North LaSalle Street, 2nd Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of
Housing

with a copy to:

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

If To The Trustee:

[To Come]

If To The Owner:

[To Come]

with a copy to:

[To Come]

and:

[To Come]

Section 15. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

In Witness Whereof, The parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

[Seal]

City of Chicago, Illinois

Attest:

City Clerk

By: _____

Title: Chief Financial Officer

Renaissance Saint Luke SLF L.P.,
an Illinois limited partnership

By: RRG Renaissance Saint Luke SLF
L.L.C., an Illinois limited liability
company, its General Partner

By: NJK Venture, L.L.C., an Illinois
limited liability company, its
Manager

By: _____
Nancy J. Kapp, its Manager

_____, as Trustee

[Seal]

By: _____

Its: _____

Attest:

Its: _____

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared _____,
_____, of _____, a _____ banking corporation (the "Trustee"),
known to me to be the person whose name is subscribed to the foregoing
instrument, and known to me to be the _____ of said Trustee and
acknowledged to me that said individual executed the same for the purposes and
consideration therein expressed and in the capacity therein stated, as the act and
deed of said Trustee.

Given under my hand and seal of office, this the ____ day of _____, 200__.

Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared _____ and _____, _____ and City Clerk, respectively, of the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "City"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the City.

Given under my hand and seal of office, this the ____ day of _____, 200__.

Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

State of Illinois)
)SS.
County of Cook)

Before me, the undersigned authority, on this day personally appeared Nancy J. Kapp, the Manager of NJK Venture, L.L.C., an Illinois limited liability company

("NJK Venture"), the Manager of RRG Renaissance Saint Luke SLF L.L.C., an Illinois limited liability company ("RRG Renaissance"), the general partner of Renaissance Saint Luke SLF L.P., an Illinois limited partnership ("Renaissance"), and 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 Renaissance, as his/her free and voluntary act, as the free and voluntary act of Renaissance, as the free and voluntary act of RRG Renaissance and as the free and voluntary act of NJK Venture, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the ____ day of _____, 200__.

Notary Public in and for the State of Illinois

[Seal]

My commission expires on: _____.

[(Sub)Exhibits "A" and "D" referred to in this
Land-Use Restriction Agreement unavailable
at time of printing.]

(Sub)Exhibits "B" and "C" referred to in this Land-Use Restriction Agreement read as follows:

(Sub)Exhibit "B".
(To Land-Use Restriction Agreement)

Income Computation And Certification⁽¹⁾.

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of

(1) The form of Income Computation and Certification shall be conformed to any amendments made to 24 C.F.R. Part 5, or any regulatory provisions promulgated in substitution therefor.

Housing and Urban Development ("H.U.D.") Regulations (24 C.F.R. Part 5). You should make certain that this form is at all times up to date with H.U.D. Regulations. All capitalized terms used herein shall have the meanings set forth in the Land-Use Restriction Agreement, dated as of January 1, 2008, among Renaissance Saint Luke SLF L.P. (the "Owner"), the City of Chicago and _____, Chicago, Illinois as Trustee.

Re: _____

Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
	Head Spouse			

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the twelve (12) month period beginning the date that I/we plan to move into a unit (i.e., _____) is \$_____.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a

business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of eighteen (18) years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("H.U.D.");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (P.A.S.S.);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed Two Hundred Dollars (\$200) per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one (1) stipend during the same period of time);

(l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(n) earnings in excess of Four Hundred Eighty Dollars (\$480) for each full-time student, eighteen (18) years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of Four Hundred Eighty Dollars (\$480) per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in H.U.D. homeownership programs, and interests in Indian trust land)? ☐ Yes ☐ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ☐ Yes ☐ No

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than Five Thousand Dollars (\$5,000)? ☐ Yes ☐ No

(C) If the answer to (B) above is yes, state:

(i) the total value of all such assets: \$ _____,

(ii) the amount of income expected to be derived from such assets in the twelve (12) month period beginning on the date of initial occupancy of the unit that you propose to rent: \$ _____, and

(iii) the amount of such income, if any, that was included in Item 6 above:
\$ _____.

8. Full-Time Students. (a) Are all of the individuals who propose to reside in the unit full-time students? ☐ Yes ☐ No

A full-time student is an individual who during each of five (5) calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two (2) of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ☐ Yes ☐ No

9. Relationship To Project Owner. Neither myself nor any other occupant of the unit I/we propose to rent is the owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on bonds issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/We deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. If I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two (2) calendar years.

12. Misrepresentation. I/We acknowledge that I/We have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of _____ in _____, Illinois.

Applicant

Applicant

Applicant

Applicant

[Signature of all persons over the age of seventeen (17) years
listed in Number 2 above required.]

Subscribed and Sworn to before me this

_____ day of _____, 200__.

[Notary Seal]

Notary public in and for the State of _____

My commission expires: _____

For Completion By Apartment Owner Only:

1. Calculation of eligible income:

a. Enter amount entered for entire household in 6 above: \$_____

- b. (1) if the amount entered in 7(C)(i) above is greater than Five Thousand Dollars (\$5,000), enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance: (\$_____);
- (2) multiply the amount entered in 7(C)(i) times the current passbook savings rate as determined by H.U.D. to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings (\$_____), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance: (\$_____); and
- (3) enter at right the greater of the amount calculated under (1) or (2) above: \$_____.

c. Total Eligible Income (Line 1.a plus line 1.b(3)): \$_____.

2. The amount entered in 1.c is:

_____ Less than fifty percent (50%) of Median Gross Income for Area⁽²⁾.

_____ More than fifty percent (50%) of Median Gross Income for the Area⁽³⁾.

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: \$_____

4. The last tenants of this apartment unit for a period of at least thirty (30) consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than fifty percent (50%) of Median Gross Income for the Area.

(2) "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

(3) See footnote 2.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____).

Owner or Manager

Income Verification.
(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to RPA Limited Partnership, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the City of Chicago.

Signature

Date

Please send to:

Income Verification.
(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two (2) calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

(Sub)Exhibit "C".
(To Land-Use Restriction Agreement)

Certificate Of Continuing Program Compliance.

The undersigned, the _____ of Renaissance Saint Luke SLF L.P., an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of _____, 200__, among the Owner, the City of Chicago and _____, Chicago, Illinois, as Trustee (the "Land-Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate the following number of completed residential units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days:

Occupied by Qualifying Tenants⁽⁴⁾: _____ Number of Units

Previously occupied by Qualifying
Tenants (vacant and not reoccupied
except for a temporary period of
no more than thirty-one (31) days): _____ Number of Units

3. The total number of completed residential units in the Project is _____.

4. No default has occurred and is continuing under the Land-Use Restriction Agreement.

Renaissance Saint Luke SLF L.P., an
Illinois limited partnership

By: RRG Renaissance Saint Luke SLF
L.L.C., an Illinois limited liability
company, its General Partner

By: NJK Venture, L.L.C., an Illinois
limited liability company,
its Manager

By: _____
Nancy J. Kapp, its Manager

(4) A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one (1) or more of the occupants was entitled to file a joint tax return.

AUTHORIZATION FOR RATIFICATION OF COLLECTIVE
BARGAINING AGREEMENTS WITH VARIOUS
LOCAL TRADE UNIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the ratification of thirty-four (34) collective bargaining agreements between the city and various local trade unions, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 hereby approves agreements, shown on the list attached hereto, between the City of Chicago and various individual unions that are members of the Trades Coalition, such agreements to be substantially in the form attached hereto.

The Mayor is authorized to execute these agreements.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Labor Agreements referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

List of individual unions referred to in this ordinance reads as follows:

Coalition Contracts 2007 -- 2017.

1. State and Municipal Teamsters, Chauffeurs
and Helpers Union -- Local 726
B.U. 08
2. International Union of
Operating Engineers -- Local 399
B.U. 12
3. International Association of Heat and Frost
Insulators and Asbestos Workers, Local Number 17
B.U. 13
4. Pipe Fitters' Association
Local Union 597
B.U. 14
5. Journeymen Plasterers' Protective and
Benevolent Society of Chicago
Local Number 5
B.U. 15
6. Chicago Journeymen Plumbers
Local 130, U.A.
B.U. 16

7. United Union of Roofers, Waterproofers
and Allied Workers -- Local 11
B.U. 18
8. International Union of Operating Engineers --
Local 150 -- Deck Hands
B.U. 19
9. International Organization of Masters,
Mates and Pilots -- Great Lakes and Rivers
Maritime Region
B.U. 21
10. Pointers, Cleaners and Caulkers --
Local 52 of the I.U.B.A.C. of America
B.U. 22
11. National Conference of Firemen
and Oilers, Local Number 7
B.U. 23
12. International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths,
Forgers and Helpers -- Local Lodge 1
B.U. 24
13. Sign Display and Pictorial Artists --
Allied Workers -- Local 830
B.U. 25
14. Cement Workers -- Local 76 L.I.U.N.A.
B.U. 28
15. International Brotherhood of Electrical Workers
Local 9
B.U. 29
16. International Union of Operating Engineers --
Local 150 -- Bridge Operators
B.U. 31
17. International Brotherhood of Electrical Workers
Local 134
B.U. 32
18. Cement Masons' Union -- Local 502
B.U. 33

19. Glazier, Architectural Metal and Glass Workers
Local Union Number 27 -- Chicago and Vicinity
B.U. 34
20. Window Cleaners' Union
S.E.I.U. Local 73 -- Division 34
B.U. 35
21. International Association of Machinists
and Aerospace Workers -- Local 126
B.U. 36
22. International Brotherhood of Painters and Allied Trades
Painters' District Council Number 14
B.U. 39
23. International Association of Sheet Metal Workers
Local 73
B.U. 41
24. International Union of Operating Engineers --
Local 150
B.U. 42
25. International Union of Elevator Constructors -- Local 2
B.U. 43
26. United Brotherhood of Carpenters and Joiners of America
Local Number 13 -- Inspectors
B.U. 44
27. Public Service Employees Union, Service Employees
International Union -- Local 73
B.U. 45
28. Bridge, Structural and Reinforcing Iron Workers --
Local Union Number 1
B.U. 46
29. Architectural and Ornamental Iron Workers Union --
Local 63
B.U. 47
30. Sprinkler Fitters and Apprentices Union --
Local 281 AFL-CIO
B.U. 48

31. United Order of American Bricklayers' and
Stone Masons' Union -- Local 21 -- Illinois of the I.U.B.A.C.
B.U. 49
32. Chicago and Northeast Illinois District Council
United Brotherhood of Carpenters and Joiners of America
B.U. 50
33. Water Pipe Extension, Bureau of
Engineering Laborers -- Local 1092
B.U. 53
34. County, Municipal Employees', Supervisors'
and Foremen's Union -- Local 1001
B.U. 54

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND
EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF
*YVONNE ANTONACCI, AN INDIVIDUAL AND A SPECIAL
ADMINISTRATOR OF THE ESTATE OF JAMES
ANTONACCI, DECEASED V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

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: *Yvonne Antonacci, an Individual and a Special Administrator of the Estate of James Antonacci, deceased v. City of Chicago*, cited as 03 L 385, amount: \$450,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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: *Yvonne Antonacci, an Individual and as Special Administrator of the Estate of James Antonacci, deceased v. City of Chicago*, cited as 03 L 385, in the amount of \$450,000.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE CORRECTED SETTLEMENT
AGREEMENT REGARDING CASE OF ROSE
MARIE FENNELLY V. CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the correction of a settlement order approved at the October 31, 2007 City Council Meeting regarding the case of *Rose Marie Fennelly v. City of Chicago*, cited as 04 L 6862, amount: \$250,000, 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a corrected settlement agreement in the following matter: *Rose Marie Fennelly v. City of Chicago*, cited as 04 L 6862, in the amount of \$250,000.

AUTHORIZATION FOR AMENDMENT NUMBER 1
TO REDEVELOPMENT AGREEMENT WITH THE
CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND
VICINITY JOINT TRAINING AND
APPRENTICESHIP FUND.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of redevelopment agreement with the Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 28, 2006, and published at pages 78620 through 78705 of the *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "Original Project Ordinance"), the City, by and through its Department of Planning and Development ("D.P.D.") and The Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, a jointly-administered not-for-profit Taft-Hartley Trust Fund (the "Developer"), which Developer's legal name, as reflected in the current copy of the Trust Fund agreement, is the "Chicagoland Laborers' District Council Training and Apprentice Fund", and which Developer is also known as (a/k/a) and is doing business as (d/b/a) the following: i) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprentice Fund", ii) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Trust Fund", iii) the "Chicago and Vicinity Laborers' Training Fund", iv) the "Chicagoland Laborers' District Council Training and Apprenticeship Fund", and v) the "Construction and General Laborers' District Council of Chicago and Vicinity Training and Education Fund", entered into that certain Laborers' Training Center Redevelopment Agreement on July 13, 2006 (the "Original Redevelopment Agreement"), whereby the City agreed to provide tax increment allocation financial assistance from the Galewood/Armitage Industrial Redevelopment Project Area, pursuant to a Five Million Two Hundred Twenty-six Thousand Two Hundred Twenty-five Dollars (\$5,226,225) note (the "T.I.F. Note") that was issued by the City, to support the Developer's construction of a new training facility (the "Original Project") on that property having a current street address of 5700 West Homer Street, which formerly had a street address of 1841 North Monitor Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, Since then, the Developer decided to increase the size of the training facility on the Property to approximately seventy-one thousand three hundred thirty-six (71,336) square feet, an increase of thirty-six percent (36%) over the original fifty-five thousand (55,000) square feet size; despite the increased size, the facility will continue to include offices, classrooms, three (3) training bays, a burning and welding room, a lunchroom, one hundred eighty-six (186) parking spaces, and various outdoor construction training areas to simulate actual construction sites and conditions for the students; also, it will produce fifty (50) temporary construction jobs and nine (9) permanent jobs and, within twenty-four (24)

months after the commencement of classes, will be training three thousand (3,000) people per year (collectively, the "Expanded Project"); and

WHEREAS, The Expanded Project requires a restructured financing arrangement and a different construction schedule than the Original Redevelopment Agreement provides; and

WHEREAS, The Developer is applying to the Illinois Finance Authority for the issuance of tax-exempt educational corporation bonds to finance a portion of the construction; however, if the Developer is not able to arrange such bonds financing, it will use either additional bank financing or its own equity to fund that portion of the construction costs; and

WHEREAS, No increase in the amount of T.I.F. assistance to the Developer is necessary for the Expanded Project, and the City contemplates making no changes to the current status of the T.I.F. Note; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") 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 an amendment to the Original Redevelopment Agreement between the City and the Developer substantially in the form attached hereto as Exhibit A and made a part hereof (the "Amending Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Amending Agreement. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the Amending Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

*Amendment Number 1 To Laborers' Training
Center Redevelopment Agreement.*

This Amendment Number 1 to the Laborers' Training Center Redevelopment Agreement (this "Amending 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 ("D.P.D."), and The Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, a jointly-administered not-for-profit Taft-Hartley Trust Fund (the "Developer"), which Developer's legal name, as reflected in the current copy of the Trust Fund agreement, is the "Chicagoland Laborers' District Council Training and Apprentice Fund", and which Developer is also known as (a/k/a) and is doing business as (d/b/a) the following: i) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprentice Fund", ii) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Trust Fund", iii) the "Chicago and Vicinity Laborers' Training Fund", iv) the "Chicagoland Laborers' District Council Training and Apprenticeship Fund", and v) the "Construction and General Laborers' District Council of Chicago and Vicinity Training and Education Fund". Notwithstanding these various names, Developer warrants that there is only one entity Fund and there are not several different entities.

Recitals.

Whereas, On July 13, 2006, D.P.D. and the Developer entered into a Tax Increment Financing ("T.I.F.") redevelopment agreement ("R.A."), which included the City's issuance of a Five Million Two Hundred Twenty-six Thousand Two Hundred Twenty-five Dollars (\$5,226,225) note (the "T.I.F. Note") to provide financial assistance to the Developer's construction of a new training facility on that property having a current street address of 5700 West Homer Street, which formerly had a street address of 1841 North Monitor Avenue, Chicago, Illinois and legally described on (Sub)Exhibit A hereto (the "Property"); and

Whereas, Since then, the Developer decided to increase the size of the training facility to approximately seventy-one thousand three hundred thirty-six (71,336) square feet, an increase of thirty-six percent (36%) over the original fifty-five thousand (55,000) square feet size, to include offices, classrooms, three (3) training bays, a burning and welding room, a lunchroom, one hundred eighty-six (186)

parking spaces, and various outdoor construction training areas to simulate actual construction sites and conditions for the students; and

Whereas, The larger facility requires a restructured financing arrangement and a different construction schedule than the current R.A. provides; and

Whereas, The Developer is applying to the Illinois Finance Authority for the issuance of tax-exempt educational corporation bonds to finance a portion of the construction. If the Developer is not able to arrange such bonds financing, it will use either additional bank financing or its own equity to fund that portion of the construction costs; and

Whereas, This Amending Agreement will not increase the amount of T.I.F. assistance to the Developer; and

Whereas, At present the city has issued no Certificates of Expenditure for the T.I.F. Note, so the current actual value of the T.I.F. Note is Zero and no/100 Dollars (\$0.00). The Note remains in the possession of the Developer and has not yet been collateralized; and

Whereas, The city contemplates making no changes to the total amount of T.I.F. assistance or to the current status of the T.I.F. Note; and

Whereas, Pursuant to an ordinance of the City Council of the City passed on _____, 2007, D.P.D. is authorized to enter into this Amending Agreement;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2.

Reaffirmation Of Representations, Warranties And Covenants.

The Developer reaffirms each and every representation, warranty and covenant made in R.A., as amended by this Amending Agreement. The Developer reaffirms that it has insurance in force that conforms to the requirements of Section 12 of the R.A.

Section 3.

Amending Text.

The parties agree that various definitions and sections of the R.A. are hereby amended, as follows:

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

“M.B.E./W.B.E. Budget” shall mean the budget attached hereto as Amended (Sub)Exhibit B-2, as described in Section 10.03.

“Occupancy Period” shall mean the period of time commencing on the Amending Agreement Closing Date and continuing for ten (10) years thereafter.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the Project set forth on Amended Exhibit G hereto.

“Permitted Mortgage” shall have the meaning set forth in this Amending Agreement.

“Plans and Specifications” shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as amended by the Amending Agreement, as submitted to the City as the basis for obtaining building permits for the Project.

“Project” shall have the meaning set forth in the Recitals to the R.A., as amended by this Amending Agreement.

“Project Budget” shall mean the budget attached hereto as Amended (Sub)Exhibit B-1, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

“Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project as amended by this Amending Agreement.

3.01 The Project.

On or before the date hereof, or within sixty (60) days thereafter, the Developer shall have completed its Acquisition of the Property. The Developer shall commence construction of the Project not later than April 1, 2008 and shall complete the

Project and conduct business operations therein no later than August 31, 2009, subject to the provisions of Section 18.17 of this Agreement. The Project shall be carried out substantially in accordance with the Plans and Specifications for the Project.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order (or combination of Change Orders) relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a cumulative reduction of five percent (5%) or more in the gross or net square footage of the Facility; (b) a cumulative increase of ten percent (10%) or more in the Project Budget; (c) a change in the use of the Property; or (d) a delay in the completion of the Project (including the Green Roof) by more than three (3) months past August 31, 2009. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent required in this section).

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Twenty-six Million Two Thousand One Hundred Seventy-five Dollars (\$26,002,175) to be applied in the manner set forth in the Project Budget. Such costs shall be funded solely from Equity and/or Lender Financing.

4.03 City Funds.

In the table within subsection (b) of this section, the Maximum Amount of City Funds is revised to read:

Maximum Amount, the lesser of:

- (i) Five Million Two Hundred Twenty-six Thousand Two Hundred Twenty-five Dollars (\$5,226,225),
- (ii) twenty and one-tenth percent (20.1%) of the actual total Project costs, or
- (iii) one hundred percent (100%) of the costs of the T.I.F.-Eligible Improvements

Section 5.

Conditions Precedent To Closing.

The introductory text to this section is amended to read: "The following conditions have been complied with to the City's satisfaction on or prior to the Amending Agreement Closing Date":

5.05 Acquisition And Title.

On the Amending Agreement Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, containing only those title exceptions listed as Permitted Liens on Amended (Sub)Exhibit G hereto, documenting that it has title to the Property, and evidencing the recording of this Agreement pursuant to the provisions of Section 8.18 hereof, and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto. The Title Policy shall contain 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.

5.09 Opinion Of The Developer's Counsel.

On the Amending Agreement Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)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 (Sub)Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.14 Corporate Documents.

Economic Disclosure Statement. The Developer has provided a copy of its Agreement and Declaration of Trust dated as of June 1, 1986, as amended; certificates of good standing from the Secretary of State of Illinois regarding the Developer's qualification to do business, if any; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws of the entity; and such other entity 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 Amending Agreement Closing Date.

7.03 Failure To Complete.

The introductory text to this section is amended to read: "If the Developer fails to complete the Project by the date set forth for completion in Section 3.01 hereof (e.g., August 31, 2009) 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":

8.18 Recording And Filing.

The Developer shall cause this Amending Agreement, certain exhibits (as specified by Corporation Counsel), and 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 Amending Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then the Subordination Agreement set forth in (Sub)Exhibit O hereto shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Amending Agreement and the Subordination Agreement showing the dates and recording numbers of record.

8.21 Use, Lease And Sale Of Property.

(a) Use, Lease And Sale. The Developer covenants not to use, lease out or sell any part of the Property (including the Facility) for purposes other than i) the operation of laborer training and apprenticeship programs; ii) related activities and community events, including but not limited to activities sponsored by other labor unions, by Builders' and Contractors' associations which are members of the Developer, and by civic and community and local government entities or elected officials; and iii) the maintenance of the retention pond/artificial wetland; provided, however, that the Developer may lease, for not to exceed the Term of the Agreement, as amended, a portion of the Property, provided the lease meets all the following conditions:

(I) the lease is a written instrument;

(II) the named lessee is Star-Tech Glass, Inc.;

- (III) the leased parcel does not exceed fifty thousand (50,000) square feet in size;
- (IV) the net rent received by Developer does not exceed one and no/100 Dollars (\$1.00) per year;
- (V) one side of the leased parcel touches the boundary of the Property;
- (VI) the lessee is an industrial business entity that owns or leases the property that is directly adjacent to the Property;
- (VII) the sole use of the leased parcel is industrial and conforms to the underlying zoning;
- (VIII) the lease requires the lessee to pay for all costs of the demolition or construction of improvements, and of any environmental remediation, if any is undertaken, on the parcel; and
- (IX) the lease requires the prior written consent of the D.P.D. Commissioner to any proposed successor or assignee under the lease or to any new lessee under a new lease.

10.03 M.B.E./W.B.E. Commitment.

The reference in the R.A. to (Sub)Exhibit H-2 in subsection (a) thereof is replaced with "Amended (Sub)Exhibit H-2".

Section 16. Mortgaging Of The Project.

The introductory text to this section is amended to read: "All mortgages or deeds of trust in place as of the Amending Agreement Closing Date with respect to the Property or any portion thereof are listed on Amended (Sub)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:

18.02 Entire Agreement.

The Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference), as amended by this Amending Agreement, 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.

Section 4.

No Other Amendments To Agreement.

Except as set forth herein, and except as modified by this Amending Agreement, the R.A. is not amended.

Section 5.

Obligations To Record And To Provide Documents.

The Developer shall execute and deliver to the City such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form set forth in the Agreement.

The Developer shall cause this Amending Agreement 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 Amending Agreement shall be recorded prior to any mortgage made in connection with lender financing involving the Property or, if one or more such mortgages exist, then a subordination agreement as set forth in the R.A. shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Agreement and the Subordination Agreement showing the dates and recording numbers of record.

In Witness Whereof, The parties hereto have caused this Amending Agreement to be executed on or as of the day and year first above written.

The Construction and General Laborers'
District Council of Chicago and Vicinity
Joint Training and Apprenticeship
Fund, a jointly-administered not-
for-profit Taft-Hartley Trust Fund

By: _____

Its: _____

City of Chicago, by and through its
Department of Planning and
Development

By: _____
Commissioner

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of The Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, a jointly-administered not-for-profit Taft Hartley Trust Fund (the "Developer"), and personally know 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

My commission expires:_____.

[Seal]

State of Illinois)
)SS.
County of Cook)

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

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____.

[(Sub)Exhibits “J” and “O” referred to in this Amendment Number 1 to
Laborers’ Training Center Redevelopment Agreement
unavailable at time of printing.]

(Sub)Exhibit “A” and Amended (Sub)Exhibits “G”, “H-1” and “H-2” referred to in this Amendment Number 1 to Laborers’ Training Center Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Amendment Number 1 To Laborers' Training
Center Redevelopment Agreement)

Legal Description Of The Property:

(See Attached)

Permanent Tax Parcel Identification
Numbers For The Property:

13-32-400-004-0000;
13-32-400-005-0000;
13-32-400-007-0000;
13-32-400-030-0000;
13-32-400-048-0000;
13-32-400-049-0000;
13-32-400-050-0000;
13-32-400-051-0000;
13-32-400-053-0000;
13-32-400-055-0000; and
13-32-500-002-0000.

[Legal Description referred to in this (Sub)Exhibit "A"
unavailable at time of printing.]

Amended (Sub)Exhibit "G".
(To Amendment Number 1 To Laborers' Training
Center Redevelopment Agreement)

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 Amending Agreement, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

None.

Amended (Sub)Exhibit "H-1".
(To Amendment Number 1 To Laborers' Training
Center Redevelopment Agreement)

Project Budget.

Hard Costs:

Land Acquisition	\$ 5,226,225
Demolition/Site Preparation	100,000
Environmental Remediation	200,000
Earthwork/Grading	2,248,000
Utility Hook-Ups	587,070
Parking Areas/Private Streets	865,000
Other Improvement (On-/Off-Site)	1,150,000
Construction Hard Costs	12,736,630
General Contractor Overhead/Profit	<u>450,000</u>
Total Hard Costs (90.6% of total costs):	\$23,562,925

Soft Costs:

Environmental Studies	100,000

Marketing/Leasing Fees and Commissions	\$ 150,000
Construction Period Taxes/ Insurance	200,000
Financing Fees	400,000
Project Contingency	989,250
Professional/Developer Fees	<u>600,000</u>
Total Soft Costs (9.4% of total costs):	\$ 2,439,250
TOTAL PROJECT COSTS:	\$26,002,175

Amended (Sub)Exhibit "H-2".
(To Amendment Number 1 To Laborers' Training
Center Redevelopment Agreement)

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

Hard Costs:

Building Rehabbing	\$ 13,298,510
Parking Areas/Private Streets	865,000
Demolition/Environmental	1,291,117
Site Improvements	<u>1,162,006</u>
Total:	\$16,616,633

Soft Costs:

A and E	<u>700,000</u>
Total Soft Costs:	\$ 700,000

M.B.E./W.B.E. Project Budget:	\$17,316,633
M.B.E. Total:	4,155,992
W.B.E. Total:	<u>692,665</u>
	\$ 4,848,657

M.B.E. Contractor Budget (24%) = \$4,155,992 minimum

W.B.E. Contractor Budget (4%) = \$692,665 minimum

APPROVAL OF CLASS C TAX INCENTIVE DESIGNATION
FOR NORTHWEST MAILING SERVICE AT
5501 WEST GRAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a Class C real estate tax incentive classification for Northwest Mailing Service, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification 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, consistent with the Classification 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 (the "Board of Education"), a body politic and corporate, is the owner of certain real estate located generally at 5501 West Grand Avenue, Chicago, Illinois 60639 (the "Subject Property"), as described on Exhibit A hereto; and

WHEREAS, 5501 Grand Venture L.L.C., an Illinois limited liability company, has acquired certain rights and responsibilities with respect to the Subject Property pursuant to the terms of a long-term lease from the Board of Education, and has further subleased certain rights and responsibilities with respect to the Subject Property to Northwest Mailing Service, Inc., an Illinois corporation (the "Applicant"), and

WHEREAS, The Applicant is not responsible for the contamination on the Subject Property; and

WHEREAS, The Subject Property has undergone environmental testing and remediation and the Applicant has received a "No Further Remediation Letter" from the Illinois Environmental Protection Agency's Site Remediation Program, dated February 22, 2007; and

WHEREAS, The Subject Property was vacant and unused for more than twenty-four (24) continuous months; and

WHEREAS, The Applicant is currently operating an industrial facility on property adjacent to the Subject Property, and desires to expand its operations by substantially renovating an existing industrial facility on the Subject Property; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 5 (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 within the boundaries of the Galewood/Armitage Industrial 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 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, The Applicant intends to file an application for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; and

WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the development of the property to occur and that the municipality supports and consents to the Class C classification; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class C application to be filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 5. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 immediately upon its passage and approval.

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

Exhibit "A".

Real Property Legal Description.

Subject Property Legal Description:

Parcel 1.

School fund property situated on the south side of West Grand Avenue lying between North Long Avenue and North Central Avenue, more particularly described as 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 and described as follows:

commencing at a point in the south line of West Grand Avenue, which is 372.73 feet northwesterly of (measured on the southwesterly line of West Grand Avenue) the point of intersection of said southwesterly line with the

west line of North Long Avenue; thence northwesterly along said southwesterly line of West Grand Avenue a distance of 471.44 feet to a point, said point being 468.75 feet southeasterly of the southeast corner of West Grand Avenue and North Central Avenue (measured on said southwesterly line of West Grand Avenue); thence south on a line which forms a south east angle with the said southwesterly line of West Grand Avenue of 74 degrees, 49 minutes, 40 seconds for a distance of 469.16 feet to a point; thence southeasterly on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 80 feet to a point; thence south on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 50 feet to the point of intersection of said line with the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being 505.00 feet easterly of (measured along said northerly right-of-way line) the point of intersection of said right-of-way line with the east line of North Central Avenue aforesaid; thence easterly along said northerly right-of-way line, said line forming an angle of 82 degrees, 08 minutes with a prolongation of the last described course for a distance of 35.12 feet to the point of intersection of the said right-of-way line with the south line of said west half of the northwest quarter; thence east along the said south line of said west half of the northwest quarter for a distance of 369.89 feet to a point which is 359.67 feet west of the point of intersection of said south line with the west line of North Long Avenue; thence north parallel with the east line of said west half of the northwest quarter of distance of 464.75 feet to the point of beginning in Cook County, Illinois.

Parcel 2.

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 and described as follows:

commencing at a point in the south line of West Grand Avenue which is 844.17 feet northwesterly of (measured on the southwesterly line of West Grand Avenue) the point of intersection of said southwesterly line with the west line of North Long Avenue; thence south on a line which forms a southeast angle with the southwesterly line of West Grand Avenue of 74 degrees, 49 minutes, 40 seconds for a distance of 469.16 feet to a point; thence southeasterly on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 80 feet to a point; thence south on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 50 feet to the point of intersection of said line with the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Road Company, said point being 505.00 feet

easterly of (measured along said northerly right-of-way line) the point of intersection of said right-of-way line with the east line of North Central Avenue; thence westerly along said northerly right-of-way line said line forming an angle of 82 degrees, 8 minutes with said last described line for a distance of 200 feet to a point which is 305 feet easterly of said point of intersection of said right-of-way line with the east line of North Central Avenue; thence northerly in a straight line to a point in the southwesterly line of West Grand Avenue which is 316 feet easterly of (measured on said southerly line) the point of intersection of said southerly line of West Grand Avenue with the east line of North Central Avenue; thence southeasterly along said southerly line of West Grand Avenue a distance of 152.75 feet to the point of beginning all in Cook County, Illinois.

Address Commonly Known As:

5501 West Grand Avenue
Chicago, Illinois 60639.

Permanent Real Estate Tax Index Number (P.I.N.):

13-33-100-006-8003.

APPROVAL OF CLASS L TAX INCENTIVE DESIGNATION
FOR ROANOKE BUILDING AND TOWER
AT 11 SOUTH LA SALLE STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a Class L Tax Incentive Classification for the Roanoke Building and Tower, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City's 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Carothers 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 unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the

county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, Prime LaSalle/Madison Partners, L.L.C., an Illinois limited liability company (the "Owner"), is the owner of the historic building known as the Roanoke Building and Tower located at 11 South LaSalle Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, It is expected that the City Council of the City (the "City Council") will adopt an ordinance designating the Roanoke Building and Tower as a Chicago Landmark pursuant to the criteria established in Section 2-120-580 of the Municipal Code of Chicago, and such designation as a Chicago landmark meets the definition of landmark pursuant to Section 1 of the Classification Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Roanoke Building and Tower, repairing the exterior facades, upgrading interior public spaces, and installing new mechanicals (the "Project"), thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base; and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, Pursuant to the Classification Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in Section 1 of the Classification Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance), which constitutes an investment by the owner of at least fifty percent (50%) of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least twenty-four (24) continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial

Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, On August 2, 2007, the Landmarks Commission issued a written recommendation of the Project to the City Council, conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate shall have been occupied and used for the twenty-four (24) month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the building only; and

WHEREAS, The Department of Planning and Development of the City ("D.P.D.") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive.

SECTION 4. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 5. The Commissioner of D.P.D. (the "Commissioner"), or a designee of the Commissioner, is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 6. The Commissioner, or a designee of the Commissioner, is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts as shall be necessary or advisable in connection with the Project which reflect the terms described in Exhibit 3 hereto, or such other terms and conditions as may be imposed or approved in connection with the Project by the Commissioner.

SECTION 7. The Owner shall erect a sign of size, content and style approved by both the Commissioner and the Owner in a conspicuous location on the Project Real Estate during the construction and development of the Project, indicating that D.P.D. and Cook County have provided Landmark-related project assistance and that the Building is a Chicago Landmark. The City shall have the right to include the name, photographs, artistic renderings of the Project and other pertinent information regarding the Owner, the Project Real Estate and the Project in the City's promotional literature and communications.

SECTION 8. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 9. This ordinance shall be effective from and after its passage and approval.

Exhibits 1, 2 and 3 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description.

Parcel 1:

The north 90 feet of Lot 1 and that part of the north 90 feet of Lot 2 in subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 of School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which lies east of a line extending south from a point on the north line of said Lot 2 which is 15.24 feet west from the northeast corner thereof to a point on the south line of said Lot 2 which is 14.90 feet west from the southeast corner thereof.

Parcel 2:

Also Lot 3 and that part of Lot 2 in subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which lies west of a line extending south from a point on the north line of said Lot 2 which is 15.24 feet west from the northeast corner thereof to a point on the south line of said Lot 2 which is 14.90 feet west from the southeast corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying south of the north 90 feet of Lot 2 and falling within the East 15 of Lot 2.

Parcel 3:

Together with Lot 1 (except the south 2 feet thereof) in Major's Subdivision of Sublots 4, 5, 6 and 8 and the west 15 feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for LaSalle Street) in the subdivision of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

11 South LaSalle Street:

Permanent Index Numbers:

17-16-204-001-0000; and

17-16-204-003-0000.

Exhibit 2.
(To Ordinance)

City Of Chicago
Commission On Chicago Landmarks
August 2, 2007

Recommendation To The City Council That
A Class L Real Estate Tax Reduction
Be Approved For The
Roanoke Building And Tower
11 South LaSalle Street.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed rehabilitation of the Roanoke Building and Tower, an office building proposed for rehabilitation located at 11 South LaSalle Street (the "Building", and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, The Roanoke Building and Tower was recommended as a Chicago landmark by the Commission to the City Council of the City of Chicago (the "City Council") on August 2, 2007; now, therefore,

The Commission on Chicago Landmarks hereby:

1. incorporates the above recitals; and
2. finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as (Sub)Exhibits A and B respectively, that the Project meets or exceeds the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings; and
3. finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and

4. recommends, conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (8-0).

(Signed) David Mosena
Chairman

Dated: August 2, 2007

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Recommendation)

Prime LaSalle/Madison Partners, L.L.C.
Project Budgets.

	Class L Eligible Cost	Total
Hard Costs:		
Facade Repairs	\$3,500,000	\$3,500,000
Elevator Modernization	2,000,000	2,000,000
Elevator Cab	400,000	400,000
Sprinkler System	2,200,000	2,200,000
Mechanical System Upgrades	1,000,000	1,000,000
Office Lobby Renovation	800,000	800,000

	Class L Eligible Cost	Total
Common Corridor Renovation	\$ 500,000	\$ 500,000
Window Repairs	300,000	300,000
Carillon Restoration	50,000	50,000
Building Exterior Lighting	100,000	100,000
Contingency*	650,000	650,000
Tenant Improvements	0	5,600,000
Total:	11,500,000	17,100,000
Soft Costs:		
Lease Commissions	0	2,100,000
A & E fees	700,000	700,000
Legal	250,000	250,000
Construction Management	160,000	160,000
Developer Fees	480,000	480,000
Financing Fees	0	3,850,000
Contingency	1,110,000	1,110,000
Total:	2,700,000	8,650,000
TOTAL PROJECT COSTS:	14,200,000	25,750,000

* To the extent sufficient funds remain from the hard cost contingency, the funds shall be used to recreate the ornamental coping at the parapet wall of the 22nd floor roofline (Madison Street and LaSalle Street frontage only); cost is estimated to be Four Hundred Thousand Dollars (\$400,000) -- Five Hundred Thousand Dollars (\$500,000).

(Sub)Exhibit "B".

(To Commission On Chicago Landmarks Recommendation)

Scope Of The Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.
- The review and approval of the Commission.
- The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.
- Historic photographs, architectural drawings and any other available archival documentation of the building, to be investigated and assembled by the property owner.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches and control samples.

Required work to include:

Exterior:

- Work shall include masonry repair and tuck-pointing as required.
- Clean masonry at Madison Street and LaSalle Street elevations.
- Add architectural lighting to the thirty-six (36) story tower.
- Restoration of the Carillon in the tower, subject to structural approval.
- Window repair.

- To the extent sufficient funds remain from the hard cost contingency, the funds shall be used to recreate the ornamental coping at the parapet wall of the 22nd floor roofline (Madison Street and LaSalle Street frontage only)

Interior:

The grade level will retain retail space and the upper-floor office space will remain. Work shall include:

- The elevators will be modernized and a sprinkler system will be installed for the entire building.
- The mechanical system will be upgraded.
- The first-floor office lobby and entry and upper floor elevator lobbies are to be renovated.

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Exhibit 3.
(To Ordinance)

*Additional Requirements: Energy-Efficiency
And Environmental Quality Measures.*

Common Corridors And Restrooms Finishes. Any new finishes shall include carpet systems that (a) contain at least ten percent (10%) recycled content and (b) have the label of the Carpet and Rug Institute's Green Label Plus. Corridor and restrooms shall use Low VOC paints and coatings.

Common Corridors And Restrooms, Lighting. To the extent that any common corridor or restroom light fixtures are replaced, the replacement fixtures shall be Lithonia RT5 fixtures (or T5 fixtures of comparable efficiency). To the extent that any restroom light fixtures are replaced, the replacement fixtures shall be equipped with motion sensors.

Common Restrooms, Equipment And Fixtures. To the extent that any water heaters are replaced, the replacement water heaters shall comply with

A.S.H.R.A.E. 90.1-2004. To the extent that any plumbing fixtures are replaced, the replacement fixtures shall reduce water use by at least twenty percent (20%) after meeting Energy Policy Act of 1992 fixture performance requirements.

Tenant Improvements, Building Standard. Building Standard for new tenant improvements shall include: carpet systems that (a) contain at least ten percent (10%) recycled content and (b) have the label of the Carpet and Rug Institute's Green Label Plus; specified use of Low VOC paints and coatings; Lithonia RT5 lighting fixtures (or T5 fixtures of comparable efficiency); lighting fixtures immediately adjacent to the exterior windows equipped with motion sensors or dimming ballasts. Landlord will encourage office tenants to meet or exceed the Building Standard, but cannot impose the Building Standard on tenants.

Roof Coating. A new energy-star rated reflective paint shall be applied to the existing exterior roof surface.

Upon completion of the project, the owner shall submit certification by the project engineer/architect to D.P.D. stating how each requirement was met.

APPROVAL OF CLASS L TAX INCENTIVE DESIGNATION FOR
CONTINENTAL AND COMMERCIAL NATIONAL BANK
BUILDING AT 208 SOUTH LA SALLE STREET.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a Class L Tax Incentive Classification for the Continental and Commercial National Bank Building, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Real Property Assessment Classification Ordinance, as amended (the "Classification Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, 208 S. LaSalle, L.L.C., a Delaware limited liability company (the "Owner"), is the owner of the historic building known as the Continental and Commercial National Bank Building (the "Building") located at 208 South LaSalle Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, It is expected that the City Council of the City (the "City Council") will adopt an ordinance designating the Building as a Chicago landmark pursuant to the criteria established in Section 2-120-580 of the Municipal Code of Chicago, and such designation as a Chicago landmark meets the definition of landmark pursuant to Section 1 of the Classification Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Building thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the Classification Ordinance; and

WHEREAS, Pursuant to the Classification Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in Section 1 of the Classification Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in Section 1 of the Classification Ordinance), which constitutes an investment by the owner of at least fifty percent (50%) of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least twenty-four (24) continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the Building is situated shall be eligible for the incentive; and

WHEREAS, Section 2 of the Classification Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in Section 1 of the Classification Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department

of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in Section 1 of the Classification Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in Section 1 of the Classification Ordinance); and

WHEREAS, On July 12, 2007, the Landmarks Commission issued a written recommendation of the Project to the City Council; conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate shall have been occupied and used for the twenty-four (24) month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Building only; and

WHEREAS, The Department of Planning and Development of the City ("D.P.D.") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive.

SECTION 4. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States

Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

SECTION 5. The Commissioner of D.P.D. (the "Commissioner"), or a designee of the Commissioner, is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 6. The Commissioner, or a designee of the Commissioner, is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts as shall be necessary or advisable in connection with the Project which reflect the terms described in Exhibit 3 hereto, or such other terms and conditions as may be imposed or approved in connection with the Project by the Commissioner.

SECTION 7. The Owner shall erect a sign of size, content and style approved by both the Commissioner and the Owner in a conspicuous location on the Project Real Estate during the rehabilitation of the Building, indicating that D.P.D. and Cook County have provided Landmark-related project assistance and that the Building is a Chicago Landmark. The City shall have the right to include the name, photographs, artistic renderings of the Project and other pertinent information regarding the Owner, the Project Real Estate and the Project in the City's promotional literature and communications.

SECTION 8. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 9. This ordinance shall be effective from and after its passage and approval.

Exhibits 1, 2 and 3 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description (subject to final title and survey):

Full parcel located on Block 97 of the School Section Addition of Chicago, Cook County, Illinois. .

Address Commonly Known As:

208 South LaSalle Street.

Permanent Index Number:

17-16-220-001-0000.

Exhibit 2.
(To Ordinance)

City Of Chicago
Commission On Chicago Landmarks
July 12, 2007

Recommendation To The City Council
That A Class L Real Estate Tax Reduction
Be Approved For The Continental And
Commercial National Bank Building
208 South LaSalle Street.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, The Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed rehabilitation of the Continental and Commerce National Bank Building, an office building proposed for rehabilitation and reuse, located at 208 South LaSalle Street (the "Building", and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

Whereas, The Continental and Commerce National Bank Building was recommended as a Chicago Landmark by the Commission to the City Council of the City of Chicago (the "City Council") on July 12, 2007; now, therefore,

The Commission on Chicago Landmarks hereby:

1. incorporates the above recitals; and

2. finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as (Sub)Exhibits A and B, respectively, that the Project meets or exceeds the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings; and
3. finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and
4. recommends, conditioned upon a final determination by the City Council to designate the building as a Chicago landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (7 - 0).

(Signed) Lisa Willis
For David Mosen, Chairman

Dated: July 12, 2007

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Recommendation)

208 South LaSalle, L.L.C. Project Budget.

	Office	Hotel	Class L Eligible Cost	Total Cost
Hard Costs:				
Demolition	\$ -	\$4,000,000	\$4,000,000	\$4,000,000
Lobby Renovation	1,800,000	-	1,800,000	1,800,000

	Office	Hotel	Class L Eligible Cost	Total Cost
Retail Arcade	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 1,200,000
Elevator Modernization	2,000,000	1,950,000	3,950,000	3,950,000
Fire Sprinkler System	3,000,000	-	3,000,000	3,000,000
Facade Rehabilitation	1,500,000	500,000	2,000,000	2,000,000
Hotel Interior	-	106,500,000	106,500,000	106,500,000
Office/Retail Interior	7,000,000	-	7,000,000	7,000,000
Hotel FF&E	-	19,750,000	9,000,000	19,750,000
Hotel Equipment	-	3,940,000	-	3,940,000
Hard Cost Contingency	1,000,000	4,000,000	5,000,000	5,000,000
Total:	\$17,500,000	\$140,640,000	\$143,450,000	158,140,000
Soft Costs:				
Lease Commissions	\$2,000,000	-	-	\$2,000,000
A & E Fees	429,000	5,568,000	5,997,000	5,997,000
Legal Fees	400,000	400,000	8,000,000	800,000
Construction Insurance	-	500,000	500,000	500,000
Construction Management	225,000	2,175,000	2,400,000	2,400,000
Developer Fees	2,000,000	4,900,000	6,900,000	6,900,000

	Office	Hotel	Class L Eligible Cost	Total Cost
Other -- Financing	\$2,435,000	\$39,630,000	\$ --	\$ 42,065,000
Contingency	1,543,000	9,100,000	10,643,000	10,643,000
Total:	\$9,032,000	\$62,273,000	\$ 34,440,000	\$ 71,305,000
		TOTAL:	\$177,890,000	\$229,445,000

(Sub)Exhibit "B".

(To Commission On Chicago Landmarks Recommendation)

Scope Of The Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.
- The review and approval of the Commission.
- The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 7, 1992.
- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required work to include:

Exterior.

- Work shall include masonry repair and tuckpointing as required.
- At all elevations, clean granite base of building and spot clean upper-story terra cotta as needed.
- At roof line (LaSalle Street frontage only), recreate in substitute materials the missing wing walls and finials at the attic roof and at the penthouse roof (LaSalle frontage and returns), recreate the cresting. Both the cresting and the finials will incorporate light fixtures.
- Install architectural facade lighting.
- At the east and north elevations, new storefront windows and doors will be installed at the first floor and new windows at the second and third floors.
- On floors 4 -- 12: new windows will be installed on all exterior elevations, and new interior storm windows will be installed on all courtyard elevations.
- New hotel canopy at the Adams Street entrance.
- All fire escapes and metal attachments as well as the clock and canopy on LaSalle Street will be removed and the masonry repaired in these locations.

Interior.

- Work shall include conversion of floors 2 -- 12 from office space to a hotel with approximately six hundred nineteen (619) rooms. Floors 13 -- 20 will remain office space. The grade level will retain retail space and office lobby space and add a new hotel lobby. The basement will also be rehabilitated for hotel use.
- New interior exit stairs will be constructed.
- The elevators will be modernized and a sprinkler system will be installed for the entire building.
- Mechanical, electrical and plumbing systems for floors 2 -- 12 will be modified and upgraded.

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Exhibit 3.
(To Ordinance)

*Additional Requirements: Energy-Efficiency
And Environmental Quality Measures.*

The Owner has agreed to undertake the following:

New Mechanical Systems. As part of the planned hotel conversion, a new H.V.A.C. system will be installed for the hotel space. This system shall increase equipment efficiency and include appropriate zoning and controls for mechanical equipment efficiency. The new hotel mechanical system will comply with ASHRAE 90.1-2004.

Hotel Common Corridors And Restrooms Finishes. Finishes shall include carpet systems that contain at least ten percent (10%) recycled content. Corridor and restrooms shall use Low VOC paints and coatings. Currently, manufacturers do not produce Green Label Plus carpet of sufficient durability for hotel common areas.

Hotel Rooms. Finishes shall include carpet systems that (a) contain at least ten percent (10%) recycled content and (b) have the label of the Carpet and Rug Institute's Green Label Plus. Low VOC paints and coatings shall be specified.

Office Common Corridors And Restrooms Finishes. Any new finishes shall include carpet systems that (a) contain at least ten percent (10%) recycled content and (b) have the label of the Carpet and Rug Institute's Green Label Plus. Corridor and restrooms shall use Low VOC paints and coatings.

Office Common Corridors And Restrooms, Lighting. To the extent that any common corridor or restroom light fixtures are replaced, the replacement fixtures shall be Lithonia RT5 fixtures (or T5 fixtures of comparable efficiency). To the extent that any restroom light fixtures are replaced, the replacement fixtures shall be equipped with motion sensors.

Office Common Restrooms, Equipment And Fixtures. To the extent that any water heaters are replaced, the replacement water heaters shall comply with

ASHRAE 90.1-2004. To the extent that any plumbing fixtures are replaced, the replacement fixtures shall reduce water use by at least twenty percent (20%) after meeting Energy Policy Act of 1992 fixture performance requirements.

Office Tenant Improvements, Building Standard. Building Standard for new tenant improvements shall include: carpet systems that (a) contain at least ten percent (10%) recycled content and (b) have the label of the Carpet and Rug Institute's Green Label Plus; specified use of Low VOC paints and coatings; Lithonia RT5 lighting fixtures (or T5 fixtures of comparable efficiency); lighting fixtures immediately adjacent to the exterior windows will be equipped with, motion sensors or dimming ballasts. Landlord will encourage office tenants to meet or exceed the Building Standard, but cannot impose the Building Standard on tenants.

Roof Coating. A new energy-star rated reflective paint shall be applied to the existing exterior roof surface.

Upon completion of the project, the owner shall submit certification by the project engineer/architect to D.P.D. stating how each requirement was met.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY
AND APPROVAL OF 2008 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 39.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of the 2007 tax levy and the approval of the 2008 budget for Special Service Area Number 39, amount to be levied: \$753,772, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On November 8, 2006, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 39 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2030, not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area on Archer Avenue, from California Avenue to Karlov Avenue; Kedzie Avenue, from Archer Avenue to 48th Street; and Pulaski Road, from 45th Street to 51st Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, Notwithstanding any provision of this or any other ordinance (including but not limited to the Establishment Ordinance) to the contrary, the Department of Planning and Development ("D.P.D.") has prepared and transmitted to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2008, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2007 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, D.P.D. anticipates recommending a service provider and a service provider agreement for the provision of the Special Services in the Area for the fiscal year 2008 to the City Council in the future; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Brighton Park-Archer Heights Special Service Area

Commission Special Service Area Budget.

For the fiscal year commencing January 1, 2008 and ending December 31, 2008.

Expenditures

Service Provider Agreement
for the provision of Special
Services

\$845,972

Total Budget Request:

\$845,972

Source Of Funding

Tax levy at an annual rate not to exceed one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property within Special Service Area Number 39	\$753,772
Carryover funds from previous tax years	\$ 92,200

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of Seven Hundred Fifty-three Thousand Seven Hundred Seventy-two Dollars (\$753,772) as the amount of the Services Tax for the tax year 2007.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 25, 2007, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2007 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
IMPOSITION OF TAX LEVY, APPROVAL OF 2008
BUDGET AND EXECUTION OF SERVICE
PROVIDER AGREEMENT FOR SPECIAL
SERVICE AREA NUMBER 44.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of Special Service Area Number 44, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 7, 2007, the City Council of the City of Chicago (the "City") adopted an ordinance entitled Authorization for Imposition of Tax Levy, Approval of 2008 Budget and Execution of Service Provider Agreement for Special Service Area Number 44 (the "Ordinance"), published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of November 7, 2007 at pages 13653 -- 13724; and

WHEREAS, The Ordinance included exhibits showing the legal description, boundary map and list of parcels by permanent index numbers for the property to be included in Special Service Area Number 44 (the "Area"); and

WHEREAS, Said exhibit including the list of parcels by permanent index numbers subsequently was discovered to have contained an unintended, de minimis error in incorrectly identifying the parcels to be included in the Area; and

WHEREAS, The legal description and the boundary map correctly indicate the Area as it is intended to be described; and

WHEREAS, When viewed together, the legal description, the boundary map and the list of parcels fairly apprise the public and affected taxing districts of the property to be included in the Area, and the City desires to reform and correct the list of parcels to reflect the intended boundaries of the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Amendment Of Prior Ordinance. The list of parcels by permanent index numbers in Exhibit 3 to the Ordinance, published in the *Journal* of November 7, 2007 at page 13660 is hereby reformed and corrected to reflect the parcels intended to be included in the Area by deleting the struck-through language and adding the underlined language as set forth in Exhibit 1 to this ordinance.

SECTION 3. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk"), in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate list of parcels by permanent index number attached as

Exhibit 1. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance and the prior ordinance on or before December 25, 2007. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance along with the prior ordinance on or prior to December 25, 2007, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax (as defined in the Ordinance) provided for in the Ordinance, said Services Tax to be extended for collection by the County Clerk for the tax year 2007 against all the taxable property within the Area, the amount of the Services Tax levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance on or before December 14, 2007.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

*Corrected And Reformed List Of Parcels
By Permanent Index Numbers.*

*Special Service Area Number 44
103rd Street -- Beverly.*

2507412040	2518200020
2507412046	2518200021
2507412047	2518200044

12/12/2007

REPORTS OF COMMITTEES

17063

2507412048	2518200045
2507412049	2518201001
2507412055	2518201002
2507412056	2518201003
2507413020	2518201004
2507413021	2518201005
2507413022	2518201006
2507413023	2518201007
2507413024	<u>2518500001</u>
2507500002	

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND REFUND OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 27, October 31 and November 7 and 13, 2007 sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Latino Chicago Theater Company.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Zoning Administrator 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 Latino Chicago Theater Company, 8500 South Brandon Avenue, for Latino Chicago Theater Company Community Theater located at 2612 -- 2626 West Ogden 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.

United Church Of Rogers Park.

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

SECTION 1. That the Executive Director of the Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, 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 United Church of Rogers Park, 1545 West Morse Avenue, for interior renovations of an existing structure on the premises known as 1545 West Morse Avenue.

Said building and other facilities shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS.

Day Care.

V & J Day Care, Inc.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the

following day care center, 2 -- 6 years, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual Day Care License fee (Code 1584) for the period beginning November 16, 2007 until September 15, 2009:

V & J Day Care Center, Inc.
1 East 113th Street, Suite 1.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Limited Business.

Mexican From The Outside In/M.E.D.A.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Limited Business License fee (Code 1010) for the period beginning June 15, 2007 and ending June 15, 2009:

Mexican from the Outside In/M.E.D.A.
(Mejorandonos Educandonos Damas Ayuda)
4051 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REFUND OF FEES.

Center For Seniors.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$250.00 to Center for Seniors, a not-for-profit organization located

at 5320 North Kedize Avenue, for the purchase of a Limited Business License Number 1802B15.

Inspiration Corporation.
(4554 North Broadway).

Ordered, That the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of \$982.50 to the Inspiration Corporation, a not-for-profit institution located at 4554 North Broadway, Suite 207, representing payment of the annual Retail Food/Raffle Establishment License fee (Code 1006) and annual Raffle License fee (Code 1625), Account Number 23498, for the period of August 16, 2007 through July 15, 2009.

Inspiration Corporation.
(4715 North Sheridan Road).

Ordered, That the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of \$972.08 to the Inspiration Corporation, a not-for-profit institution located at 4715 North Sheridan Road, representing payment for the annual Retail Food Establishment License fee (Code 1006) and annual Limited Business License fee (Code 1010), Account Number 23498, for the period of August 16, 2007 through July 15, 2009.

EXEMPTION OF HEARTLAND INTERNATIONAL HEALTH CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING NOVEMBER 15, 2008.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

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 Heartland International Health Center, 2200 West Touhy Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2008, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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, all the water/sewer plan review fees, free of charge, notwithstanding other ordinance of the City of Chicago to the contrary, to Heartland International Health Center, 2200 West Touhy Avenue, for the erection and maintenance of the building on the premises known as 2200 West Touhy Avenue.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted and all appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenance thereto shall be constructed and maintained so that they shall comply in all respects with requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Heartland International Health Care, a not-for-profit Illinois corporation located at 2200 West Touhy Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city licenses fees and shall be entitled to be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Heartland International Health Care 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 November 15, 2008.

EXEMPTION OF MUSEUM OF CONTEMPORARY ART FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Reilly (42nd Ward) exempting the Museum of Contemporary Art, 220 East Chicago Avenue and 1747 West Hubbard Street, from

payment of all city permit, license and inspection fees for the period ending December 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 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, the Director of Revenue, the Director of Business Affairs and Licensing and the Zoning Administrator are hereby directed to issue all necessary permits and licenses, all on-site water/sewer inspection fees, all water/sewer plan review fees, and all licenses and permits fees, free of charge, notwithstanding other ordinance of the City of Chicago to the contrary, to the Museum of Contemporary Art, a not-for-profit Illinois corporation, related to its buildings located at 220 East Chicago Avenue and 1747 West Hubbard Street.

The Museum of Contemporary Art buildings and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and any 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 the various departments of the City of Chicago. Furthermore, all buildings shall be maintained so that they comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago.

SECTION 2. The Museum of Contemporary Art, a not-for-profit Illinois corporation, is engaged in cultural, educational and related activities, shall be exempt from the payment of city licences and permits fees and shall be entitled to the cancellation of warrants for the collection of inspections fees.

SECTION 3. The Museum of Contemporary Art shall be entitled to a refund of any and all city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance for the period of January 1, 2007 through December 31, 2007.

SECTION 4. This ordinance shall take effect after its passage.

EXEMPTION OF VIVA FAMILY HEALTH CENTER FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting Viva Family Health Center, 2516 West Division Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management, the Commissioner of Fire and the Zoning Commissioner are hereby authorized and directed to waive all necessary building permits fees, all on site water/sewer inspection fees and all water/sewer plan review fees, not withstanding all other ordinances of the City of Chicago to the contrary, to Viva Family Health Center, a not-for-profit Illinois corporation, related to the erection and maintenance of a building at 2516 West Division 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 of profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and said building and all respects with the requirements of the appropriate provisions of the Municipal Code for the City of Chicago for the insurance of all permits and licenses.

SECTION 2. Viva Family Health Center, a not-for-profit Illinois corporation located at 3305 -- 3311 West Division Street, engaged in educational and faith-based activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Viva Family Health Center shall be entitled to a refund of city fees which it has paid and from which is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication but in no event beyond December 31, 2008.

AUTHORIZATION FOR WAIVER, CANCELLATION AND
RELEASE OF DEMOLITION LIENS FOR
ABC CHURCH OF GOD IN CHRIST.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred October 31, 2007 proposed ordinance transmitted herewith to authorize the waiver, cancellation and release of demolition lien for ABC Church of God In Christ/ 1951 West Erie Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of the City of Chicago, the Corporation Counsel is hereby authorized and directed to waive, cancel and release demolition lien(s), in the amount of Eleven Thousand Five Hundred and 40/100 Dollars (\$11,500.40), entered against the ABC Church of God In Christ for the property located at 1951 West Erie Street (Permanent Index Number 17-07-212-004, Document Number 97406623, Case Number 06 CH 25705).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing

the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABDULLAH	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/22/2005	0.00
ACEVEDO	POLICE OFFICER	TENTH DISTRICT	6/23/2007	0.00
ACEVEDO	POLICE OFFICER	TENTH DISTRICT	7/25/2007	0.00
ACEVEZ	POLICE OFFICER	FIRST DISTRICT	7/05/2007	0.00
ADAMS	POLICE OFFICER	FOURTH DISTRICT	5/07/2006	0.00
ALEXANDER	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/2007	0.00
ALI	POLICE OFFICER	FOURTH DISTRICT	10/16/1998	0.00
ALI	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/2007	0.00
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	10/13/2000	0.00
ALMANZA	POLICE OFFICER	TENTH DISTRICT	6/09/2007	0.00
ANDERSON	POLICE OFFICER	FIFTEENTH DISTRICT	7/12/2007	0.00
ARGENTINO	POLICE OFFICER	OPERATIONAL SERVICES	4/16/2007	0.00
ARTIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/17/2007	0.00
BADILLO	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/2006	0.00
BAKER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/09/2007	0.00
BAKER-WHITE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	6/09/2007	0.00
BALA	POLICE OFFICER	FOURTEENTH DISTRICT	8/15/2007	0.00
BALASZ	POLICE OFFICER	FIFTH DISTRICT	5/22/2007	0.00
BALCITIS	POLICE OFFICER	NINTH DISTRICT	7/26/2007	0.00
BARDEE	POLICE OFFICER	NINTH DISTRICT	9/06/2007	0.00
BARBER	POLICE OFFICER	FIRST DISTRICT	8/24/2006	0.00
BARNES	POLICE OFFICER	RECRUIT TRAINING	9/27/2006	0.00
BATIZ	POLICE OFFICER	RECRUIT TRAINING	8/06/2007	0.00
BEDNAREK JR	POLICE OFFICER	SIXTH DISTRICT	8/04/2007	0.00
BERGESSON	POLICE OFFICER	UNKNOWN	8/02/2007	0.00
BILOTTI	POLICE OFFICER	FOURTH DISTRICT	9/24/2007	0.00
BLAYDES	POLICE OFFICER	UNKNOWN	1/06/2007	0.00
BOJAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/14/2007	0.00
BOND	POLICE OFFICER	FIFTEENTH DISTRICT	9/09/2007	0.00
BOYD-MCKNIGHT	POLICE OFFICER	TWELFTH DISTRICT	6/18/2005	0.00
BREEN	POLICE OFFICER	NINTH DISTRICT	7/31/2007	0.00
BREIER	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	1/01/2007	0.00
BRIGGS-HOHF	POLICE OFFICER	UNKNOWN	7/30/2007	0.00
BRONSKI	POLICE OFFICER	EIGHTH DISTRICT	5/23/2007	0.00
BROOKS	POLICE OFFICER	EIGHTH DISTRICT	3/09/2007	0.00
BROWN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/12/2007	0.00
BROWN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/20/2007	0.00
BROWN-JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/05/2005	0.00
BROWN-JONES	POLICE OFFICER	THIRD DISTRICT	4/25/2006	0.00
BRYJA	POLICE OFFICER	ELEVENTH DISTRICT	7/23/2007	0.00
BRYK	POLICE OFFICER	UNKNOWN	7/13/2007	0.00
BUCKHALTER	POLICE OFFICER	SECOND DISTRICT	7/03/2007	0.00
BUGGS	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	9/28/2006	0.00
BUX	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/2007	0.00
CABALLERO	POLICE OFFICER	TENTH DISTRICT	8/14/2007	0.00
CALACE	POLICE OFFICER	TENTH DISTRICT	7/20/2007	0.00
CAMPBELL	POLICE OFFICER	THIRD DISTRICT	7/07/2007	0.00
CAMPOS	POLICE OFFICER	RECRUIT TRAINING	8/22/2007	0.00
CAND	POLICE OFFICER	TWENTIETH DISTRICT	4/19/2007	0.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CANTORE	POLICE OFFICER	ELEVENTH DISTRICT	12/30/2006	0.00
CARRENO	POLICE OFFICER	SEVENTH DISTRICT	9/14/2007	0.00
CARTER	POLICE OFFICER	EIGHTH DISTRICT	3/08/2007	0.00
CARVAJAL	POLICE OFFICER	FOURTEENTH DISTRICT	9/05/2007	0.00
CAVAZOS	POLICE OFFICER	SIXTH DISTRICT	8/30/2007	0.00
CHINCHILLA	POLICE OFFICER	ELEVENTH DISTRICT	7/30/2007	0.00
CHINCHILLA	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2007	0.00
CHISEM	POLICE OFFICER	SECOND DISTRICT	2/24/2007	0.00
CIARDULLO	POLICE OFFICER	NINTH DISTRICT	6/22/2007	0.00
CLARK	POLICE OFFICER	SIXTH DISTRICT	8/11/2007	0.00
CLUBB	POLICE OFFICER	SEVENTH DISTRICT	7/04/2007	0.00
COLYAR	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/05/2006	0.00
CONNELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	10/27/2006	0.00
CONNELLY	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/25/2005	0.00
CONROY	SERGEANT	TWENTY-SECOND DISTRICT	12/16/2006	0.00
CONRY	POLICE OFFICER	NINTH DISTRICT	5/09/2007	0.00
CONWAY	POLICE OFFICER	UNKNOWN	7/15/2007	0.00
CORDERO	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	0.00
CORNELISON	POLICE OFFICER	NINTH DISTRICT	9/05/2007	0.00
CORTES	POLICE OFFICER	EIGHTEENTH DISTRICT	9/05/2007	0.00
CORTEZ	POLICE OFFICER	TENTH DISTRICT	12/14/2006	0.00
COSENTINO	POLICE OFFICER	TENTH DISTRICT	8/13/2007	0.00
COTHRAN	POLICE OFFICER	SIXTEENTH DISTRICT	8/30/2007	0.00
COVELLO	POLICE OFFICER	UNKNOWN	9/24/2006	0.00
CREED	POLICE OFFICER	SEVENTEENTH DISTRICT	8/05/2005	0.00
CRUZ	POLICE OFFICER	THIRD DISTRICT	12/01/2006	0.00
CULLOTTA-JENNINGS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/30/2007	0.00
CUNNINGHAM	POLICE OFFICER	SEVENTEENTH DISTRICT	1/19/2005	0.00
CYGNAR	POLICE OFFICER	RECRUIT TRAINING	2/21/1995	0.00
DAHL	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/2002	0.00
DALTO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/18/2006	0.00
DANGLES	POLICE OFFICER	EIGHTH DISTRICT	2/24/1985	0.00
DANILOV	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/17/2005	0.00
DAVIS	POLICE OFFICER	FIRST DISTRICT	9/01/2007	0.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	1/09/2007	0.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	2/11/2007	0.00
DAMSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/28/2007	0.00
DECKER	POLICE OFFICER	TWENTIETH DISTRICT	8/16/2007	0.00
DEEREN	POLICE OFFICER	RECRUIT TRAINING	8/24/2007	0.00
DEHAAN	POLICE OFFICER	TENTH DISTRICT	8/31/2007	0.00
DEL PILAR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/19/2007	0.00
DELIA	POLICE OFFICER	FOURTEENTH DISTRICT	7/03/2007	0.00
DERCOLA	POLICE OFFICER	EIGHTH DISTRICT	6/15/2007	0.00
DIFRANCO	POLICE OFFICER	FIFTH DISTRICT	7/01/2007	0.00
DINEEN	POLICE OFFICER	FIFTEENTH DISTRICT	4/30/2007	0.00
DINKHA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/05/2007	0.00
DUDLEY	POLICE OFFICER	TWENTIETH DISTRICT	7/17/2007	0.00
		CENTRAL DETENTION SECTION	8/12/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DUNN	POLICE OFFICER	TWELFTH DISTRICT	8/25/2007	0.00
DUNN	POLICE OFFICER	VICE CONTROL SECTION	7/12/2007	0.00
DWORAKOWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/06/2006	0.00
EDCHAVARRIA	POLICE OFFICER	FIRST DISTRICT	2/10/2007	0.00
EDWARDS	POLICE OFFICER	SECOND DISTRICT	6/29/2006	0.00
EDWARDS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/2005	0.00
ENRIQUEZ	POLICE OFFICER	TENTH DISTRICT	5/30/2007	0.00
ESCALANTE	POLICE OFFICER	SECOND DISTRICT	6/27/2007	0.00
ESCAMILLA	POLICE OFFICER	TENTH DISTRICT	6/26/2007	0.00
EVANS	POLICE OFFICER	SIXTH DISTRICT	6/27/2007	0.00
FABIAN	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	6/24/2007	0.00
FAMIGLIETTI	POLICE OFFICER	FIRST DISTRICT	6/13/2007	0.00
FANELLI	POLICE OFFICER	EIGHTH DISTRICT	9/13/2007	0.00
FARRELL	POLICE OFFICER	FIRST DISTRICT	7/17/2007	0.00
FENCL	POLICE OFFICER	GUN REGISTRATION	6/30/2006	0.00
FENNER	POLICE OFFICER	ALTERNATIVE RESPONSE UNIT	7/22/2007	0.00
FEREK	POLICE OFFICER	UNIONED UNIT	6/23/2007	0.00
FIGUEROA	POLICE OFFICER	FIFTEENTH DISTRICT	9/08/2007	0.00
FITZPATRICK	POLICE OFFICER	ELEVENTH DISTRICT	1/12/2006	0.00
FLAKES	POLICE OFFICER	SEVENTH DISTRICT	7/29/2007	0.00
FLISK	POLICE OFFICER	TWELFTH DISTRICT	6/28/2007	0.00
FLYNN	POLICE OFFICER	ELEVENTH DISTRICT	7/23/2007	0.00
FORD	POLICE OFFICER	THIRD DISTRICT	6/14/2007	0.00
FRAND	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/2006	0.00
FUENTES	POLICE OFFICER	SEVENTH DISTRICT	7/15/2007	0.00
FULLER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/08/2006	0.00
FULLMAN	POLICE OFFICER	SECOND DISTRICT	1/09/2007	0.00
FUNCHION	POLICE OFFICER	NAVAL UNIT	7/13/2006	0.00
GAJI	POLICE OFFICER	THIRD DISTRICT	4/16/2005	0.00
GAMINO	POLICE OFFICER	TENTH DISTRICT	7/08/2007	0.00
GARCIA	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	8/12/2007	0.00
GARDNER	POLICE OFFICER	FIFTH DISTRICT	7/27/2000	0.00
GASS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/17/2007	0.00
GIBBONS	POLICE OFFICER	EIGHTH DISTRICT	8/09/2007	0.00
GIOVANNIELLI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/06/2007	0.00
GLEASON-GALICH	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2005	0.00
GLYNN	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	5/08/2007	0.00
GNUTEK	POLICE OFFICER	SIXTEENTH DISTRICT	7/23/2007	0.00
GOGGIN	POLICE OFFICER	TWENTIETH DISTRICT	5/23/2007	0.00
GONZALEZ	POLICE OFFICER	TENTH DISTRICT	1/09/2005	0.00
GONZALEZ	POLICE OFFICER	SEVENTH DISTRICT	9/27/2003	0.00
GONZALEZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2007	0.00
GOODWIN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/29/2007	0.00
GORDON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/2007	0.00
GORMAN	POLICE OFFICER	SEVENTH DISTRICT	8/08/2007	0.00
GOTAY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/2007	0.00
GRABOWSKI	POLICE OFFICER	FOURTH DISTRICT	3/07/2007	0.00
GRANES	POLICE OFFICER	FIRST DISTRICT	3/01/2007	0.00
GRASZER	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/1988	0.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

*****	EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GREENWOOD	DAVID P	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/2007	0.00
GREGORSON	NATHALIE L	POLICE OFFICER	FIFTEENTH DISTRICT	8/27/2007	0.00
GRUBBS	JAMES L	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/20/2007	0.00
GUSHES	EVE	POLICE OFFICER	VICE CONTROL SECTION	5/24/2007	0.00
GUTIERREZ	GRACIEBEL	POLICE OFFICER	FIFTH DISTRICT	8/13/2007	0.00
GUZMAN	SALVADOR A	POLICE OFFICER	SIXTH DISTRICT	5/07/2007	0.00
HADDAD-WEBB	SAMANTHA M	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/2007	0.00
HADDON	JEFFREY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/10/2004	0.00
HAGGARD	JAMES P	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/28/2007	0.00
HALL	CLIFFORD	POLICE OFFICER	ELEVENTH DISTRICT	6/18/2007	0.00
HALL	TREMAINE R	POLICE OFFICER	THIRD DISTRICT	9/09/2007	0.00
HALLINAN	SHAWN	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/2005	0.00
HANDZEL	LANCE	POLICE OFFICER	FIRST DISTRICT	8/11/2007	0.00
HANNA	GLORIA	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/01/2007	0.00
HANRAHAN	THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	8/02/2007	0.00
HANSEN	EDNALYN	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2007	0.00
HANSEN	NEIL T	POLICE OFFICER	EIGHTH DISTRICT	6/01/2006	0.00
HARDT	ERICK	POLICE OFFICER	FIFTEENTH DISTRICT	8/13/2007	0.00
HARGES	FREDERICK	POLICE OFFICER	FIFTH DISTRICT	10/03/2007	0.00
HARU	GLORIA	POLICE OFFICER	TWELFTH DISTRICT	7/16/2007	0.00
HARPER	JERRY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/25/2003	0.00
HARRIS	ANGELA D	POLICE OFFICER	SEVENTH DISTRICT	8/04/2006	0.00
HARRIS	KALKEYLIU	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/06/2006	0.00
HARRISON	SHANITA	POLICE OFFICER	SECOND DISTRICT	1/25/2007	0.00
HART	CHARLES	POLICE OFFICER	RECRUIT TRAINING	9/08/2007	0.00
HART-PREUS	DEBRA	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/2007	0.00
HAYES	SEAN W	POLICE OFFICER	SEVENTH DISTRICT	12/18/2006	0.00
HENRY	BERNADETTE	POLICE OFFICER	SEVENTH DISTRICT	2/26/1989	0.00
HEPPNER	DAVID A	POLICE OFFICER	INTELLIGENCE SECTION	6/21/2007	0.00
HERNANDEZ	ARTURO	POLICE OFFICER	TENTH DISTRICT	6/13/2007	0.00
HERRERA-SOTO-KOHNEN	ANGELINA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/28/2006	0.00
HERRON	RUBY	POLICE OFFICER	THIRD DISTRICT	10/03/2005	0.00
HIGGS	MARK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/12/2007	0.00
HIHN-CZYSCON	HEIDI	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/11/2002	0.00
HONDA	DANIEL	POLICE OFFICER	TENTH DISTRICT	5/22/2007	0.00
HORTON	CASSIUS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/2007	0.00
HOWARD	ANDRE L	POLICE OFFICER	TWELFTH DISTRICT	7/19/2006	0.00
HUDSON JR	CLYDE E	POLICE OFFICER	SIXTH DISTRICT	5/02/2007	0.00
INSLEY	GREGORY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/04/2007	0.00
INSLEY	STEPHEN	POLICE OFFICER	NINTH DISTRICT	9/06/2007	0.00
IRONS	DARREN L	POLICE OFFICER	SECOND DISTRICT	2/15/2007	0.00
IVERS	NEAL	POLICE OFFICER	SECOND DISTRICT	8/27/2007	0.00
IVERS-PADRO	MARIA L	POLICE OFFICER	THIRTEENTH DISTRICT	6/04/2007	0.00
JABER	RABI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	0.00
JACKSON	DAKARI	POLICE OFFICER	FIRST DISTRICT	5/15/2007	0.00
JACKSON	ROBERT K	POLICE OFFICER	RECRUIT TRAINING	6/30/2007	0.00
JACOBY	STEVEN D	POLICE OFFICER	FIRST DISTRICT	5/05/2007	0.00
JAGLARSKI	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2006	0.00
JARA	JOSE	POLICE OFFICER	EIGHTH DISTRICT	8/14/2006	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JAROS	POLICE OFFICER	EIGHTH DISTRICT	1/10/2007	0.00
JAYCOZ	POLICE OFFICER	TWELFTH DISTRICT	8/06/2007	0.00
JEDD	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2007	0.00
JELKS	POLICE OFFICER	THIRTEENTH DISTRICT	1/23/2007	0.00
JOHNSON	POLICE OFFICER	FIFTH DISTRICT	3/22/2007	0.00
JOHNSON	POLICE OFFICER	NINTH DISTRICT	1/28/2006	0.00
JOHNSON	POLICE OFFICER	DETECTIVE DIVISION -- AREA 1	5/14/2007	0.00
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	7/12/2007	0.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	9/13/2007	0.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/26/2006	0.00
JOHNSON	POLICE OFFICER	FIRST DISTRICT	7/15/2007	0.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/25/1997	0.00
JOHNSON-SHELBY	POLICE OFFICER	TWELFTH DISTRICT	4/27/2007	0.00
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
JONES	POLICE OFFICER	FIRST DISTRICT	9/08/2007	0.00
JONES	POLICE OFFICER	THIRD DISTRICT	7/18/2007	0.00
JONES JR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	0.00
JOTAUTAS	POLICE OFFICER	SECOND DISTRICT	5/07/2006	0.00
JOYNER	POLICE OFFICER	SIXTH DISTRICT	4/28/2007	0.00
JUAREZ	POLICE OFFICER	SIXTEENTH DISTRICT	8/29/2007	0.00
KARCZ	POLICE OFFICER	SECOND DISTRICT	8/14/2007	0.00
KARCZENSKI	POLICE OFFICER	TWENTIETH DISTRICT	9/10/2007	0.00
KAST	POLICE OFFICER	DISTRICT REINSTATEMENTS	9/13/2006	0.00
KATICH	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/23/2006	0.00
KAZUPSKI	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/20/2007	0.00
KAZUPSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/03/2006	0.00
KEETER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/30/2006	0.00
KEETER	POLICE OFFICER	FIFTEENTH DISTRICT	4/26/2007	0.00
KEFALAS	POLICE OFFICER	SECOND DISTRICT	9/14/2007	0.00
KEITHLEY	POLICE OFFICER	SECOND DISTRICT	9/03/2007	0.00
KELLY	POLICE OFFICER	NINTH DISTRICT	1/16/2007	0.00
KENDRICKS	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/13/2006	0.00
KENNEDY	POLICE OFFICER	FOURTH DISTRICT	2/27/2007	0.00
KINZIE	POLICE OFFICER	SECOND DISTRICT	7/04/2007	0.00
KNUDSON	SERGEANT	ELEVENTH DISTRICT	12/06/2006	0.00
KOCANDA	POLICE OFFICER	FOURTH DISTRICT	9/06/2006	0.00
KOCANDA	POLICE OFFICER	FOURTH DISTRICT	8/04/2007	0.00
KOKIC	POLICE OFFICER	RECRUIT TRAINING	10/17/2005	0.00
KOLASA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/21/2007	0.00
KONDR	POLICE OFFICER	FOURTEENTH DISTRICT	7/02/2007	0.00
KOSTECKI	POLICE OFFICER	NINETEENTH DISTRICT	1/10/2007	0.00
KOVACS	POLICE OFFICER	SEVENTH DISTRICT	7/31/2007	0.00
KRAUT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/30/2007	0.00
KRIV	POLICE OFFICER	THIRTEENTH DISTRICT	4/29/2007	0.00
KROFFEL	POLICE OFFICER	TWENTIETH DISTRICT	6/05/1993	0.00
KROPP	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/25/2007	0.00
KUBER	POLICE OFFICER	SIXTH DISTRICT	11/21/2006	0.00
KUPRIANCZYK	POLICE OFFICER	NINETEENTH DISTRICT	8/19/2006	0.00
KURNAT	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/11/2007	0.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LACNY	VINCENT M	POLICE OFFICER	9/19/2007	0.00
LADUZINSKY	MARK J	POLICE OFFICER	8/28/2006	0.00
LAGUNAS	ALEJANDRO	POLICE OFFICER	8/04/2007	0.00
LAHORI-MARTINEZ	MYRA	POLICE OFFICER	2/05/2005	0.00
LANDORF	ERIC A	POLICE OFFICER	7/24/2006	0.00
LANE	REGINALD S	POLICE OFFICER	3/25/2000	0.00
LANZA	OSCAR E	POLICE OFFICER	6/23/2007	0.00
LARISEY	DONALD WILLIAM	POLICE OFFICER	8/28/2007	0.00
LAROCCA	ANTHONY F	POLICE OFFICER	7/15/2007	0.00
LARSON	ROBERT J	POLICE OFFICER	4/03/2007	0.00
LATKOWSKI	EILEEN	POLICE OFFICER	6/11/2007	0.00
LAVORATA	JOHN	POLICE OFFICER	7/12/2007	0.00
LAWLER	JULIA	POLICE OFFICER	7/13/2007	0.00
LEAVY	JOHN R	POLICE OFFICER	1/23/2007	0.00
LEE	SUNG	POLICE OFFICER	8/03/2007	0.00
LEONARD	AQUARIUS M	POLICE OFFICER	8/23/2007	0.00
LEONARD	MEGAN	POLICE OFFICER	4/17/2007	0.00
LIFONTI	ROBERT	POLICE OFFICER	9/11/2007	0.00
LINKER	NICHOLAS J	POLICE OFFICER	9/21/2007	0.00
LIPKA	JOHN J	POLICE OFFICER	6/18/2007	0.00
LOBIANCO	ROBERT	POLICE OFFICER	8/24/2007	0.00
LOFFREDO	STEVE	POLICE OFFICER	12/19/2006	0.00
LOPEZ	JAMES S	POLICE OFFICER	11/03/2006	0.00
LOPEZ	MATHEW J	POLICE OFFICER	7/21/2007	0.00
LUCID	JOHN P	POLICE OFFICER	3/27/2007	0.00
LYNCH	MARITA J	POLICE OFFICER	9/05/2007	0.00
LYONS	MEGAN	POLICE OFFICER	5/28/2002	0.00
MACHAIN	STEPHEN J	POLICE OFFICER	10/18/2007	0.00
MACK	PAUL	POLICE OFFICER	11/21/2006	0.00
MAGALLON	RAFAEL	POLICE OFFICER	5/21/2007	0.00
MAINES	MICHAEL H	POLICE OFFICER	3/24/2007	0.00
MALOY	BRIAN R	POLICE OFFICER	8/12/2007	0.00
MANARES	CHRIS	POLICE OFFICER	6/16/2007	0.00
MANNING	GARRIAN A	POLICE OFFICER	7/26/2007	0.00
MANSELL	JAIME	POLICE OFFICER	5/02/2007	0.00
MARTINEZ	BENJAMIN	POLICE OFFICER	9/07/2007	0.00
MARTINEZ	DANIEL	POLICE OFFICER	8/07/2007	0.00
MARTINEZ	JAIR	POLICE OFFICER	7/14/2007	0.00
MARTINEZ	JORGE A	POLICE OFFICER	6/24/2007	0.00
MARTINEZ	JORGE A	POLICE OFFICER	9/12/2007	0.00
MARTINEZ	MARIA P	POLICE OFFICER	5/08/2007	0.00
MARTINEZ	STEVE	POLICE OFFICER	5/13/2007	0.00
MASON	SHIRON D	POLICE OFFICER	8/26/2007	0.00
MASSOLLE	WILLIAM	POLICE OFFICER	1/13/2007	0.00
MATHEWS	RODNEY S	POLICE OFFICER	5/21/2007	0.00
MATKER	MARK D	POLICE OFFICER	8/10/2007	0.00
MATURA	GREGORY F	POLICE OFFICER	8/09/2007	0.00
MAYNARD	JOHNATHAN	POLICE OFFICER	11/13/2006	0.00
MC CURTY	JAMES B	POLICE OFFICER		0.00

CITY OF CHICAGO

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCCANN	POLICE OFFICER	NINTH DISTRICT	9/11/2007	0.00
MCCLAIN	POLICE OFFICER	FIFTH DISTRICT	4/09/2007	0.00
MCDERMOTT	POLICE OFFICER	FOURTH DISTRICT	12/05/2005	0.00
MCDEVITT	POLICE OFFICER	NINTH DISTRICT	3/09/2007	0.00
MCDONAGH	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	3/27/2007	0.00
MCDONALD	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/18/2006	0.00
MCDONALD	POLICE OFFICER	SIXTH DISTRICT	6/06/2007	0.00
MCGARRY	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	1/20/2007	0.00
MCGEE	POLICE OFFICER	THIRD DISTRICT	7/12/2007	0.00
MCGEE	POLICE OFFICER	SECOND DISTRICT	8/09/2007	0.00
MCGOWAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/09/2007	0.00
MCGREAL	POLICE OFFICER	EIGHTH DISTRICT	8/02/2006	0.00
MCKNIGHT	POLICE OFFICER	TWELFTH DISTRICT	8/01/2006	0.00
MCMAHON	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	7/30/2007	0.00
MCMAHON	POLICE OFFICER	SIXTH DISTRICT	10/06/2006	0.00
MERAZ	POLICE OFFICER	THIRD DISTRICT	8/04/2007	0.00
MESCALL	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/27/2007	0.00
MHEENBEEK	POLICE OFFICER	EIGHTEENTH DISTRICT	8/31/2007	0.00
MICELI	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2007	0.00
MILLAN	POLICE OFFICER	RECRUIT TRAINING	1/29/2007	0.00
MILLER	POLICE OFFICER	RECRUIT TRAINING	11/22/2006	0.00
MILLISON	POLICE OFFICER	UNKNOWN	7/29/2006	0.00
MITCHELL	POLICE OFFICER	THIRD DISTRICT	5/14/2007	0.00
MIZULA	POLICE OFFICER	UNKNOWN	6/13/2007	0.00
MONTALVA	POLICE OFFICER	RECRUIT TRAINING	7/16/2007	0.00
MONTOLVA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/2007	0.00
MOORE-COLEMAN	POLICE OFFICER	ALTERNATIVE RESPONSE UNIT	7/04/2007	0.00
MOORE-POWELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/05/2006	0.00
MORGAN	POLICE OFFICER	FOURTH DISTRICT	9/15/2007	0.00
MORRIS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/2007	0.00
MOSQUEDA	POLICE OFFICER	EIGHTH DISTRICT	8/31/2007	0.00
MOY	POLICE OFFICER	EIGHTH DISTRICT	9/03/2007	0.00
MULDER	POLICE OFFICER	SIXTEENTH DISTRICT	12/15/2005	0.00
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/17/1996	0.00
MURPHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/13/2006	0.00
MURPHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/13/2007	0.00
MURPHY	POLICE OFFICER	NARCOTICS SECTION	6/27/2007	0.00
MURPHY-WEBB	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/24/2007	0.00
MURRIN	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	2/18/2007	0.00
NAPOLITANO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/30/2007	0.00
NASSER	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/12/2007	0.00
NEITA	POLICE OFFICER	NINETEENTH DISTRICT	9/06/2007	0.00
NEUMEYER	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/2006	0.00
NORBERG	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/2007	0.00
O'BRIEN	POLICE OFFICER	TWELFTH DISTRICT	7/15/2007	0.00
O'SULLIVAN	POLICE OFFICER	TENTH DISTRICT	8/06/2007	0.00
OBZUT	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	0.00
ODEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/03/2007	0.00
ODUGBESAN	POLICE OFFICER	FIRST DISTRICT	12/02/2006	0.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
O'FLAHERTY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/09/2007	0.00
OHLSON	POLICE OFFICER	NINETEENTH DISTRICT	5/18/2007	0.00
OLDHAM	POLICE OFFICER	SEVENTEENTH DISTRICT	8/01/2007	0.00
OLSEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/20/2006	0.00
ONEILL-GUINEY	POLICE OFFICER	TWENTIETH DISTRICT	7/26/2007	0.00
ORTEGON	POLICE OFFICER	SIXTEENTH DISTRICT	1/29/2005	0.00
OWSIANIAK	POLICE OFFICER	NINTH DISTRICT	7/13/2007	0.00
PALIDER	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/15/2007	0.00
PALIDER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2007	0.00
PANG	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/18/2007	0.00
PANIAGUA	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/2007	0.00
PARLICH	POLICE OFFICER	SEVENTEENTH DISTRICT	6/07/2007	0.00
PARLICH	POLICE OFFICER	SEVENTEENTH DISTRICT	6/02/2007	0.00
PEAK	POLICE OFFICER	SEVENTEENTH DISTRICT	8/30/2007	0.00
PEDRAZA	POLICE OFFICER	SIXTH DISTRICT	2/11/2007	0.00
PEKIC	POLICE OFFICER	SEVENTH DISTRICT	7/17/2007	0.00
PELLERANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/2007	0.00
PENBERTON	POLICE OFFICER	FIFTEENTH DISTRICT	9/03/2007	0.00
PENA	POLICE OFFICER	TWENTIETH DISTRICT	8/01/2007	0.00
PENTIMONE	POLICE OFFICER	THIRTEENTH DISTRICT	7/26/2007	0.00
PEREZ	POLICE OFFICER	NARCOTICS SECTION	3/30/2007	0.00
PERRY-ADAMOVITZ	POLICE OFFICER	TENTH DISTRICT	6/16/2007	0.00
PETIT	POLICE OFFICER	SEVENTH DISTRICT	4/14/2007	0.00
PETRULIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/15/2006	0.00
PICKETT	POLICE OFFICER	TRAINING DIVISION	6/18/2007	0.00
PIPER	POLICE OFFICER	UNKNOWN	2/22/2006	0.00
POMORSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/23/2007	0.00
POPPISH	POLICE OFFICER	TWENTIETH DISTRICT	9/01/2007	0.00
POSTRELKO	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/25/2006	0.00
POWE	POLICE OFFICER	ELEVENTH DISTRICT	2/04/2007	0.00
PROANO	POLICE OFFICER	SEVENTEENTH DISTRICT	8/06/2007	0.00
PRSKALO	POLICE OFFICER	FIFTH DISTRICT	6/04/2007	0.00
PURVIS	POLICE OFFICER	THIRTEENTH DISTRICT	11/21/2005	0.00
RAETHER	POLICE OFFICER	SECOND DISTRICT	8/21/2007	0.00
RAETHER	POLICE OFFICER	SEVENTEENTH DISTRICT	11/17/2005	0.00
RANDEL	POLICE OFFICER	RECRUIT TRAINING	8/14/2007	0.00
RASHAN	POLICE OFFICER	TENTH DISTRICT	6/01/2007	0.00
REED	POLICE OFFICER	TENTH DISTRICT	8/27/2007	0.00
REIFF	POLICE OFFICER	TENTH DISTRICT	7/28/2007	0.00
RELLINGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/21/1993	0.00
RENO	POLICE OFFICER	FOURTH DISTRICT	7/26/2007	0.00
REYES	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/19/2006	0.00
REYNOLDS	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	9/13/2007	0.00
REZNY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/13/2007	0.00
	POLICE OFFICER	INTELLIGENCE SECTION	9/16/2007	0.00
	POLICE OFFICER	THIRD DISTRICT	1/21/2004	0.00
	POLICE OFFICER	TENTH DISTRICT	4/06/1982	0.00
	POLICE OFFICER	FIFTH DISTRICT	8/13/2007	0.00
	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RHODES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/12/2007	0.00
RICHTER	POLICE OFFICER	SEVENTEENTH DISTRICT	6/04/2007	0.00
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	2/17/2007	0.00
RIVERA	POLICE OFFICER	NINTH DISTRICT	9/05/2007	0.00
RIZZO	POLICE OFFICER	NINTH DISTRICT	1/31/2004	0.00
ROBINSON	POLICE OFFICER	ELEVENTH DISTRICT	1/18/1994	0.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	6/20/1997	0.00
RODEKOH	POLICE OFFICER	RECRUIT TRAINING	4/28/2007	0.00
RODRIGUEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	8/24/2007	0.00
ROJAS	POLICE OFFICER	TENTH DISTRICT	8/20/2007	0.00
ROLLINS	POLICE OFFICER	NINTH DISTRICT	12/16/2006	0.00
ROMAKHA	POLICE OFFICER	THIRTEENTH DISTRICT	6/30/2007	0.00
ROOT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/06/2006	0.00
RUALES	POLICE OFFICER	RECRUIT TRAINING	10/07/2003	0.00
ROSS	POLICE OFFICER	RECRUIT TRAINING	12/01/2004	0.00
RUBALD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/16/2006	0.00
RUBIN	POLICE OFFICER	DETECTIVE DIVISION -- AREA 4	4/11/2007	0.00
RUSSELL	POLICE OFFICER	NINTH DISTRICT	9/21/2007	0.00
SALAZAR	POLICE OFFICER	FOURTH DISTRICT	2/21/2007	0.00
SANABRIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/2007	0.00
SANCHEZ	POLICE OFFICER	TENTH DISTRICT	8/13/2007	0.00
SANCHEZ	POLICE OFFICER	NARCOTICS SECTION	6/06/2007	0.00
SANDOVAL	POLICE OFFICER	UNKNOWN	7/19/2007	0.00
SAPPANOS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/2005	0.00
SCHMEDA	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/2006	0.00
SCHMITZ	POLICE OFFICER	NARCOTICS SECTION	7/28/2007	0.00
SCHNOOR	POLICE OFFICER	NINETEENTH DISTRICT	7/30/2002	0.00
SCHODTLER	POLICE OFFICER	TWENTIETH DISTRICT	2/15/1992	0.00
SCHROEDER	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/10/2007	0.00
SCHULTZ	POLICE OFFICER	SIXTH DISTRICT	8/26/2007	0.00
SCHUMPP	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/09/2006	0.00
SCOTT	POLICE OFFICER	SIXTH DISTRICT	8/14/2007	0.00
SCOTT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/25/2007	0.00
SCOUFIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/01/2007	0.00
SEBASTIAN	POLICE OFFICER	RECRUIT TRAINING	8/30/2007	0.00
SEGOVIA	POLICE OFFICER	SEVENTEENTH DISTRICT	2/14/1995	0.00
SESKI	POLICE OFFICER	NINETEENTH DISTRICT	9/14/2007	0.00
SHAAR	POLICE OFFICER	NARCOTICS SECTION	5/23/2007	0.00
SHAMAH	POLICE OFFICER	SEVENTH DISTRICT	12/29/2005	0.00
SHANNON	POLICE OFFICER	SEVENTH DISTRICT	8/11/2006	0.00
SHAUGHESY	POLICE OFFICER	NINTH DISTRICT	2/08/2007	0.00
SHEEHAN	POLICE OFFICER	TWELFTH DISTRICT	7/27/2007	0.00
SHEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/13/2007	0.00
SHERLOCK	POLICE OFFICER	SEVENTEENTH DISTRICT	7/18/2007	0.00
SHORTALL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/2007	0.00
SILVA	POLICE OFFICER	TENTH DISTRICT	6/23/2007	0.00
SILVA-ARREOLA	POLICE OFFICER	FIFTH DISTRICT	12/04/2006	0.00
SIUDUT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/2007	0.00
SMITH	POLICE OFFICER	EIGHTEENTH DISTRICT	5/07/2007	0.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SMITH DERRICK F	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/20/2007	0.00
SMITH ERON C.	POLICE OFFICER	THIRD DISTRICT	8/17/2006	0.00
SMITH JOSEPH J	POLICE OFFICER	MARINE UNIT	8/04/2007	0.00
SMITH-SHOLMES NECOLE	POLICE OFFICER	FOURTH DISTRICT	6/12/2003	0.00
SOLIS ZIOLA M	POLICE OFFICER	THIRTEENTH DISTRICT	12/08/2006	0.00
SONLEY JOHN	POLICE OFFICER	SECOND DISTRICT	2/14/2007	0.00
SPIZZIRRI EDWARD A	POLICE OFFICER	TWELFTH DISTRICT	9/23/2006	0.00
SPRADLEY ERNEST R.	POLICE OFFICER	SEVENTH DISTRICT	7/30/2007	0.00
SPYKER WILLIAM J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/2007	0.00
STAGEN JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/12/2007	0.00
STANKOWSKI DONALD D	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/2007	0.00
STAPLETON JOHN R	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2007	0.00
STARKS JR ALEXANDER	POLICE OFFICER	THIRD DISTRICT	4/28/2006	0.00
STELLA NICHOLAS	POLICE OFFICER	SEVENTH DISTRICT	8/05/2007	0.00
STEWART-DYESS MARIA ELLENA	POLICE OFFICER	FIRST DISTRICT	8/05/2007	0.00
STOKES ALEX	POLICE OFFICER	EIGHTEENTH DISTRICT	3/30/2005	0.00
STOKES ALEX	POLICE OFFICER	EIGHTEENTH DISTRICT	6/25/2007	0.00
STROMEK WALTER F	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/07/2000	0.00
SUMMERS BRUCE	POLICE OFFICER	THIRD DISTRICT	8/23/2007	0.00
SURGAL JOSHUA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/2007	0.00
SUTHAR HARDIK	POLICE OFFICER	FIFTEENTH DISTRICT	3/28/2007	0.00
SWEENEY NANCY S	POLICE OFFICER	NINETEENTH DISTRICT	9/21/2007	0.00
SWEENEY THOMAS	POLICE OFFICER	RECRUIT TRAINING	7/11/2006	0.00
SZPARKOWSKI DEBRA J	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/25/1997	0.00
SZPARKOWSKI SAMANTHA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/07/2007	0.00
TANG WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	8/01/2007	0.00
TARAS LISA	POLICE OFFICER	FOURTEENTH DISTRICT	7/19/2007	0.00
THOLL ROBERT J	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
THOMAS BRIAN	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2006	0.00
THOMAS-BECK TRINA	POLICE OFFICER	SIXTEENTH DISTRICT	7/23/2007	0.00
THOMAS-DEMONICA CHERIE A	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2007	0.00
THOMPSON RICKY	POLICE OFFICER	SIXTH DISTRICT	9/24/2007	0.00
TIERNEY JOHN H	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/2007	0.00
TIRADO MARCO	POLICE OFFICER	SEVENTEENTH DISTRICT	9/11/2007	0.00
TOKARZ JOYCE A	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	0.00
TOLEDO AMBAR X	POLICE OFFICER	RECRUIT TRAINING	7/14/2007	0.00
TORNES CYNTHIA	POLICE OFFICER	SECOND DISTRICT	8/23/2007	0.00
TOWNSEND ALPHONSO	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/2007	0.00
TRACEY KRISTIN	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/2007	0.00
TREVINO LEE	POLICE OFFICER	FOURTEENTH DISTRICT	12/11/2006	0.00
TRUESDALE SAMUEL K	POLICE OFFICER	ELEVENTH DISTRICT	5/20/2007	0.00
TURNER RONALD	POLICE OFFICER	UNKNOWN	7/05/2007	0.00
UNDERWOOD COLLIS A	POLICE OFFICER	THIRD DISTRICT	6/16/2007	0.00
VAIL RITA M	POLICE OFFICER	NINTH DISTRICT	9/06/2007	0.00
VALENCIA JOHN F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/21/2006	0.00
VANOUREK JOSEPH E	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/2007	0.00
VANVEGTEN ANDRE H	POLICE OFFICER	UNKNOWN	1/09/1997	0.00
VARELA JEANNETTE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/05/2007	0.00
VARGAS-AGUILERA GAIL V	POLICE OFFICER	FOURTH DISTRICT	9/27/2005	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VAZQUEZ	POLICE OFFICER	NINTH DISTRICT	8/12/2007	0.00
VEGA	POLICE OFFICER	ELEVENTH DISTRICT	2/15/2007	0.00
VELGARA	POLICE OFFICER	FOURTEENTH DISTRICT	5/25/2007	0.00
VENCES	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/2007	0.00
VILLARREAL	POLICE OFFICER	SEVENTH DISTRICT	4/29/2007	0.00
VONKONDRAT	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/03/2005	0.00
VRENTAS	POLICE OFFICER	FIFTEENTH DISTRICT	7/12/2007	0.00
WAGER	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/22/2007	0.00
WAGNER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/07/2007	0.00
WAHRER	POLICE OFFICER	EIGHTH DISTRICT	6/08/2007	0.00
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/16/2007	0.00
WALLACE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/30/2007	0.00
WALLACE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/02/2007	0.00
WARLING	POLICE OFFICER	SEVENTEENTH DISTRICT	7/31/2007	0.00
WARNER	POLICE OFFICER	RECRUIT TRAINING	9/09/2007	0.00
WARNER	POLICE OFFICER	SECOND DISTRICT	9/07/2007	0.00
WATKINS	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	10/22/2005	0.00
WATSON	POLICE OFFICER	SECOND DISTRICT	4/27/2007	0.00
WEIGAND	POLICE OFFICER	SECOND DISTRICT	7/05/2007	0.00
WEITZEL	POLICE OFFICER	SECOND DISTRICT	4/17/2002	0.00
WEYFORTH	POLICE OFFICER	NARCOTICS SECTION	9/12/2006	0.00
WHITE	POLICE OFFICER	UNKNOWN	12/26/2005	0.00
WHITE	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/10/2007	0.00
WHITE	POLICE OFFICER	SIXTEENTH DISTRICT	8/05/2007	0.00
WHITE	POLICE OFFICER	FIFTEENTH DISTRICT	5/30/2007	0.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	9/15/2006	0.00
WILLIAMS	POLICE OFFICER	NINTH DISTRICT	5/31/2007	0.00
WILLIAMS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/17/2002	0.00
WILSON	POLICE OFFICER	FIRST DISTRICT	9/15/2007	0.00
WITT	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/26/2007	0.00
WOLOWICZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/21/2007	0.00
WORTHAM	POLICE OFFICER	RECRUIT TRAINING	7/02/2007	0.00
WZNIICKI	POLICE OFFICER	SIXTEENTH DISTRICT	1/08/2007	0.00
WRIGHT	POLICE OFFICER	ELEVENTH DISTRICT	7/30/2007	0.00
WRIGHT-KRYGOWSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/08/1997	0.00
WU	POLICE OFFICER	EIGHTEENTH DISTRICT	8/20/2007	0.00
WYNN	POLICE OFFICER	SIXTH DISTRICT	6/02/2007	0.00
YOUNG	POLICE OFFICER	FIFTH DISTRICT	7/16/2003	0.00
YOUNG	POLICE OFFICER	SECOND DISTRICT	7/28/2007	0.00
YOUNT	POLICE OFFICER	JUVENILE COURT	12/13/2006	0.00
ZAMORA	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/2007	0.00
ZAMORA	POLICE OFFICER	TENTH DISTRICT	8/19/2007	0.00
ZANDERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/20/2007	0.00
ABBATEMARCO	FIREFIGHTER	TRUCK 15	9/12/2005	0.00
ADAMS	FIREFIGHTER	ENGINE COMPANY 80	4/08/2007	0.00
ADRESSO	FIREFIGHTER	UNKNOWN	3/17/2006	0.00
AGOSTINELLI	FIREFIGHTER	TRUCK 36	7/20/2007	0.00
AHRENS	FIREFIGHTER	TRUCK 45	4/28/2005	0.00
ALAMO	FIREFIGHTER	TRUCK 38	10/29/2006	0.00

REPORT DATE: 12/11/2007
REPORT TIME 15:19:02
PROGRAM: PPR074

CITY OF CHICAGO
CITY COUNCIL ORDERS

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REGULAR ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERT-COLLINS	FIREFIGHTER	ENGINE COMPANY 55	10/14/2006	0.00
ALICEA	FIREFIGHTER	TRUCK 38	5/06/2004	0.00
ALLEN	FIREFIGHTER	TRUCK 34	5/25/2007	0.00
ALTMAN	FIREFIGHTER	SQUAD 1	3/02/2007	0.00
ANSELMINI	FIREFIGHTER	ENGINE COMPANY 106	10/04/2002	0.00
ANTONUCCI	FIREFIGHTER	ENGINE COMPANY 96	9/10/2006	0.00
ARRENDONDO	FIREFIGHTER	SQUAD 2	8/25/2007	0.00
AUMANN	FIREFIGHTER	TRUCK 18	2/14/2007	0.00
BAKOPOULOS	POLICE OFFICER	UNKNOWN	10/21/2006	0.00
BALDACCII	FIREFIGHTER	AMBULANCE 18	3/10/2005	0.00
BAN	FIREFIGHTER	ENGINE COMPANY 76	2/07/2007	0.00
BARABASZ	PARAMEDIC	ENGINE COMPANY 102	9/14/2003	0.00
BARBERA	FIREFIGHTER	TRUCK 41	6/07/2007	0.00
BARRETT	FIREFIGHTER	UNKNOWN	7/16/2007	0.00
BARTGEN	FIREFIGHTER	AMBULANCE 8	3/20/2005	0.00
BASILE	FIREFIGHTER	UNKNOWN	3/26/2006	0.00
DASILE	FIREFIGHTER	TRUCK 31	7/14/2007	0.00
BATKA	FIREFIGHTER	UNKNOWN	8/25/2006	0.00
BEASON	FIREFIGHTER	ENGINE COMPANY 121	5/03/2006	0.00
BEDALOW	LIEUTENANT	TRUCK 44	7/26/2004	0.00
BEDTKE	FIREFIGHTER	UNKNOWN	7/23/2007	0.00
BENZ	FIREFIGHTER	ENGINE COMPANY 83	7/14/2007	0.00
BETTON	FIREFIGHTER	TRUCK 34	9/04/2007	0.00
BEZAZIAN	FIREFIGHTER	ENGINE COMPANY 78	7/22/2007	0.00
BIHL	FIREFIGHTER	AMBULANCE 18	12/08/2004	0.00
BONSANTO	PARAMEDIC	AMBULANCE 15	5/08/2004	0.00
BORNELL	FIREFIGHTER	UNKNOWN	9/01/2007	0.00
BOTTGER	FIREFIGHTER	ENGINE COMPANY 28	4/04/2007	0.00
BOWEN	LIEUTENANT	TRUCK 1	10/15/2004	0.00
BOZEMAN	FIREFIGHTER	ENGINE COMPANY 120	6/24/2005	0.00
BOZEMAN	FIREFIGHTER	ENGINE COMPANY 38	7/27/2007	0.00
BRESNAHAN	FIREFIGHTER	DISTRICT RELIEF 6	2/10/2007	0.00
BROWN	FIREFIGHTER	AMBULANCE 19	7/27/2007	0.00
BROWN	FIREFIGHTER	TRUCK 34	10/18/2006	0.00
BROWN	FIREFIGHTER	TRUCK 53	3/16/2007	0.00
BUTLER	FIREFIGHTER	TRUCK 24	9/02/2007	0.00
CARTER	FIREFIGHTER	ENGINE COMPANY 75	8/04/2007	0.00
CARTER	FIREFIGHTER	ENGINE COMPANY 75	9/28/2007	0.00
CASEY	FIREFIGHTER	TRUCK 14	4/21/2007	0.00
CASPER	FIREFIGHTER	ENGINE COMPANY 38	1/07/2007	0.00
CATALANO	FIREFIGHTER	UNKNOWN	9/20/2005	0.00
CERNA	FIREFIGHTER	AMBULANCE 8	9/18/2007	0.00
CERVANTES	FIREFIGHTER	AMBULANCE 11	7/03/2007	0.00
CHRISTENSEN	FIREFIGHTER	ENGINE COMPANY 102	4/10/2004	0.00
CLARKE	FIREFIGHTER	DISTRICT RELIEF 6	7/23/2007	0.00
CLAUDIO	FIREFIGHTER	TRUCK 44	12/01/2006	0.00
CLAUDIO	PARAMEDIC	AMBULANCE 23	1/22/2005	0.00
CNOTA	FIREFIGHTER	AMBULANCE 23	10/28/2006	0.00
FRED A	FIREFIGHTER	UNKNOWN	10/04/2004	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COLLAZO STEVEN	FIREFIGHTER	ENGINE COMPANY 91	6/17/2007	0.00
COLLINS TOM	FIREFIGHTER	AMBULANCE 45	9/06/2007	0.00
CONSOLA CHARLES	FIREFIGHTER	ENGINE COMPANY 86	5/20/2006	0.00
CONVEY JOHN	FIREFIGHTER	TRUCK 7	7/22/2007	0.00
COSTANTINI JOHN	FIREFIGHTER	UNKNOWN	10/27/2006	0.00
GRAVEN PATRICK	FIREFIGHTER	TRUCK 32	2/17/2007	0.00
CRONIN JEANNE	FIREFIGHTER	AMBULANCE 4	11/30/2005	0.00
CUMMINGS JAMES	FIREFIGHTER	TRUCK 13	9/02/2007	0.00
CZARNECKI TODD	FIREFIGHTER	UNKNOWN	7/20/2007	0.00
DALY DANIEL	FIREFIGHTER	AMBULANCE 29	12/20/2006	0.00
DALY MICHAEL	FIREFIGHTER	UNKNOWN	2/04/2007	0.00
DANIELAK JOSEPH	FIREFIGHTER	UNKNOWN	1/17/2007	0.00
DAY MICHAEL J	FIREFIGHTER	TRUCK 62	4/16/2007	0.00
DEGRYSE DANIEL C	FIREFIGHTER	DISTRICT RELIEF 2	8/26/2007	0.00
DELANEY DAVID W	FIREFIGHTER	SNORKEL SQUAD 3	3/06/2007	0.00
DEPAOLO MARK	FIREFIGHTER	TRUCK 38	10/07/2006	0.00
DESPIAU KEVIN	FIREFIGHTER	ENGINE COMPANY 16	1/06/2006	0.00
DESPIAU KEVIN	FIREFIGHTER	ENGINE COMPANY 16	9/27/2006	0.00
DIGIOVANNI JOSEPH	FIREFIGHTER	AMBULANCE 15	3/11/2004	0.00
DILLON MYRON	FIREFIGHTER	ENGINE COMPANY 38	10/07/2006	0.00
DOLAN SEAN	FIREFIGHTER	AMBULANCE 36	10/22/2006	0.00
DOUGLAS STEPHEN	FIREFIGHTER	ENGINE COMPANY 5	8/02/2006	0.00
DOWNNEY MATTHEW J	FIREFIGHTER	TRUCK 45	6/25/2006	0.00
DOYLE KEVIN	FIREFIGHTER	ENGINE COMPANY 162	7/15/2007	0.00
DUNAGAN BRIDGETTE	FIREFIGHTER	DISTRICT RELIEF 6	7/05/2007	0.00
DURAN MAXWELL J	FIREFIGHTER	AMBULANCE 7	9/04/2007	0.00
EAMES BENJAMIN	FIREFIGHTER	ENGINE COMPANY 104	5/03/2007	0.00
EDWARDS JOHN	PARAMEDIC	UNKNOWN	6/25/2001	0.00
EDWARDS TIM	FIREFIGHTER	MEDICAL LAY UP	6/22/2006	0.00
EDWARDS VIVIAN	FIREFIGHTER	UNKNOWN	12/03/2004	0.00
ENHELDER PAUL	LIEUTENANT	TRUCK 14	3/06/2003	0.00
ENRIGHT JOHN P	FIREFIGHTER	ENGINE COMPANY 113	7/18/2007	0.00
ENRIGHT JOHN P	FIREFIGHTER	ENGINE COMPANY 113	9/13/2007	0.00
ERGISH JEFFERY	FIREFIGHTER	ENGINE COMPANY 76	8/25/2007	0.00
EVENSON-MCKAY LEEANNE	FIREFIGHTER	ENGINE COMPANY 72	8/18/2007	0.00
FACUNDO JESUS	FIREFIGHTER	UNKNOWN	6/02/2005	0.00
FERGUSON PATRICK	FIREFIGHTER	ENGINE COMPANY 22	5/31/2007	0.00
FERGUSON ZACHARY	FIREFIGHTER	UNKNOWN	6/01/2007	0.00
FERNANDEZ JOHN	FIREFIGHTER	TRUCK 4	12/31/2006	0.00
FEW CRAIG	FIREFIGHTER	AMBULANCE 25	2/27/2006	0.00
FITZSIMMONS BRENDAN	FIREFIGHTER	AMBULANCE 44	4/30/2007	0.00
FLORES-PACHOWICZ GRACE	FIREFIGHTER	AMBULANCE 34	11/20/2006	0.00
FLYNN LARRY	FIREFIGHTER	SQUAD 4	5/13/2007	0.00
FLYNN MICHAEL	FIREFIGHTER	ENGINE COMPANY 64	1/24/2007	0.00
FRANKLIN LAWRENCE	FIREFIGHTER	ENGINE COMPANY 50	4/18/2006	0.00
FRICKS GREGORY	FIREFIGHTER	ENGINE COMPANY 93	5/05/2007	0.00
GACKI ROBERT	FIREFIGHTER	DISTRICT RELIEF 5	8/22/2007	0.00
GALEHER DANIEL J	FIREFIGHTER	ENGINE COMPANY 46	7/28/2007	0.00
GALLEGOS ARTHUR	FIREFIGHTER	AMBULANCE 23	9/18/2007	0.00

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CITY OF CHICAGO

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GARA-HOGAN	FIREFIGHTER	UNKNOWN	1/29/2007	0.00
GARA-HOGAN	FIREFIGHTER	UNKNOWN	9/26/2007	0.00
GARCIA	FIREFIGHTER	TRUCK 3	6/30/2007	0.00
GARCIA	FIREFIGHTER	ENGINE COMPANY 39	7/21/2004	0.00
GDOWSKI	FIREFIGHTER	AMBULANCE 33	1/21/2007	0.00
GILKEY	FIREFIGHTER	TRUCK 42	10/08/2006	0.00
GIORDANO	FIREFIGHTER	DISTRICT RELIEF 2	1/28/2007	0.00
GLENN	FIREFIGHTER	ENGINE COMPANY 126	12/01/2006	0.00
GLOPPE	FIREFIGHTER	DISTRICT RELIEF 2	3/27/2006	0.00
GOMEZ	FIREFIGHTER	UNKNOWN	10/20/2006	0.00
GOMEZ	FIREFIGHTER	UNKNOWN	8/04/2007	0.00
GORNY	FIREFIGHTER	ENGINE COMPANY 68	7/23/2006	0.00
GRABER	FIREFIGHTER	AMBULANCE 8	9/27/2007	0.00
GRAND	PARAMEDIC	AMBULANCE 47	5/18/2002	0.00
GRAVES	FIREFIGHTER	UNKNOWN	9/14/2007	0.00
GRAVES	FIREFIGHTER	ENGINE COMPANY 129	7/14/2007	0.00
GRECO	FIREFIGHTER	ENGINE COMPANY 7	8/04/2007	0.00
GRECO	FIREFIGHTER	TRUCK 57	12/21/2005	0.00
GRIGUS	FIREFIGHTER	ENGINE COMPANY 49	8/28/2007	0.00
GUERIN	FIREFIGHTER	ENGINE COMPANY 69	9/04/2007	0.00
GUIDER	FIREFIGHTER	ENGINE COMPANY 44	10/01/2006	0.00
GULICK-RENAR	FIREFIGHTER	TRUCK 26	12/11/2006	0.00
GUTH	PARAMEDIC	AMBULANCE 38	9/21/2003	0.00
GUTIERREZ-OGAR	PARAMEDIC	AMBULANCE 9	7/29/1997	0.00
HANNON	FIREFIGHTER	UNKNOWN	7/28/2007	0.00
HEENAN	FIREFIGHTER	ENGINE COMPANY 46	1/16/2007	0.00
HELLER	FIREFIGHTER	UNKNOWN	11/13/2006	0.00
HENRY	FIREFIGHTER	TRUCK 5	3/03/2007	0.00
HERLING	FIREFIGHTER	TRUCK 53	9/30/2007	0.00
HERMANSON	FIREFIGHTER	ENGINE COMPANY 109	8/11/2007	0.00
HOLBUTK	FIREFIGHTER	ENGINE COMPANY 34	12/11/2006	0.00
HOLLAND	FIREFIGHTER	TRUCK 44	9/12/2007	0.00
HOWE	FIREFIGHTER	AMBULANCE 14	11/22/2006	0.00
HUBBELL	FIREFIGHTER	TRUCK 60	4/12/2006	0.00
HUGEL	FIREFIGHTER	ENGINE COMPANY 4	6/16/2006	0.00
HUMPHREY	FIREFIGHTER	ENGINE COMPANY 73	7/28/2007	0.00
HUNTER	FIREFIGHTER	ENGINE COMPANY 26	2/07/2007	0.00
INIGUEZ	FIREFIGHTER	ENGINE COMPANY 99	6/21/2007	0.00
IREY	FIREFIGHTER	TRUCK 30	8/25/2007	0.00
JACKSON	FIREFIGHTER	ENGINE COMPANY 123	9/27/2005	0.00
JAKAITIS	FIREFIGHTER	ENGINE COMPANY 18	6/29/2007	0.00
JANQZIK JR	FIREFIGHTER	SQUAD 1	12/11/1999	0.00
JENKINS	FIREFIGHTER	ENGINE COMPANY 35	3/27/2006	0.00
JOYNER	FIREFIGHTER	TRUCK 59	1/17/2007	0.00
JOYNER	FIREFIGHTER	TRUCK 59	6/09/2007	0.00
JOYNER	FIREFIGHTER	UNKNOWN	7/13/2007	0.00
JUREWICZ	FIREFIGHTER	DISTRICT RELIEF 2	2/23/2007	0.00
KASPER	FIREFIGHTER	UNKNOWN	5/14/2007	0.00
KEHOE	FIREFIGHTER	ENGINE COMPANY 67	6/01/2006	0.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KELLY	FIREFIGHTER	UNKNOWN	1/22/2007	0.00
KENNELLY	FIREFIGHTER	TRUCK 41	8/17/2007	0.00
KESTLER	FIREFIGHTER	TRUCK 44	11/04/2006	0.00
KIEL	FIREFIGHTER	TRUCK 19	9/03/2006	0.00
KIERYS	FIREFIGHTER	TRUCK 13	3/18/2007	0.00
KING	FIREFIGHTER	UNKNOWN	11/12/2006	0.00
KINSELLA	FIREFIGHTER	AMBULANCE 13	6/27/2007	0.00
KOCHAN	FIREFIGHTER	UNKNOWN	1/31/2006	0.00
KOENIG	ENGINEER	DISTRICT RELIEF 2	5/05/1972	0.00
KOTLARZ	FIREFIGHTER	UNKNOWN	2/12/2006	0.00
KUSSMANN	FIREFIGHTER	TRUCK 7	7/13/2006	0.00
LAKAYIL	FIREFIGHTER	UNKNOWN	3/07/2006	0.00
LEIGH-BOMBEN	FIREFIGHTER	UNKNOWN	11/16/2006	0.00
LESLER	FIREFIGHTER	ENGINE COMPANY 110	12/15/2005	0.00
LEVERENZ	FIREFIGHTER	TRUCK 39	11/08/2006	0.00
LEWIS	FIREFIGHTER	TRUCK 11	11/01/2005	0.00
LOPER	FIREFIGHTER	TRUCK 13	2/28/2006	0.00
LORENZ	FIREFIGHTER	TRUCK 57	7/25/2007	0.00
LUCKTES	FIREFIGHTER	AMBULANCE 34	7/14/2006	0.00
LUEDKE-RUANO	FIREFIGHTER	AMBULANCE 39	2/28/2005	0.00
MAGANA	FIREFIGHTER	TRUCK 50	7/14/2007	0.00
MAGEE	FIREFIGHTER	ENGINE COMPANY 103	1/09/2006	0.00
MAGLIANO	FIREFIGHTER	BATTALION 22	8/05/2007	0.00
MALONE	FIREFIGHTER	MEDICAL LAY UP	6/04/2007	0.00
MALONE	FIREFIGHTER	ENGINE COMPANY 28	8/15/2005	0.00
MANSFIELD	FIREFIGHTER	SQUAD 2	7/21/2007	0.00
MARBACK	FIREFIGHTER	DISTRICT RELIEF 5	7/07/2007	0.00
MARINOFF	FIREFIGHTER	UNKNOWN	3/20/2007	0.00
MARINOFF	FIREFIGHTER	AMBULANCE 6	7/21/2007	0.00
MARSDEN	FIREFIGHTER	ENGINE COMPANY 98	9/06/2006	0.00
MARSHALL	FIREFIGHTER	ENGINE COMPANY 120	12/06/2005	0.00
MARSHALL	FIREFIGHTER	ENGINE COMPANY 122	2/08/2007	0.00
MARTIN	FIREFIGHTER	UNKNOWN	1/18/2007	0.00
MARTINEZ	FIREFIGHTER	ENGINE COMPANY 79	7/28/2007	0.00
MAY	FIREFIGHTER	AMBULANCE 9	11/13/2003	0.00
MCCALPIN	FIREFIGHTER	AMBULANCE 41	10/02/2006	0.00
MCCANN	FIREFIGHTER	TRUCK 17	5/28/1992	0.00
MCCAULEY	FIREFIGHTER	SQUAD 1	8/12/2005	0.00
MCCAULEY	FIREFIGHTER	SQUAD 1	8/13/2006	0.00
MCCORMICK	FIREFIGHTER	UNKNOWN	7/01/2007	0.00
MCCORMICK	FIREFIGHTER	ENGINE COMPANY 14	7/27/2004	0.00
MCGANN	FIREFIGHTER	AMBULANCE 36	4/24/2005	0.00
MCGRATH	FIREFIGHTER	TRUCK 15	2/22/2007	0.00
MCINNIS	FIREFIGHTER	TRUCK 34	2/09/2007	0.00
MCKEAG	FIREFIGHTER	TRUCK 48	9/03/2006	0.00
MCMAHON	FIREFIGHTER	DISTRICT RELIEF 1	9/06/2006	0.00
MCMAHON	FIREFIGHTER	TRUCK 54	1/09/2007	0.00
MCVICKER	FIREFIGHTER	DISTRICT RELIEF 1	8/27/2005	0.00
MCVICKER	FIREFIGHTER	DISTRICT RELIEF 1	3/17/2007	0.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MEDINA	FIREFIGHTER	TRUCK 48	7/14/2007	0.00
MENDEZ	FIREFIGHTER	SQUAD 2	2/09/2006	0.00
MERTZ	FIREFIGHTER	TRUCK 38	3/09/2007	0.00
MICHALEK	FIREFIGHTER	ENGINE COMPANY 120	11/18/2006	0.00
MILLER	PARAMEDIC	AMBULANCE 43	2/02/2001	0.00
MILLER	FIREFIGHTER	TRUCK 32	8/22/2006	0.00
MILLER	FIREFIGHTER	DISTRICT RELIEF 1	7/08/2007	0.00
MILLOSTRAZICH	FIREFIGHTER	DISTRICT RELIEF 2	6/19/2007	0.00
MOFFIT	FIREFIGHTER	ENGINE COMPANY 59	5/20/2007	0.00
MOGAN	FIREFIGHTER	ENGINE COMPANY 1/42	11/20/2006	0.00
MORALES	FIREFIGHTER	TRUCK 32	7/08/2006	0.00
MORAN	FIREFIGHTER	ENGINE COMPANY 97	2/23/2007	0.00
MORDAN	FIREFIGHTER	TRUCK 14	12/12/2002	0.00
MOSER	FIREFIGHTER	UNKNOWN	12/26/2004	0.00
MOSER	FIREFIGHTER	TRUCK 58	12/11/2006	0.00
MOTT	FIREFIGHTER	BATTALION 11	8/07/2005	0.00
MUELLER	FIREFIGHTER	ENGINE COMPANY 56	6/19/2007	0.00
MURPHY	FIREFIGHTER	TRUCK 21	2/03/2007	0.00
MYERS-BASIC	FIREFIGHTER	ENGINE COMPANY 5	5/20/2007	0.00
NEWTON	FIREFIGHTER	AMBULANCE 37	5/29/2007	0.00
NOLAN	FIREFIGHTER	ENGINE COMPANY 39	3/13/2007	0.00
NOLAN	FIREFIGHTER	ENGINE COMPANY 129	8/19/2007	0.00
U'DONNELL	FIREFIGHTER	ENGINE COMPANY 88	8/21/2007	0.00
OBAFEMI	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	12/22/2005	0.00
UBANNON	FIREFIGHTER	TRUCK 39	7/05/2006	0.00
OCHOA	FIREFIGHTER	BATTALION 18	9/17/2006	0.00
OESTERLE	FIREFIGHTER	SQUAD 1	10/11/2006	0.00
OLSON	FIREFIGHTER	AMBULANCE 44	12/16/2006	0.00
ORZADA	FIREFIGHTER	ENGINE COMPANY 91	6/16/2006	0.00
OWENS-HERRING	FIREFIGHTER	ENGINE COMPANY 89	7/08/2007	0.00
PACINI	FIREFIGHTER	AMBULANCE 48	6/15/2006	0.00
PAKUCKO-WHITE	FIREFIGHTER	ENGINE COMPANY 1/42	9/19/2007	0.00
PALLISTER	FIREFIGHTER	AMBULANCE 45	3/29/2007	0.00
PARISIAN	FIREFIGHTER	UNKNOWN	12/25/2006	0.00
PAYNE	FIREFIGHTER	DISTRICT RELIEF 2	11/17/2002	0.00
PERREAULT	FIREFIGHTER	ENGINE COMPANY 35	10/23/2006	0.00
PERREAULT	FIREFIGHTER	AMBULANCE 42	5/12/2007	0.00
PHEE	FIREFIGHTER	AMBULANCE 38	5/06/2007	0.00
PINSKEY	FIREFIGHTER	AMBULANCE 38	4/22/2006	0.00
PITNER	FIREFIGHTER	ENGINE COMPANY 22	5/27/2007	0.00
POLK	FIREFIGHTER	TRUCK 21	5/04/2007	0.00
PRICE	FIREFIGHTER	TRUCK 8	7/05/2007	0.00
PRICE	FIREFIGHTER	TRUCK 20	7/20/2007	0.00
PROCCACCIO	FIREFIGHTER	ENGINE COMPANY 16	1/06/2006	0.00
PUGH	FIREFIGHTER	ENGINE COMPANY 16	5/16/2007	0.00
PULINS-GLENNON	FIREFIGHTER	ENGINE COMPANY 101	7/22/2007	0.00
PURL	FIREFIGHTER	ENGINE COMPANY 75	5/11/2006	0.00
	FIREFIGHTER	UNKNOWN	6/04/2005	0.00
	FIREFIGHTER	ENGINE COMPANY 35	7/08/2007	0.00

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HADDATZ	FIREFIGHTER	TRUCK 8	1/21/2006	0.00
RADZIK	PARAMEDIC	UNKNOWN	6/25/2003	0.00
RATKE-MARTINEZ	FIREFIGHTER	UNKNOWN	7/24/2007	0.00
REGAN	FIREFIGHTER	DISTRICT RELIEF 6	8/03/2006	0.00
REGINIER	FIREFIGHTER	TRUCK 27	1/25/2007	0.00
REILLY	FIREFIGHTER	TRUCK 11	1/31/2007	0.00
REITZ	FIREFIGHTER	ENGINE COMPANY 29	12/06/2004	0.00
RICHARDS	FIREFIGHTER	UNKNOWN	7/11/2006	0.00
RICHARDSON	FIREFIGHTER	UNKNOWN	3/01/2007	0.00
RIMKUS	FIREFIGHTER	TRUCK 39	7/29/2006	0.00
RODRIGUEZ	FIREFIGHTER	ENGINE COMPANY 26	9/10/2006	0.00
RODRIGUEZ	FIREFIGHTER	UNKNOWN	4/07/2005	0.00
ROGUS	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	0.00
RONSTADT	FIREFIGHTER	AMBULANCE 7	6/27/2007	0.00
ROSE	FIREFIGHTER	TRUCK 34	3/11/2007	0.00
RUCINSKI	FIREFIGHTER	TRUCK 9	8/18/2006	0.00
RUIZ	FIREFIGHTER	ENGINE COMPANY 98	3/27/2007	0.00
RUSCELLO	FIREFIGHTER	ENGINE COMPANY 30	12/12/2006	0.00
RUSCELLO	FIREFIGHTER	ENGINE COMPANY 30	11/15/2006	0.00
RYDER	FIREFIGHTER	AMBULANCE 11	6/09/2007	0.00
SAMPEY	FIREFIGHTER	DISTRICT RELIEF 2	7/06/2005	0.00
SANCHEZ	FIREFIGHTER	ENGINE COMPANY 93	8/26/2006	0.00
SANGARI	FIREFIGHTER	AMBULANCE 32	1/25/2007	0.00
SCANLON	FIREFIGHTER	DISTRICT RELIEF 6	5/21/2007	0.00
SCATES	FIREFIGHTER	ENGINE COMPANY 68	7/23/2006	0.00
SCHAFER	FIREFIGHTER	ENGINE COMPANY 7	9/01/2006	0.00
SCHOENRICH	FIREFIGHTER	DISTRICT RELIEF 1	10/24/2006	0.00
SCHOENLE	FIREFIGHTER	TRUCK 60	12/27/2006	0.00
SCHOMER	FIREFIGHTER	AMBULANCE 31	8/16/2006	0.00
SEANIOR	FIREFIGHTER	UNKNOWN	11/22/2006	0.00
SEEBAUER	PARAMEDIC	UNKNOWN	1/06/2004	0.00
SENNETT	FIREFIGHTER	UNKNOWN	10/26/2006	0.00
SERBIN	FIREFIGHTER	AMBULANCE 7	11/07/2006	0.00
SHANAHAN	FIREFIGHTER	UNKNOWN	2/06/2006	0.00
SHANNON-SCHULTZ	FIREFIGHTER	UNKNOWN	6/23/2006	0.00
SHANNON-SCHULTZ	FIREFIGHTER	UNKNOWN	4/14/2007	0.00
SHADRER	FIREFIGHTER	DISTRICT RELIEF 5	3/12/2007	0.00
SILAS	FIREFIGHTER	ENGINE COMPANY 75	9/13/2006	0.00
SINGH	FIREFIGHTER	UNKNOWN	7/28/2007	0.00
SLAWSON	FIREFIGHTER	AMBULANCE 48	8/30/2007	0.00
SODERLUND	FIREFIGHTER	UNKNOWN	8/23/2007	0.00
SOPKO	ENGINEER	ENGINE COMPANY 78	10/04/2001	0.00
SORRENTINO	FIREFIGHTER	ENGINE COMPANY 57	10/25/2001	0.00
SOTO	FIREFIGHTER	AMBULANCE 35	4/08/2006	0.00
SPENCER	FIREFIGHTER	ENGINE COMPANY 116	10/10/2005	0.00
STEWART	FIREFIGHTER	TRUCK 40	7/03/2007	0.00
STITZ	FIREFIGHTER	ENGINE COMPANY 110	4/24/2007	0.00
STRICKLAND	FIREFIGHTER	BATTALION 13	7/12/2006	0.00
STRONG	CAPTAIN	SQUAD 5	8/05/2003	0.00

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SUTTON	FIREFIGHTER	ENGINE COMPANY 60	7/30/2007	0.00
SWIFT	FIREFIGHTER	TRUCK 34	3/21/2006	0.00
TEVERBAUGH	FIREFIGHTER	ENGINE COMPANY 93	1/31/2007	0.00
THOMAS	FIREFIGHTER	TRUCK 19	4/23/2007	0.00
THOMASON	FIREFIGHTER	ENGINE COMPANY 11	1/28/2007	0.00
THOMPSON	FIREFIGHTER	TRUCK 9	4/16/2007	0.00
THOMPSON	CAPTAIN	ENGINE COMPANY 98	3/16/2001	0.00
THORNTON	FIREFIGHTER	SQUAD 4	10/26/2006	0.00
TULEJA	FIREFIGHTER	ENGINE COMPANY 8	3/25/2007	0.00
TWEED	FIREFIGHTER	UNKNOWN	7/10/2007	0.00
ULREICH	FIREFIGHTER	AMBULANCE 47	4/07/2006	0.00
ULREICH	FIREFIGHTER	AMBULANCE 39	7/24/2007	0.00
VELLER	FIREFIGHTER	ENGINE COMPANY 38	8/27/2007	0.00
VENEGAS	FIREFIGHTER	ENGINE COMPANY 101	1/24/2006	0.00
VENTURELLI	FIREFIGHTER	UNKNOWN	7/15/2006	0.00
VIDINICH	FIREFIGHTER	TRUCK 11	4/23/2006	0.00
VOGRICH	FIREFIGHTER	ENGINE COMPANY 101	11/02/2006	0.00
WALSH	FIREFIGHTER	UNKNOWN	7/24/2007	0.00
WARD	FIREFIGHTER	ENGINE COMPANY 106	2/01/2007	0.00
WARFIELD	FIREFIGHTER	DISTRICT RELIEF 2	7/25/2007	0.00
WARNER	FIREFIGHTER	TRUCK 14	7/17/2007	0.00
WHEATLEY	FIREFIGHTER	UNKNOWN	6/03/2005	0.00
WHITE	FIREFIGHTER	ENGINE COMPANY 38	8/20/2006	0.00
WHITMAN	FIREFIGHTER	TRUCK 48	3/05/2007	0.00
WILLIAMS	FIREFIGHTER	UNKNOWN	7/10/2006	0.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 81	8/31/2006	0.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 122	1/25/2007	0.00
WRIGHT	FIREFIGHTER	TRUCK 9	7/30/2006	0.00
YOUNG	FIREFIGHTER	ENGINE COMPANY 71	6/14/2007	0.00
YOUNG	FIREFIGHTER	ENGINE COMPANY 5	7/22/2007	0.00
ZAKRZEWSKI	FIREFIGHTER	TRUCK 10	7/21/2007	0.00
ZAMBELLO	FIREFIGHTER	UNKNOWN	6/19/2006	0.00
ZANIN	FIREFIGHTER	TRUCK 18	6/23/2007	0.00
ZWOFER	FIREFIGHTER	ENGINE COMPANY 68	2/25/2006	0.00
			1/17/2007	0.00
			8/02/2006	0.00

; 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 17095
through 17099 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

(Continued on page 17100)

12/12/2007

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AGEE	POLICE OFFICER	UNKNOWN	9/17/2007	0.00
AICH	POLICE OFFICER	TENTH DISTRICT	5/09/2007	0.00
ALANIZ	POLICE OFFICER	EIGHTH DISTRICT	8/23/2007	0.00
ALDAHONDO	POLICE OFFICER	RECRUIT TRAINING	7/08/2007	0.00
AUGLE	POLICE OFFICER	EIGHTH DISTRICT	8/24/2007	0.00
AUSTIN	POLICE OFFICER	FOURTH DISTRICT	10/21/2006	0.00
BAIO	POLICE OFFICER	FIRST DISTRICT	1/05/2007	0.00
BAGAI	POLICE OFFICER	FIFTH DISTRICT	8/30/2004	0.00
BARNES-LATHAN	POLICE OFFICER	SIXTH DISTRICT	5/10/2007	0.00
BOONE	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2007	0.00
BOROFF	POLICE OFFICER	TWENTIETH DISTRICT	2/25/2007	0.00
BRENNER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/1986	0.00
BRODNAX	POLICE OFFICER	THIRD DISTRICT	3/07/2007	0.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	9/03/2007	0.00
BRUMLEY	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	0.00
BULT-JASTICA	POLICE OFFICER	SEVENTH DISTRICT	8/02/2007	0.00
BURNS	POLICE OFFICER	NINETEENTH DISTRICT	10/15/2006	0.00
CALHOUN	POLICE OFFICER	ELEVENTH DISTRICT	5/27/2007	0.00
CAL I	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/13/2002	0.00
CARTAGENA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/04/2006	0.00
CASEY	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/15/2006	0.00
CAVAIANI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/01/2007	0.00
CHAPELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	7/31/2007	0.00
CHAVOLLA	POLICE OFFICER	THIRTEENTH DISTRICT	8/12/2007	0.00
CHOJNACKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/01/2007	0.00
COBBINS	POLICE OFFICER	SEVENTH DISTRICT	5/27/2007	0.00
COLBERT	POLICE OFFICER	SIXTH DISTRICT	11/12/2006	0.00
COLON	POLICE OFFICER	THIRTEENTH DISTRICT	6/03/2007	0.00
CONCIALDI	POLICE OFFICER	UNKNOWN	4/30/2007	0.00
CORNELIOUS	POLICE OFFICER	FIRST DISTRICT	4/16/2006	0.00
COSTA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/2006	0.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/05/1987	0.00
CULHANE	POLICE OFFICER	ELEVENTH DISTRICT	6/13/2007	0.00
CULVER-JOYCE	POLICE OFFICER	TWENTIETH DISTRICT	8/07/2005	0.00
CWIK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/30/2007	0.00
CZARNIECKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/08/2007	0.00
DARCY	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/27/2003	0.00
DAHMS	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	6/15/2007	0.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	7/26/2007	0.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	8/14/2005	0.00
DERAEDT	POLICE OFFICER	THIRTEENTH DISTRICT	8/12/2007	0.00
DIAZ	POLICE OFFICER	SIXTEENTH DISTRICT	7/21/2007	0.00
DIPASQUALE	POLICE OFFICER	SIXTEENTH DISTRICT	4/21/2007	0.00
DIXON	POLICE OFFICER	NINTH DISTRICT	7/30/2007	0.00
DIXON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/06/2007	0.00
DONAHUE	POLICE OFFICER	BOMB AND ARSON SECTION	4/10/2006	0.00
DOYLE	POLICE OFFICER	EIGHTH DISTRICT	4/07/2007	0.00
		EIGHTEENTH DISTRICT	6/10/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DUNN	POLICE OFFICER	TWELFTH DISTRICT	4/22/2007	0.00
EIGENBAUER	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/2006	0.00
ELIZONDO	POLICE OFFICER	NARCOTICS SECTION	9/17/2007	0.00
FLOYD	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/22/2007	0.00
FARMER	POLICE OFFICER	SIXTH DISTRICT	11/15/2006	0.00
FASHINGBAUER	POLICE OFFICER	NINTH DISTRICT	4/24/2007	0.00
FINNELLY	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	7/24/2007	0.00
FISSINGER	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/25/2007	0.00
FLEMING	POLICE OFFICER	FIFTEENTH DISTRICT	5/19/2007	0.00
FLYNN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/2006	0.00
FOLEY	POLICE OFFICER	NINTH DISTRICT	8/13/2007	0.00
FOLINO	POLICE OFFICER	TENTH DISTRICT	9/04/2007	0.00
FOSTER	POLICE OFFICER	SECOND DISTRICT	5/02/2006	0.00
FREEMAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2006	0.00
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	6/23/2002	0.00
GAVCUS-ULDRYCH	POLICE OFFICER	TENTH DISTRICT	12/18/2006	0.00
GAVCUS-ULDRYCH	POLICE OFFICER	TENTH DISTRICT	3/20/2007	0.00
GILL II	POLICE OFFICER	TENTH DISTRICT	8/11/2007	0.00
GORDON	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	5/10/2006	0.00
GRACHEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/15/2001	0.00
GRACHEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/16/2002	0.00
GRAMAROSSI	POLICE OFFICER	THIRTEENTH DISTRICT	3/26/2007	0.00
GRAVES	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	3/14/2007	0.00
GRAY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/09/2007	0.00
GRIGGS	POLICE OFFICER	ELEVENTH DISTRICT	5/27/2007	0.00
GRUBE	POLICE OFFICER	NINTH DISTRICT	4/24/2007	0.00
HAESE	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/05/2007	0.00
HALLINAN	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
HAYNES	POLICE OFFICER	BOMB AND ARSON SECTION	7/02/2005	0.00
HENDRICKS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	0.00
HOLLAND	POLICE OFFICER	EIGHTH DISTRICT	5/01/2007	0.00
HOLMES	POLICE OFFICER	SEVENTEENTH DISTRICT	10/07/1997	0.00
HONDA	POLICE OFFICER	TENTH DISTRICT	2/05/2007	0.00
HDPKINS	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
HORSTEIN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	5/29/2007	0.00
HUMMONS	POLICE OFFICER	THIRD DISTRICT	1/05/2007	0.00
IRVING	POLICE OFFICER	SEVENTEENTH DISTRICT	7/21/2002	0.00
JEANNE	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/2007	0.00
JENKINS	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	0.00
JENKINS	POLICE OFFICER	NINETEENTH DISTRICT	8/27/2000	0.00
JOHNS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/23/2002	0.00
JOHNSON	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
JONES	POLICE OFFICER	FOURTH DISTRICT	3/19/2007	0.00
JONES	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/28/2007	0.00
KEATING	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/2006	0.00
KENNY-DOODY	POLICE OFFICER	EIGHTH DISTRICT	8/24/2007	0.00
KEREALES	POLICE OFFICER	ELEVENTH DISTRICT	11/29/2006	0.00
KITOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	0.00
KNOX	POLICE OFFICER	FIRST DISTRICT	4/12/2007	0.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KRISTIN KUEHLMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
MICHAEL LACASA-CALIZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/2006	0.00
LATOSOS GEORGE	POLICE OFFICER	FOURTEENTH DISTRICT	8/04/2007	0.00
LAUREL SERGIO	POLICE OFFICER	EIGHTH DISTRICT	8/05/2006	0.00
LEFEBVRE TODD L.	POLICE OFFICER	ELEVENTH DISTRICT	8/16/2007	0.00
LEJA JACEK R	POLICE OFFICER	NARCOTICS SECTION	8/09/2007	0.00
LINNANE THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	3/05/2007	0.00
LIPINSKI DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/2007	0.00
LOMBARDO VINCE	POLICE OFFICER	TENTH DISTRICT	9/07/2007	0.00
LOPEZ CARMEN C.	POLICE OFFICER	EIGHTH DISTRICT	4/07/2007	0.00
LUCAS JENNIFER M	POLICE OFFICER	SEVENTEENTH DISTRICT	5/10/2007	0.00
LUDWIG NICHOLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/13/2007	0.00
MACKAY PATRICIA J	POLICE OFFICER	UNKNOWN	12/03/2006	0.00
MALUCHNIK VICTORIA J	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	0.00
MARTIN TIMOTHY P	POLICE OFFICER	FIFTH DISTRICT	12/10/2005	0.00
MASKIEWICZ ANY	POLICE OFFICER	SECOND DISTRICT	12/01/2006	0.00
MAYHEW MICHAEL R	POLICE OFFICER	EIGHTH DISTRICT	9/25/2007	0.00
MCKENNA SCOTT	POLICE OFFICER	EIGHTH DISTRICT	9/16/2007	0.00
MERCADO WILFRED	POLICE OFFICER	NARCOTICS SECTION	8/09/2007	0.00
MORRIS RICHARD	POLICE OFFICER	NINETEENTH DISTRICT	10/10/2007	0.00
MOSQUEDA HANIF F.	POLICE OFFICER	SIXTH DISTRICT	7/04/2007	0.00
MOSQUEDA JILL M	POLICE OFFICER	FIFTH DISTRICT	9/26/2007	0.00
NEWMAN MATTHEW D.	POLICE OFFICER	EIGHTH DISTRICT	7/07/2007	0.00
NOMELLINI MARK A	POLICE OFFICER	FIRST DISTRICT	4/12/2007	0.00
OCONEILL DENNIS L	POLICE OFFICER	ELEVENTH DISTRICT	8/26/2007	0.00
OKANE DONNAILL U	POLICE OFFICER	THIRD DISTRICT	7/04/2007	0.00
OVERTON SUSAN P	POLICE OFFICER	SIXTH DISTRICT	8/06/2007	0.00
PACE FELICIA L	POLICE OFFICER	THIRTEENTH DISTRICT	2/24/1998	0.00
PARKER JOE	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	0.00
PARKS MARYJANE A	POLICE OFFICER	SEVENTH DISTRICT	1/20/2007	0.00
PATTERSON ALFIE E	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	4/29/2003	0.00
PEAK WILLIAM S	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/2006	0.00
PEREZ EVELYN	POLICE OFFICER	SECOND DISTRICT	4/02/2007	0.00
PISCITELLI DOROTHY I	POLICE OFFICER	SIXTH DISTRICT	8/17/2007	0.00
PODLO FRANK W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/19/2006	0.00
PROBECKY OTTO	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	0.00
PUCHALSKI THERESE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/16/2007	0.00
QUALLS STEVEN E	POLICE OFFICER	CENTRAL DETENTION SECTION	6/16/2007	0.00
ROBERSON GWENDA	POLICE OFFICER	FIRST DISTRICT	9/14/2007	0.00
ROBINSON ALFRED A	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/2007	0.00
RODRIGUEZ JULIO C	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/2005	0.00
ROGERS STAN C	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/2007	0.00
ROLAND MELVIN	POLICE OFFICER	EIGHTH DISTRICT	8/23/2007	0.00
ROSALES DANIEL	POLICE OFFICER	THIRD DISTRICT	8/13/2007	0.00
ROSSI NICK JR	POLICE OFFICER	OPERATIONAL SERVICES	10/11/2006	0.00
RUTTI JUNATHAN	POLICE OFFICER	TENTH DISTRICT	3/20/2007	0.00
RYAN THOMAS W	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/08/2002	0.00
		SIXTEENTH DISTRICT	5/11/2006	0.00
		EIGHTH DISTRICT	8/18/2006	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SALADINO	CHRISTOPHER	POLICE OFFICER	20/23/2007	0.00
SALVADOR	POLICE OFFICER	UNKNOWN	6/10/2007	0.00
SALUSTRO	SHARON E	NINETEENTH DISTRICT	8/11/1994	0.00
SANCHEZ	NDE	SEVENTEENTH DISTRICT	5/10/2007	0.00
SANTIAGO	CARLOS	FIRST DISTRICT	7/18/2007	0.00
SAVICKAS	CHRIST	SECOND DISTRICT	5/04/2007	0.00
SCHNOTALA	KENNETH	SIXTEENTH DISTRICT	7/21/2007	0.00
SHERLOCK	ANTHONY	RECRUIT TRAINING	11/03/2005	0.00
SMITH	CURTIS S	FIRST DISTRICT	4/16/2006	0.00
SOLTIS	DAVID	SECOND DISTRICT	12/15/2006	0.00
ST. CLAIR, II	MICHAEL E	SIXTH DISTRICT	8/31/2006	0.00
SWALINA	DAVID	FOURTH DISTRICT	5/28/2007	0.00
TAYLOR	ALBERT	TWENTY-SECOND DISTRICT	7/03/2006	0.00
TORRES	ANTHONY	ELEVENTH DISTRICT	8/26/2007	0.00
TORRES	EBENEZER	NINETEENTH DISTRICT	8/28/2006	0.00
TRIANTAFILLO	JAMES	ELEVENTH DISTRICT	12/25/2003	0.00
TRIPOLI	JOSEPH	TWENTY-FIFTH DISTRICT	11/17/2006	0.00
TURNER	VERNAL	EIGHTEENTH DISTRICT	9/29/2006	0.00
VALERIO	MAGDALENA	SIXTH DISTRICT	5/06/2007	0.00
VENCES	SERGIO	SPECIAL OPERATIONS SECTION	5/03/2007	0.00
VIZZINI	JAMES S	TWENTIETH DISTRICT	4/12/2007	0.00
WALKER	HERBERT C	SEVENTH DISTRICT	9/06/2007	0.00
WATSON	HENRY	PUBLIC TRANSPORTATION SECTION	3/29/2006	0.00
WEXLER	PHILIP	NINETEENTH DISTRICT	9/18/2007	0.00
WILLIAMS	KATHERINE	ELEVENTH DISTRICT	6/07/2005	0.00
WILLIAMS	TEDDY	DETECTIVE DIVISION - AREA 1	10/05/2004	0.00
WILLIAMS-ORTIZ	CLARA M	TWENTY-THIRD DISTRICT	12/16/2006	0.00
WILSON	KAZAN	FIRST DISTRICT	12/02/2006	0.00
WYDRA	JENNIFER L	SEVENTEENTH DISTRICT	3/27/2007	0.00
YI	RICHARD Y	TWENTY-FIFTH DISTRICT	9/08/2007	0.00
YUSUF	MOHAMMAD	TWENTY-FIFTH DISTRICT	9/08/2007	0.00
BANKS	THOMAS S	SQUAD 2	7/19/1982	0.00
BASTIAN	MICHAEL	ENGINE COMPANY 120	9/17/2006	0.00
DIGONESS	JAMES	TRUCK 51	3/23/2007	0.00
CAMBRIA	JERRY	TRUCK 51	3/23/2007	0.00
CEKO	BORIS	UNKNOWN	6/12/2007	0.00
FITZMAURICE	PATRICK	UNKNOWN	5/31/2007	0.00
FITZPATRICK	LOUISE	UNKNOWN	9/12/2007	0.00
HOPKINS	CARL	UNKNOWN	4/12/1999	0.00
KILLEEN	JOHN	TRUCK 40	12/30/1983	0.00
LUCKIES	DARRENELLA	FIREFIGHTER	11/27/2006	0.00
MCCORMICK	DENISE	FIREFIGHTER	9/17/2006	0.00
MCMEEL	BARRY	TRUCK 24	1/28/2007	0.00
MOON	MICHAEL	AMBULANCE 34	9/17/2006	0.00
MURPHY	PATRICK	AMBULANCE 48	4/10/2007	0.00
OSEPEK	PHILIP	TRUCK 51	4/11/2006	0.00
ROCCASALVA	JAMES	AMBULANCE 39	6/01/2006	0.00
SYNAL	ROBERT	UNKNOWN	3/21/2005	0.00
TROTTER	KENNETH	BATTALION 19	7/02/2003	0.00
		ENGINE COMPANY 64	9/20/2005	0.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/12/2007

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WILLINGHAM	FIREFIGHTER	TRUCK 24	1/28/2007	0.00

(Continued from page 17094)

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance 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:

12/12/2007

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
Rufus Coleman 9047 South Justine Street Chicago, Illinois 60620	8/8/05 9047 South Justine Street	\$659.00

*Damage To Vehicle.**Department Of Police:**Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Nader Deshay and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	1/30/06 South 156 th and Wood Street	\$614.00 190.00*
State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	6/26/06 5650 West Fullerton Avenue	81.80* 81.80
State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	12/16/06 1135 North Pulsaki Road	687.50* 687.50

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
State Farm Insurance	1/30/07	\$ 190.00*
Subrogation Services	South 156 th and Wood	190.00
P.O. Box 2371	Street	
Bloomington, Illinois 61702		
Miguel Esquivel	4/19/07	1,413.00
2852 North Parkside	5620 West Belmont	
Avenue	Avenue	
Chicago, Illinois 60634		
Agnes Groeper and State Farm	6/26/06	491.20
Insurance	5650 West Fullerton	81.80*
Subrogation Services	Avenue	
P.O. Box 2371		
Bloomington, Illinois 61702		
Carlos Rosado and State Farm	12/16/06	540.50
Insurance	1135 North Pulaski	687.50*
Subrogation Services	Road	
P.O. Box 2371		
Bloomington, Illinois 61702		

Damage To Vehicle.

*Department Of Public Works/
Bureau Of Construction Management:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Diane Deaderick	4/22/2006	\$271.00
8312 South Clyde Avenue	1833 East 71 st	
Chicago, Illinois 60617	Street	

* To City of Chicago, Bureau of Parking

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
City of Chicago Department of Revenue 7100 South Parnell Avenue Chicago, Illinois 60621	11/26/2006 7100 South Parnell Avenue	\$150.00 150.00*
Oscar Walden 7100 South Parnell Avenue Chicago, Illinois 60621	11/26/2006 7100 South Parnell Avenue	225.00 150.00*

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
Dominick Albano 11435 South Drake Avenue Chicago, Illinois 60655	2/27/2007 4100 South Western Boulevard	\$ 62.00
Kristen Anderson 2818 North Albany Avenue Chicago, Illinois 60618	1/26/2007 3150 West Division Street	157.00
Bettie Barksdale 7333 South Marshfield Avenue Chicago, Illinois 60636	4/1/2007 72 nd West between South Marshfield Avenue and South Paulina Street	1,193.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Khoi Bui 1511 South Indiana Avenue Unit A Chicago, Illinois 60605	3/31/2007 1000 South Clinton Street	\$ 91.00
Pamela Burse 6408 South Laflin Street Chicago, Illinois 60636	3/1/2007 7550 South Pulaski Road	283.00
City of Chicago Department of Revenue 6440 South Dr. Martin Luther King, Jr. Drive Apartment 3A Chicago, Illinois 60637	11/3/2006 6600 South Marquette Road	30.00 30.00*
City of Chicago Department of Revenue 7836 South Marshfield Avenue Chicago, Illinois 60620	2/1/07 50 West 51 st Street	445.00 445.00*
City of Chicago Department of Revenue 3319 West 60 th Street Chicago, Illinois 60629	2/21/07 5049 South Kedzie Avenue	218.71 218.71*
City of Chicago Department of Revenue 6121 South Maplewood Avenue Chicago, Illinois 60629	3/23/07 West 39 th and North Pershing Boulevard	100.00 100.00*
Robert Darrow 1761 West Wellington Chicago, Illinois 60657	3/9/07 5650 West Foster Avenue	180.00

* To City of Chicago, Dept of Revenue

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Name And Address	Date And Location	Amount
David Eril 3701 South Clinton Street Chicago, Illinois 60402	2/27/07 2332 West Ogden Avenue	\$166.00
Barbara Fleming 6121 South Maplewood Avenue Chicago, Illinois 60629	3/23/07 West 39 th and North Pershing Boulevard	78.00 100.00*
Margaret Frantz 3914 West 61 st Place Chicago, Illinois 60629	10/29/06 3200 West 87 th Street	111.00
Madeline Geltis 1035 Hull Terrace Illinois 60602	3/5/07 1040 North Lake Shore Drive	423.00
Madeline Geltis 1035 Hull Terrace Illinois 60202	3/28/07 Lake Shore Drive ramp to Michigan Avenue	183.00
Gerrie Greene Dozter 3531 West 78 th Street Chicago, Illinois 60652	1/27/07 3800 South Ashland Avenue	50.00
Frank Hammonds 4106 North McVicker Avenue Chicago, Illinois 60634	3/29/07 6345 West Montrose Avenue	346.00
Christopher D. Hicks 8451 South Michigan Avenue Chicago, Illinois 60619	4/7/07 2700 East 130 th Street	373.00
Rose Marie Hopp 10801 South Leclair Chicago, Illinois 60453	2/26/07 4043 South Western Boulevard	142.00

* To City of Chicago, Dept of Revenue

Name And Address	Date And Location	Amount
Rosemary Jarrett 3004 South Lowe Avenue Chicago, Illinois 60616	4/29/07 2822 South Lowe Avenue (alley)	\$ 76.00
Scott Kochlefl 7327 East Berridg Arizona 85250	2/26/07 4100 South Western Boulevard	170.00
Janet Kuska 6325 West 92 nd Street Illinois 60453	2/27/07 4123 South Western Boulevard	109.00
Ellen Meadows 3928 North Kolmar Avenue Chicago, Illinois 60641	8/19/07 4200 North Kilpatrick Avenue	513.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
James Minor 13105 South Avenue O Chicago, Illinois 60633	2/13/07 2142 North Kedzie Avenue	\$585.00
Tabatha Mitchell 6440 South Dr. Martin Luther King, Jr. Drive Apartment 3A Chicago, Illinois 60637	11/3/06 6600 South Marquette Road	360.00 30.00*

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Alfredo Nieves 3319 West 60 th Street Chicago, Illinois 60629	2/21/07 5049 South Kedzie Avenue	\$299.29 218.71*
Catalino Pagcatipunan 4851 West Hirsch Street Chicago, Illinois 60651	3/2/07 North Keating Avenue and West Division Street	187.00
John Pettigrew 7010 South Wood Street Chicago, Illinois 60636	3/2/07 7530 South Pulaski Road	417.00
Betty Robinson 7243 South Francisco Avenue Chicago, Illinois 60629	2/28/07 7600 South Pulaski Road	198.00
Alex Schemioneck 1934 North Washtenaw Avenue Number 405 Chicago, Illinois 60647	2/27/07 2800 West Addison Street	178.00
Mandeep Singh 650 North Wood Street Unit 3S Chicago, Illinois 60622	1/28/07 1500 South Clinton Street	119.00
Erica E. Smith 2801 South Dr. Martin Luther King, Jr. Drive Apartment 301 Chicago, Illinois 60616	4/24/07 737 South Desplaines Street	148.00
Jannet Strobel 4706 West 83 rd Street Chicago, Illinois 60652	10/24/06 West 87 th Street West of South Kedzie Avenue (by cemetery)	74.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Wayne Thomas 4117 West Crystal Street Chicago, Illinois 60651	2/24/07 800 West Division Street	\$219.00
Rafael Torres 3752 West 80 th Place Chicago, Illinois 60652	4/18/07 3824 West Myrick Street	119.00
Erik M. Weitz 2046 West Walton Street Unit 3 Chicago, Illinois 60649	4/2/07 4332 North Western Avenue	117.00
Veronica Willis 6730 South South Shore Drive Apartment 1105 Chicago, Illinois 60649	5/29/07 6706 South Clyde Avenue	738.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Laura Goebel and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	11/2/2006 Lower Michigan Avenue And Water Street	\$620.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
City of Chicago Department of Revenue 4359 South Rockwell Street Chicago, Illinois 60632	2/17/2007 4606 South Mozart Street	\$ 100.00 100.00*
Wendy and Faustina Navas 4359 South Rockwell Street Chicago, Illinois 60632	2/17/2007 4606 South Mozart Street	1,138.00 100.00*

Damage To Vehicle.

*Fire Department:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Joseph Yeung 719 Juniper Road Illinois 60025	4/13/2007 South State Street and Harrison Street	\$810.00

* To City of Chicago, Bureau of Parking

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
Stephanie Bowman 7502 East Earll Unit 6 Arizona 85251	1/31/2007 During towing	\$378.00
Lucille Burrus 9118 South Bennett Avenue Chicago, Illinois 60617	1/2/2007 During towing	108.00
City of Chicago Department of Revenue 2139 South Clinton Unit 312 Illinois 60402	4/5/2007 During towing	156.46 156.46*
Charles Harris 2139 South Clinton Apartment 312 Illinois 60402	4/5/07 During towing	633.54 156.46*
Mohammad Khan 9400 Ironwood Lake Illinois 60616	12/19/06 During towing	689.00
Sarah O'Connor 544 West Surf Street Unit 2W Chicago, Illinois 60657	3/12/07 During towing	378.00

* To City of Chicago, Bureau of Parking

12/12/2007

REPORTS OF COMMITTEES

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Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Jarvis Garrett 11326 South Forest Avenue 2 nd Floor Chicago, Illinois 60628	8/29/06 11326 South Forest Avenue	\$894.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
Janice Dirksen 6140 North Clark Street Chicago, Illinois 60660	2/6/07 6140 North Clark Street	\$1,204.00
Ora Fair 15 East 99 th Place Chicago, Illinois 60628	11/6/06 15 East 99 th Place	66.14
William Smillie and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	11/24/06 3010 West Diversey Avenue	3,114.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-4415-0934-0934.*

Name And Address	Date And Location	Amount
City of Chicago Dept of Revenue 2516 North Luna Avenue Chicago, Illinois 60639	2/15/07 3730 North Tripp Avenue	\$ 200.00 200.00*
City of Chicago Dept of Revenue 1506 Crest Ridge Drive Georgia 30344	2/24/07 I-90 southbound at West Higgins Road	25.00 25.00*
Engler Heating And Air Conditioning 4842 North Crescent Illinois 60706	9/16/06 2104 North Lakewood Avenue	173.26
Vincent Howard 1506 Crest Ridge Drive Georgia 30344	2/24/07 I-90 southbound at West Higgins Road	222.00 25.00*
James Janda & Geraldine and State Farm Insurance P.O. Box 2371 Bloomington, Illinois 61702	12/11/06 5657 North Milwaukee Avenue	540.00
Andrew Powdermaker and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	1/19/07 3645 North Sacramento Avenue	493.00
Geovanni Reyes 2516 North Luna Avenue Chicago, Illinois 60639	2/15/07 3730 North Tripp Avenue	1,289.00 200.00*

* To City of Chicago, Department of Revenue

AUTHORIZATION FOR PAYMENT OF SUNDRY
CLAIMS FOR CONDOMINIUM
REFUSE REBATE.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-4415-0939-0939:

[List of claimants printed on pages 17115
through 17116 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 17117)

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/12/2007

ALPARK CONDOMINIUM ASSOCIATION	18	ANNUAL	2005	1,350.00	MARGARET LAURINO	39
ARCHER HEIGHTS I CONDO ASSOC.	19	ANNUAL	2005	1,425.00	EDWARD M. BURKE	14
ASTOR-BANKS CONDOMINIUM ASSN.	12	ANNUAL	2005	900.00	VI DALEY	43
AVANTI POINT CONDO ASSOC.	30	ANNUAL	2005	2,250.00	THOMAS ALLEN	38
BELMONT RIVER CLUB COMM. ASSOC	142	ANNUAL	2005	10,650.00	RICHARD F. MELL	33
BENNINGTON GLEN CONDO. ASS'N.	12	ANNUAL	2005	900.00	MARY ANN SMITH	48
BERNSLIE MANOR	15	ANNUAL	2005	1,125.00	MARGARET LAURINO	39
BERWYN COURT CONDO ASSOC.	21	ANNUAL	2005	1,575.00	PATRICK J O'CONNOR	40
BEVERLY POINT CONDOMINIUM	24	ANNUAL	2005	1,401.95	GINGER RUGAI	19
BEVERLY RIDGE CONDOMINIUM ASSN	8	ANNUAL	2005	600.00	GINGER RUGAI	19
BEVERLY RIDGE COURT TOWNHOME	8	ANNUAL	2005	600.00	GINGER RUGAI	19
BICYCLE STATION LOFTS	53	ANNUAL	2005	3,321.91	ROBERT FIORETTI	02
BICYCLE STATION TOWNHOMES	10	ANNUAL	2005	750.00	ROBERT FIORETTI	02
BLACKSTONE CONDOMINIUM	18	ANNUAL	2005	1,350.00	LESLIE HAIRSTON	05
BRETTON COURT BIPLEX OWNERS	32	SEMI-ANNUAL	2005	1,200.00	MARGARET LAURINO	39
BRONZEVILLE LOFTS CONDO ASSOC.	42	ANNUAL	2005	2,216.01	ROBERT FIORETTI	02
BUENA VISTA CONDOMINIUM	12	ANNUAL	2005	900.00	HELEN SHILLER	46
CHEVALIER CONDOMINIUM ASSOC		ADJUSTMENT	2005	829.00	BRIAN G. DOHERTY	41
CHICAGO RESIDENTIAL, INC.	97	ANNUAL	2005	3,421.56	VI DALEY	43
CLEAR RIDGE CONDO. ASSN. I	24	ANNUAL	2005	1,800.00	MICHAEL R. ZALEWSKI	23
COACH LIGHT CONDOMINIUM ASSOC	27	ANNUAL	2005	2,025.00	BRIAN G. DOHERTY	41
COASTLAND APARTMENTS, INC.	24	ANNUAL	2005	1,800.00	SANDI JACKSON	07
COMMONWEALTH ON PRAIRIE	46	ANNUAL	2005	3,450.00	ROBERT FIORETTI	02
COMMONWEALTH ON PRAIRIE CONDO	9	ANNUAL	2005	675.00	ROBERT FIORETTI	02
CONSERVANCY AT NORTH PARK I	40	ANNUAL	2005	3,000.00	MARGARET LAURINO	39
CONSERVANCY AT NORTH PARK II	40	ANNUAL	2005	3,000.00	MARGARET LAURINO	39
CONSERVANCY AT NORTH PARK III	40	ANNUAL	2005	3,000.00	MARGARET LAURINO	39
CONSERVANCY AT NORTH PARK IV	40	ANNUAL	2005	3,000.00	MARGARET LAURINO	39
DAILY NEWS CONDO ASSOC.	43	ANNUAL	2005	3,225.00	WALTER BURNETT JR.	27
DEARBORN VILLAGE I CONDO. ASSN.	48	ANNUAL	2005	3,600.00	ROBERT FIORETTI	02
DEARBORN VILLAGE IV	36	ANNUAL	2005	2,700.00	ROBERT FIORETTI	02
EASTSIDE LOFTS CONDOMINIUM	65	ANNUAL	2005	3,795.50	BRENDAN REILLY	42
EBERHART MANOR CONDOMINIUM	6	ANNUAL	2005	450.00	WILLIE COCHRAN	20
EDDYSTONE CONDOMINIUM HOMES,	77	SEMI-ANNUAL	2005	2,887.50	THOMAS TUNNEY	44
EDMUNDS ESTATES CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	PATRICK J. LEVAR	45
EIGHT THOUSAND S. INDIANA	5	ANNUAL	2005	375.00	FREDRENN LYLE	06
ELEVENTH STREET LOFTOMINIUM	51	ANNUAL	2005	3,825.00	ROBERT FIORETTI	02
FAIRBANKS LOFTS CONDOMINIUM	36	ANNUAL	2005	2,700.00	ROBERT FIORETTI	02
FARWELL TERRACE CONDOMINIUM	12	ANNUAL	2005	900.00	JOE MOORE	49
GALLERY CONDOMINIUM ASSN.	16	ANNUAL	2005	1,200.00	GINGER RUGAI	19
GLENWOOD CONDO AND HEALTH CLUB	26	ANNUAL	2005	1,722.65	PATRICK J O'CONNOR	40
HABERDASHER SQUARE LOFTS CONDO	226	ANNUAL	2005	8,889.80	BRENDAN REILLY	42
JANSSEN PRAIRIE CONDO. ASSOC.	5	ANNUAL	2005	375.00	HELEN SHILLER	46
KENMORE-LELAND WEST CONDO.	13	ANNUAL	2005	975.00	HELEN SHILLER	46
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL	2005	825.00	MARGARET LAURINO	39

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 12/12/2007

NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
25	ANNUAL	1,875.00	REY COLON	35
20	ANNUAL	1,500.00	RAY SUAREZ	31
19	SEMI-ANNUAL	384.30	VI DALEY	43
8	ANNUAL	538.63	REY COLON	35
18	ANNUAL	1,350.00	WALTER BURNETT JR.	27
6	ANNUAL	450.00	JOE MOORE	49
15	ANNUAL	1,125.00	BERNARD L. STONE	50
16	SEMI-ANNUAL	600.00	MARGARET LAURINO	39
6	ANNUAL	450.00	VI DALEY	43
97	SEMI-ANNUAL	225.00	TONI PRECKWINKLE	04
49	ANNUAL	6,962.39	ROBERT FIORETTI	02
620	ANNUAL	3,675.00	ROBERT FIORETTI	02
64	ANNUAL	33,931.21	BRENDAN REILLY	42
19	ANNUAL	4,206.45	WALTER BURNETT JR.	27
36	ANNUAL	1,318.96	BERNARD L. STONE	50
14	ANNUAL	2,619.27	PATRICK J. LEVAR	45
45	ANNUAL	1,050.00	SCOTT WAGUESPACK	32
17	ANNUAL	3,375.00	BRENDAN REILLY	42
11	ANNUAL	1,275.00	SANDI JACKSON	07
13	ANNUAL	825.00	REY COLON	35
58	ANNUAL	975.00	GINGER RUGAI	19
30	ANNUAL	4,350.00	ROBERT FIORETTI	02
24	ANNUAL	2,250.00	WALTER BURNETT JR.	27
138	ANNUAL	1,800.00	GINGER RUGAI	19
10	ANNUAL	7,545.35	ROBERT FIORETTI	02
10	ANNUAL	750.00	VI DALEY	43
180	ANNUAL	750.00	HELEN SHILLER	46
12	ANNUAL	13,500.00	WALTER BURNETT JR.	27
61	ANNUAL	900.00	GINGER RUGAI	19
6	ANNUAL	4,575.00	BRENDAN REILLY	42
8	ANNUAL	450.00	TONI PRECKWINKLE	04
10	ANNUAL	600.00	BRENDAN REILLY	42
53	ANNUAL	750.00	VI DALEY	43
15	ANNUAL	3,975.00	ROBERT FIORETTI	02
6	ANNUAL	3,000.00	VI DALEY	43
95	ANNUAL	1,125.00	BERNARD L. STONE	50
8	SEMI-ANNUAL	450.00	MARY ANN SMITH	48
448	SEMI-ANNUAL	7,125.00	HELEN SHILLER	46
10	SEMI-ANNUAL	300.00	THOMAS ALLEN	38
16	SEMI-ANNUAL	6,440.00	BRENDAN REILLY	42
7	ANNUAL	375.00	MARGARET LAURINO	39
10	ANNUAL	1,200.00	VI DALEY	43
6	ANNUAL	525.00	MARY ANN SMITH	48
10	ANNUAL	750.00	LESLIE HAIRSTON	05
10	ANNUAL	450.00	JOE MOORE	49
10	ANNUAL	750.00	FREDDRENN LYLE	06

(Continued from pages 17114)

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 page
17118 of this *Journal*.]

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

(Continued on page 17119)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REVENUE JOURNAL

Name	PIN NUMBER	ALDERMAN	Amount
LORIG-BROWNSTEIN, PAULINE	17-03-201-066-1010	42 REILLY	50.00
LORIG-BROWNSTEIN, PAULINE	17-03-201-066-1010	42 REILLY	50.00
LORIG-BROWNSTEIN, PAULINE	17-03-201-066-1010	42 REILLY	50.00
LORIG-BROWNSTEIN, PAULINE	17-03-201-066-1010	42 REILLY	50.00
LORIG-BROWNSTEIN, PAULINE	17-03-201-066-1010	42 REILLY	50.00
MOORE, BERTTA J.	10-31-409-062-1032	49 MOORE	50.00
MOORE, BONITA J.	10-31-409-062-1032	49 MOORE	50.00
MURCULIS, JACK	10-36-117-015-1015	50 STONE	50.00
SWIERCZYNSKI, VIRGINIA W.	10-31-409-062-1026	41 DOMERY	50.00
WIKTORUK, LILLIAN T.	10-31-409-062-1004	41 DOMERY	50.00
ZBINKOWSKI, WANDA W.	10-31-409-062-1035	41 DOMERY	50.00
* TOTAL AMOUNT			550.00

(Continued from page 17117)

Your Committee on Finance, having had under consideration an order authorizing two applications for the 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Chicago Southside Branch of the N.A.A.C.P.
January 12, 2008 and January 19, 2008 -- citywide; and
- B. Les Turner ALS Foundation
May 1, 2008 through May 31, 2008 -- 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, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on April 11, 2007 and on subsequent dates, sundry claims as follows:

Aquino, Rogelio

Bendoraitis, Ronald

Brown, Angelique

Clark-Maras, Teresa

Davis, Amber and Progressive Insurance

Hampton, Vernice

Heine, Becky

Kara, Tanya

Leaks, Lex

O'Connor, Philip

Pacheco, Erika and Universal Casualty Company

Perez, Monserrate and Universal Casualty Company

Peterein, Janice

Rodriguez, Beatrice

Smith, Mary Louise

Taylor, Helen and Allstate Insurance

Vegena, Martin and State Farm Insurance

Velaquez, Carmen 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.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM
REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on March 29, 2006 and on subsequent dates, sundry claims as follows:

Acme Lofts Condominium Association

Berwyn Winthrop Condominium Association

Block Y Condominium Association

Block Y Townhome Association

Blue Moon Lofts Condominium Association

Chevalier Condominium Association

Dover Suites Condominiums

Edgewater Beach Manor Condominium

Ingleside Manor Condominium

Innisbrook Condominium Number 3

Innisbrook Condominium Association Number 4

Katherine Condominium Building Association

Le Fleur De Beacon Condominium Association

Lexington House Condominium

Manhattan Building Condominium Association

Margate Terrace Condominium Association

Montrecott Condominium Association

New Concord Condominium-East

Newgard Square Condominium

Newgard Square Condominium
One East 14th Place Condominium Association
One River Place Condominium Association
One River Place Condominium Association
One River Place Condominium Association
Parkside Condominium Association
Parkside Condominium Association
Raven Place Condominium Association
Richmond Manor Condominium Association
Ritchie Court Private
Saint Johns Park Townhome Association
The Andersonville Grandeur
The Andersonville Grandeur
The Andersonnle Grandeur
The Leland of Ravenswood Association
Wilson Gardens East Condominium Association
1414 North Wells Condominium Association
15 South Throop Condominium Association
1531 -- 1533 West Thorndale Corp.
1613 -- 1615 Farwell Condominium Association
23 On Green Condominium Association
330 South Michigan Avenue Condominium
4009 North Sheridan Condominium Association

4009 North Sheridan Condominium Association

4100 North Lincoln Condominium Association

5616 Kenmore Condominium Association

6717 Irving Park Condominium Association

6717 Irving Park Condominium Association

7057 -- 7061 North Damen Condominium Association

930 Cuyler Condominium Association,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

12/12/2007

REPORTS OF COMMITTEES

17125

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTH OF OCTOBER, 2007.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

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 October, 2007, 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 list of cases and report were *Placed on File*.

Re-Referred -- AMENDMENT OF TITLE 8, CHAPTER 24 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTION 015 TO REQUIRE BREATHALYZER
TESTING OF POLICE AND PEACE OFFICERS
WHO DISCHARGE FIREARMS WITHIN
CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 8-24 of the Municipal Code of Chicago concerning breathalyzer testing of peace officers who fire weapons within the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on Police and Fire.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Police and Fire* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 2, CHAPTER 20 AND TITLE 10,
CHAPTER 36 OF MUNICIPAL CODE OF CHICAGO BY
AUTHORIZING COMMISSIONER OF AVIATION TO
ENTER INTO AND EXECUTE NOISE-RELATED
AGREEMENTS WITH PUBLIC OR PRIVATE
ENTITIES FOR INSTALLATION, OPERATION
AND MAINTENANCE OF REMOTE
MONITORING TERMINALS IN
AREAS SURROUNDING
CITY AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, November 13, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on October 31, 2007) at the request of the Commissioner of Aviation, transmits an ordinance amending Chapter 2-20 and Chapter 10-36 of the Municipal Code regarding noise-related agreements, begs leave to recommend the Your Honorable Body *Pass* the proposed amending ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schülter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 2-20-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-20-020 Commissioner -- Appointment, Powers And Duties.

There is hereby created the office of commissioner of aviation. He or she shall be appointed by the mayor, by and with the advice and consent of the city council. He or she shall have the management and control of the design, construction, operation and maintenance of all public airports owned or operated by the city, except as provided otherwise in Chapter 2-70. The commissioner's powers and duties shall include those set forth in Chapter 10-36 of this Code.

SECTION 2. Chapter 10-36 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new section 10-36-320, as follows:

10-36-320 Commissioner -- Power To Enter Noise-Related Agreements.

The commissioner of aviation is authorized to negotiate and execute on behalf of the city with public or private entities or persons, any license, right-of-entry agreement, or other agreement, for the installation, operation, and maintenance of remote monitoring terminals or other similar equipment in the areas surrounding all public airports owned or operated by the city that may be affected by airport noise, including any renewals thereof 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 agreements,

including any renewals thereto, and including provisions providing indemnification by the city.

SECTION 3. This ordinance shall be effective upon passage and approval.

AUTHORIZATION FOR EXECUTION OF AMENDMENTS TO CURRENT
RENTAL CAR CONCESSION LICENSE AGREEMENTS
AT MIDWAY INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on October 31, 2007) at the request of the Commissioner of Aviation, transmits an ordinance authorizing rental car concession license agreements at Midway International Airport, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by seven members of the Committee, with Alderman Edward M. Burke abstaining pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Carothers 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") owns and operates an airport known as Chicago Midway International Airport ("Airport"); may enter into leases and licenses for the use of Airport facilities, including licenses for the privilege of operating rental car concessions at the Airport; and may place restrictions on and establish fees and charges for the use of Airport facilities; and

WHEREAS, On July 27, 2005, this City Council passed an ordinance (the "2005 Ordinance") (i) to authorize the Commissioner of the Department of Aviation (the "Commissioner") of the City to negotiate and execute with each rental car company identified in Exhibit A to the 2005 Ordinance (each, an "On-Airport Rental Car Company" and, together, the "On-Airport Rental Car Companies") a concession license agreement (each, a "New License Agreement"), that is substantially consistent with the term sheet attached to the 2005 Ordinance as Exhibit C, to relocate the On-Airport Rental Car Company's operations to a consolidated rental car facility, as described in Exhibit B to the 2005 Ordinance, to be constructed on City-owned property at the northeast corner of 55th Street and Laramie Avenue (the "Consolidated Facility"); (ii) to ratify and extend, on a month-to-month basis until the New License Agreements become effective, the current concession license agreements (each, a "Current License Agreement") with those On-Airport Rental Car Companies currently operating at the Airport (each, a "Licensee") and to provide that each of the Current License Agreements may be amended to effect the collection and remittance of the C.F.C. (hereinafter defined) in the event that collection of the C.F.C. commences prior to the effective date of the New License Agreements; (iii) to authorize the Commissioner to negotiate and execute a lease of the Consolidated Facility with Midway RACS, L.L.C., a limited liability company formed by and whose members are the On-Airport Rental Car Companies (the "L.L.C."), that is substantially consistent with the term sheet attached to the 2005

Ordinance as Exhibit D ; and (iv) to impose a customer facility charge ("C.F.C."), as authorized by Section 6-305 of the Illinois Vehicle Code, 625 ILCS 5/6-305(j), on customers of On-Airport Rental Car Companies in order to provide funds to finance eligible costs of the Consolidated Facility; and

WHEREAS, Pending the negotiation and execution of the New License Agreements, this City Council desires to authorize the Commissioner to negotiate and execute certain amendments to the Current License Agreements; now, therefore,

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

SECTION 1. The above recitals are adopted as the findings of the City Council and are incorporated by reference.

SECTION 2. The Commissioner is hereby authorized to negotiate and execute amendments to the Current License Agreements to authorize the Licensees to impose and collect a Concession Recovery Fee as provided in this section. The Licensee must acknowledge that Concession Fee (as defined in the Current License Agreements, "Concession Fee") payments by the Licensee to the City under the Current License Agreement are for Licensee's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the City upon Licensee's customers. The City does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements (such separate charge being referred to in this ordinance and the amendment as the "Concession Recovery Fee") of customers who are "Business renters" or "Business program sponsors" under the Business program sponsors' "Business programs" (as such terms are defined in 625 ILCS 5/6-305), provided that such Concession Recovery Fee meets all of the following conditions: (i) such Concession Recovery Fee is permitted by the laws of the State of Illinois and all other applicable laws, including without limitation Federal Trade Commission requirements, as such laws and requirements exist on the effective date of the amendment of the Current License, as well as any commitment to or contractual obligation by Licensee with the Attorney General of the State of Illinois or any group of State Attorneys General; (ii) such Concession Recovery Fee shall be titled "Concession Recovery Fee", "Concession Recoupment Fee" or such other name as is first approved by the City in writing; (iii) the Concession Recovery Fee must be shown on the customer rental car agreement and invoiced with other Licensee charges (ie. "above the tax line"); (iv) the Concession Recovery Fee as stated on the invoice and charged to the customer shall be no more than eleven and eleven hundredths percent (11.11%) of Gross Revenues; (v) Licensee shall neither identify, treat, or refer to the Concession Recovery Fee as a tax or levy, nor state or imply that the City is requiring the pass-through or collection of such Concession Recovery Fee; and (vi) Licensee shall not pass through, unbundle or list any fees (other than a Concession Recovery Fee, vehicle license fee payable to the City and/or the State of Illinois, and C.F.C.) as a separate item on its customer invoices, except with the City's prior written approval in each instance.

SECTION 3. The Commissioner is hereby authorized to negotiate and execute amendments to the Current License Agreements to replace the definition of "Gross Revenues" contained in the Current License Agreements with the following definition: Except as provided below, "Gross Revenues" shall include, but not be limited to, all time and mileage revenues and all revenues from the sale of personal accident insurance, or any insurance of a similar nature, and all other revenues paid or due to Licensee arising out of or in connection with its operation at the Airport. "Gross Revenues" shall not include: amounts of any federal, state, or municipal taxes; amounts paid by customers and separately stated on the face of the written agreement under which a motor vehicle is rented at the Airport to a customer by the Licensee ("Contract") as additional charges for waiver by Licensee of Licensee's rights to recover damages from customers for loss of or damage to the motor vehicle rented; C.F.C.s collected by Licensee; sums received by the Licensee for damage to motor vehicles or the Licensee's property or premises, or for loss, conversion, or abandonment of motor vehicles; amounts for credits and refunds to customers for transactions made at the Airport; sums received by reason of Licensee's disposal of personal property (capital assets). "Gross Revenues" shall not be reduced by volume discounts accounted for after the transaction giving rise to the revenues occurs, unless at the time the discount is accounted for, it is accompanied by documentation identifying each Contract number or other transaction identification to which such adjustment relates. No retroactive, blanket or pro-rated distribution of volume discounts will be permitted to reduce "Gross Revenues".

SECTION 4. The Commissioner is hereby authorized to negotiate and execute amendments to Section 2.6 of the Current License Agreements to provide that the next market adjustment of the number of spaces available to each Licensee as part of its Ready/Return Area (as defined in the Current License Agreements) shall be made on May 1, 2010 ("Adjustment Date"), based upon reports by the Licensees of gross revenues for calendar year 2009, and shall be made on every third anniversary of the Adjustment Date thereafter based upon reports by the Licensees of gross revenues for the calendar year immediately preceding each such anniversary.

SECTION 5. The Commissioner is hereby authorized to negotiate and execute amendments to the Current License Agreements to change the definition of "Base Counter Fee" to mean Forty-five and no/100 Dollars (\$45.00) per square foot multiplied by the area of the Counter/Office Area".

SECTION 6. The Commissioner is hereby authorized to negotiate and execute amendments to the Current License Agreements to implement the provisions of Sections 2, 3, 4 and 5 of this ordinance and to effect the collection and remittance of the C.F.C.s by the Licensees.

SECTION 7. Except as modified or amended by the provisions of this ordinance, the 2005 Ordinance is hereby ratified and confirmed.

SECTION 8. This ordinance shall become effective upon its passage and approval.

AUTHORIZATION FOR EXECUTION OF RENTAL CAR CONCESSION
LICENSE AGREEMENTS WITH VARIOUS ENTITIES AT
CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on October 31, 2007) at the request of the Commissioner of Aviation, transmits an ordinance authorizing rental car concession license agreements at O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by seven members of the Committee, with Alderman Edward M. Burke abstaining pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Carothers 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") owns and operates an airport known as Chicago O'Hare International Airport ("Airport"); may enter into leases and licenses for the use of Airport facilities, including licenses for the privilege of operating rental car concessions at the Airport; and may place restrictions on and establish fees and charges for the use of Airport facilities; and

WHEREAS, The City, acting through its Department of Aviation, issued a Request for Proposals for Rental Car Concessions at the Airport (the "R.F.P."); and

WHEREAS, The rental car companies identified in Exhibit A to this ordinance ("On-Airport Rental Car Companies") responded to the R.F.P. and demonstrated to the satisfaction of the Department of Aviation that they are qualified to operate rental car concessions at the Airport; and

WHEREAS, The City desires to enter into concession license agreements with the On- Airport Rental Car Companies that are substantially consistent with the terms set forth in Exhibit B to this ordinance ("License Term Sheet") and further desires to enter into service facility lease agreements with the On-Airport Rental Car Companies that substantially conform to the terms set forth in Exhibit C to this ordinance ("Lease Term Sheet"); now, therefore,

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

SECTION 1. The above recitals are adopted as the findings of the City Council and are incorporated by reference.

SECTION 2. The Commissioner of the Department of Aviation ("Commissioner") is authorized to negotiate and execute with each On-Airport Rental Car Company a concession license agreement that is substantially consistent with the License Term Sheet and a service facility lease that is substantially consistent with the Lease Term Sheet. Existing concession license agreements and service facility leases with those On-Airport Rental Car Companies currently operating at the Airport are ratified and extended on a month-to-month basis until the new concession license agreements and service facility leases become effective.

SECTION 3. This ordinance shall become effective upon its passage and approval.

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

Exhibit "A".

*Chicago O'Hare International Airport
On-Airport Rental Car Companies
And Minimum Annual Guarantees.*

On-Airport Rental Car Company	Minimum Annual Guarantee
Vanguard Rental Car U.S.A. Inc. (doing business as Alamo and National)	\$3,720,000.00
Avis Rent-A-Car System, Inc.	5,888,000.00
Budget Rent-A-Car System, Inc.	2,211,765.00
DTG Operations, Inc. (doing business as Dollar and Thrifty)	1,550,000.00
Enterprise Leasing Company of Chicago	1,100,000.00
The Hertz Corporation	6,036,600.00

Exhibit "B".

*Chicago O'Hare International Airport Rental
Car Concession License Agreement Terms.*

Term. Five (5) years, subject to early termination by the City in the event of implementation of a consolidated rental car facility.

Minimum Annual Guarantee ("M.A.G."). The M.A.G. proposal amount is the first year M.A.G.. Second and subsequent years' M.A.G. is eighty-five percent (85%) of

the previous year's concession fees payable to the City, but in no event less than the M.A.G. proposal for the first year.

Concession Fee. Ten percent (10%) of Gross Revenues.

Concession Recovery Fee. Permitted to the extent authorized by state law in effect as of the date of the passage of this ordinance. Amount of fee charged by concessionaire to its customers cannot exceed an amount equivalent to eleven and one-tenth percent (11.1%) of Gross Revenues.

Definition Of Gross Revenues. "Gross Revenues" means all revenues paid or due to the Licensee arising out of or in connection with Licensee's operation at the Airport, including without limitation: all time and mileage revenues and all revenues from the sale of personal accident insurance, or any insurance of a similar nature, all Concession Recovery Fees, and all other revenues paid or due to Licensee arising out of or in connection with its operation at the Airport. Gross Revenues shall not include; amounts of any federal, state or municipal taxes; C.F.C.s collected by Licensee; sums received by the Licensee for damage to Automobiles or the Licensee's property or premises, or from loss, conversion, or abandonment of Automobiles; amounts for credits and refunds to customers for transactions made at the Airport; sums received by reason of Licensee's disposal of personal property (capital assets). The retroactive adjustment by Licensee of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any purpose, is prohibited.

ACDBE Compliance. Must comply with applicable federal ACDBE regulations. Incumbents must be current in all ACDBE reporting to the City.

Bus Operating Standards. During the term, the City intends to implement additional operating standards for the buses operated by the rental car companies at the Airport, in order to regulate the frequency of courtesy bus trips on airport and terminal roadways. When implemented, the companies agree to abide by these standards.

Customer Facility Charge ("C.F.C."). During the Term, the Department intends to request that City Council enact a C.F.C. on rental car transactions at the Airport. In such event, Licensee agrees to collect and remit C.F.C. revenues to the City. Licensee agrees it will cooperate with the City in pursuing implementation of a C.F.C., and development of a consolidated rental car facility at the Airport. Failure to cooperate will be an event of default under the concession license agreement.

Performance Guarantee/Security Deposit. Licensee will be required to furnish the City with an irrevocable letter of credit drawn on a local bank in the amount equal to the total of three (3) months of the Minimum Annual Guarantee. The

amount of the performance guarantee will be adjusted annually consistent with changes to Licensee's Minimum Annual Guarantee.

Exhibit "C".

*Chicago O'Hare International Airport
Rental Car Facility Lease Terms.*

Tenant. Each On-Airport Rental Car Company identified in Exhibit A will have a separate lease.

Premises. Various parcels in the proximity of Bessie Coleman Drive, as determined by the Commissioner. On-Airport Rental Car Companies, or their affiliated companies, with existing facilities will retain those facilities. An approximately two (2) acre to two and one-half (2½) acre site for the new facility for Enterprise Leasing Company of Chicago will be determined by the Commissioner.

Term Of Agreement. Co-terminous with the License Agreement.

Ground Rent. The Ground Rent for the first five (5) years of the lease will be Two and no/100 Dollars (\$2.00) per square foot. The Ground Rent will be adjusted for any extension period based upon an appraisal of the then current fair market value of the land.

Tenant Improvements. Unless otherwise agreed by the Commissioner in writing, each On-Airport Rental Car Company will be responsible for all costs of constructing and maintaining tenant improvements to its Premises. Tenant improvements are subject to approval by the Commissioner prior to installation.

Compliance With Federal Laws And Regulations. The lease is subject to the City's obligations to comply with federal obligations related to the operation of the Airport. In the event the F.A.A. or any other governmental entity determines (formally or informally) that any provision of the lease is inconsistent with the City's statutory, regulatory, or grant obligations, or F.A.A. policy, order, or guidance, the parties agree to consider such provision null and void, and to re-negotiate such provisions in good faith to revise the provision as may be necessary to be consistent and in compliance with such statutory, regulatory, or grant obligation, or F.A.A. policy, order, or guidance. Such determination shall not be an event of default under the lease.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

APPOINTMENT OF MR. ANTHONY O. BOSWELL AS
EXECUTIVE DIRECTOR OF COMPLIANCE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report approving the appointment of Anthony O. Boswell as Executive Director of Compliance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

On motion of Alderman Austin, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Anthony O. Boswell as Executive Director of Compliance was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT OF YEAR 2007 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE
GRANT AWARDS TO DEPARTMENTS ON
AGING, ENVIRONMENT, POLICE
AND PUBLIC HEALTH.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

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 2007 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 2007 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 City through its Department of Public Health ("Health") has been awarded additional state grant funds in the amount of Three Thousand Dollars (\$3,000) by the Illinois Department of Human Services which shall be used for the Healthy Families Illinois project; and

WHEREAS, The City through Health has been awarded additional state grant funds in the amount of Fifty-three Thousand Dollars (\$53,000) by the Illinois Department of Public Health which shall be used for the Local Basic Health Protection project; and

WHEREAS, The City through Health has been awarded federal grant funds in the amount of One Million Nine Hundred Five Thousand Dollars (\$1,905,000) by the United States Department of Health and Human Services which shall be used for the Multi-Site Opt-Out Rapid HIV Testing in Clinical Setting Program; and

WHEREAS, The City through its Department on Aging has been awarded state grant funds in the amount of Forty-eight Thousand Dollars (\$48,000) by the Illinois Department on Aging which shall be used for the 2008 Elder Abuse and Neglect project; and

WHEREAS, The City through its Department of Police ("Police") has been awarded state grant funds in the amount of Twenty-three Thousand Dollars (\$23,000) by the

Illinois Criminal Justice Information Authority which shall be used for the Braille Domestic Incident Notice project; and

WHEREAS, The City through Police has been awarded federal grant funds in the amount of Eight Thousand Dollars (\$8,000) by the United States Department of Justice, Community Oriented Policing Services which shall be used for the COPS 2007 Technology Program; and

WHEREAS, The City through its Department of Environment has been awarded state grant funds in the amount of Four Hundred Seventy-three Thousand Dollars (\$473,000) by the Illinois Department of Transportation which shall be used for the Chicago Diesel Retrofit Fleet Vehicle project; and

WHEREAS, The City through its Mayor's Office of Workforce Development ("M.O.W.D.") has entered into an intergovernmental agreement with the Public Building Commission of Chicago (the "Commission") for the Skillbuilders Program and now the parties desire to amend such agreement to provide for the term of the agreement to terminate in 2010; now, therefore,

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

SECTION 1. The sum of Two Million Five Hundred Thirteen Thousand Dollars (\$2,513,000), not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2007.

SECTION 2. The sum of Two Million Five Hundred Thirteen Thousand Dollars (\$2,513,000), not previously appropriated, is hereby appropriated from Fund 925 -- Grant Funds for the year 2007. 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 M.O.W.D. is hereby authorized, subject to approval of the Corporation Counsel, to execute an amendment, attached hereto as Exhibit B, to the agreement with the Commission for the Skillbuilders Program; to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of the Skillbuilders Program and related appropriations; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing.

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.

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

Exhibit "A".

Amendment To The 2007 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 2007			
	Awards from Agencies of the Federal Government	\$1,184,252,252	\$1,186,165,252
	Awards from Agencies of the State Government	214,173,800	214,773,800
925 -- Grant Funds			
41	Department Of Public Health:		
	Healthy Families Illinois	\$ 247,000	\$ 250,000
	Local Basic Health Protection	2,541,000	2,594,000
	Multi-Site Opt-Out Rapid HIV Testing in Clinical Setting		1,905,000
47	Department On Aging:		
	2008 Elder Abuse and Neglect		\$ 48,000

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Code	Department And Item	Strike Amount	Add Amount
57	Department Of Police:		
	Braille Domestic Incident Notice		\$ 23,000
	COPS 2007 Technology Program		8,000
72	Department Of Environment:		
	Chicago Diesel Retrofit Fleet Vehicle		\$473,000

Exhibit "B".

*First Amendment To
Intergovernmental Agreement
Between The City Of Chicago And
The Public Building Commission Of Chicago.
(Skillbuilders Program)*

This first amendment to intergovernmental agreement (the "First Amendment") is made as of this ____ day of _____, 2007 (the "Effective Date") by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), acting through the Mayor's Office of Workforce Development ("M.O.W.D."), and the Public Building Commission of Chicago, an Illinois municipal corporation (the "Commission"). The City and the Commission are referred to herein as a "Party" and collectively as the "Parties".

Recitals.

Whereas, The City and the Commission have authority to enter into intergovernmental agreements under the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

Whereas, Pursuant to an ordinance adopted by the City Council of the City ("City Council") on December 15, 2004, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 39943 to 39955, inclusive, the City Council authorized the City, through M.O.W.D., to enter into an intergovernmental agreement (the "Agreement") with the Commission for the transfer of the responsibility for the administration and management of the Skillbuilders Program from the Commission to M.O.W.D.; and

Whereas, M.O.W.D. and the Commission entered into the Agreement on April 29, 2005, and the Parties now desire to amend the Agreement by entering into a First Amendment to the Agreement (the "First Amendment") to reflect that the Commission has allocated an additional Four Hundred Thousand Dollars (\$400,000) for the Skillbuilders Program to be used over the next three (3) years; and

Whereas, Pursuant to an ordinance adopted by the City Council on _____, 2007, M.O.W.D. is authorized to enter into this First Amendment;

Now, Therefore, In consideration of the mutual promises and covenants contained in this First Amendment and of the mutual benefits to result therefrom, the parties hereto hereby agree as follows:

Article I.

1. Incorporation Of Recitats. The recitals stated above are incorporated by reference as if fully set forth herein.

2. Amendment To Article 3 Of Agreement. Article 3, entitled "Effective Date", shall be amended to add the following language:

"The Term of the Agreement shall be December 31, 2010".

3. Amendment To Article 4 Of Agreement. Article 4, entitled "Funding for the Program", shall be amended to add the following language:

"Upon execution of this First Amendment, the Commission shall pay Four Hundred Thousand Dollars (\$400,000) to M.O.W.D. for Program years 2008 -- 2010".

4. Full Force And Effect. All terms and conditions set forth in the Agreement and not amended herein shall remain in full force and effect as written.

5. Counterpart Execution. This First Amendment may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

In Witness Whereof, The City and the Commission have executed this First Amendment as of the date first written above as indicated by the signatures below.

City of Chicago, an Illinois municipal
corporation

By: _____
Commissioner,
Mayor's Office of Workforce
Development

Public Building Commission of Chicago,
an Illinois municipal corporation

By: _____
Executive Director

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR EMERGENCY REPAIRS, PREVENTIVE MAINTENANCE,
CONSTRUCTION, RECONSTRUCTION, REMOVAL, ROUTINE
MAINTENANCE, REPAIR PAINTING, IMPROVEMENT OR
OPERATION OF EXISTING BRIDGES, VIADUCTS,
PAVEMENT STREET LANES, STREET SIGNS
DURING YEAR 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for various Chicago Department of Transportation projects along improved streets, county, and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Transportation to expend the sum of Twenty-six Million One Hundred Forty-five Thousand Five Hundred Eight Dollars (\$26,145,508) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of existing bridges, viaducts, pavement street lanes, street signs and appurtenances related thereto including exterior lighting, electronic visual aids and incidental work related thereto, located in the City of Chicago for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Transportation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each program under this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project as follows:

Subsection A. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of existing movable and fixed bridges and viaducts within, along, adjacent to or in proximity to improved streets, county highways and state highways and appurtenances related thereto; and

Subsection B. Engineering support and design in connection with emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of existing bridges, viaducts, pavement street lanes, street signs and appurtenances related thereto; and

Subsection C. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of pavement along improved streets, county highways and state highways and appurtenances related thereto; and

Subsection D. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of street lane lines along improved streets, county highways and state highways and appurtenances related thereto; and

Subsection E. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of street signs along improved streets, county highways and state highways and appurtenances related thereto; and

Subsection F. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or

operation of traffic safety devices along improved streets, county highways and state highways and appurtenances related thereto; and

Subsection G. Emergency repairs, preventative maintenance, construction, reconstruction, removal, routine maintenance, repair, painting, improvement or operation of traffic control devices along improved streets, county highways and state highways and appurtenances related thereto.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Transportation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR SNOW AND ICE REMOVAL ALONG IMPROVED STREETS,
COUNTY AND STATE HIGHWAYS DURING YEAR 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for snow and ice removal along improved streets, county, and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Streets and Sanitation to expend the sum of Eighteen Million Five Hundred Fifty-two Thousand Five Hundred Fifty-eight Dollars (\$18,552,558) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for snow and ice removal along improved streets, county highways and state highways for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City

Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR STREET CLEANING MAINTENANCE ALONG IMPROVED
STREETS, COUNTY AND STATE HIGHWAYS
DURING YEAR 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for street cleaning maintenance along improved streets, county, and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Streets and Sanitation to expend the sum of Six Million Two Hundred Thirty-seven Thousand Two Hundred Thirty Dollars (\$6,237,230) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street cleaning maintenance along improved streets, county highways and state highways for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City

Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Councils

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX
FUNDS FOR STREET LIGHT ENERGY COSTS ALONG
IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING YEAR 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for street light energy costs along improved street, county, and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Streets and Sanitation to expend the sum of Twelve Million Seventy Thousand Dollars (\$12,070,000) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street light energy costs of improved streets, county highways and state highways for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX
FUNDS FOR STREET LIGHT SYSTEMS AND TRAFFIC
SIGNAL MAINTENANCE ALONG IMPROVED
STREETS, COUNTY AND STATE
HIGHWAYS DURING 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for traffic signal and street lighting systems maintenance along improved streets, county, and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Streets and Sanitation to expend the sum of Five Million Six Hundred Twenty-five Thousand Seven Hundred Four Dollars (\$5,625,704) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for maintenance of traffic signal and street lighting systems along improved streets, county highways and state highways for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR TRAFFIC SIGNAL ENERGY COSTS ALONG IMPROVED
STREETS, COUNTY AND STATE HIGHWAYS
DURING YEAR 2008.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds for traffic signal energy costs along improved streets, county and state highways for the period beginning January 1, 2008 and ending December 31, 2008, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Authority is hereby given to the Commissioner of the Department of Streets and Sanitation to expend the sum of Three Million Dollars (\$3,000,000) from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for traffic signal energy costs along improved streets, county highways and state highways for the period of January 1, 2008 and ending December 31, 2008.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Streets and Sanitation shall not

expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY AND
COUNTY OF COOK FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS TO CHICAGO TRANSIT AUTHORITY AS
ANNUAL MATCHING GRANT PURSUANT TO
REGIONAL TRANSPORTATION
AUTHORITY ACT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

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, the County of Cook, and the Chicago Transit Authority, necessary for the allocation of Motor Fuel Tax funds pursuant to the Regional Transportation Authority Act, 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 Bernard Stone (50th Ward) requested to be recorded as voting nay.

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith -- 47.

Nays -- Alderman Stone -- 1.

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

The following is said ordinance as passed:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (70 ILCS 3615/1.01, et seq.) provides in Section 4.10 that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.10(d) unless a unit or units of local government in Cook

County (other than the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least Five Million Dollars (\$5,000,000) for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operation expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed Three Million Dollars (\$3,000,000) and the County of Cook has contributed Two Million Dollars (\$2,000,000) for such purpose; and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on March 14, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 99118); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 2008 the sum of Three Million Dollars (\$3,000,000) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 2008 from that part of the Motor Fuel Tax funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under Section 4.10 of the Regional Transportation Authority Act (70 ILCS 3615/4.10) between the C.T.A. the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit "A".

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

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

*Exhibit "A".**Intergovernmental Agreement.*

This agreement made this _____ day of _____, 2007, by and between the Chicago Transit Authority (herein the "Authority"), a municipal corporation of the State of Illinois, established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq., and the City of Chicago and the County of Cook, municipal corporations of the State of Illinois.

Witnesseth.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, this agreement is made pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act, 70 ILCS 3615/4.10.

1. The City of Chicago hereby agrees to contribute prior to December 31, 2008, Three Million Dollars (\$3,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 2008.

2. The County of Cook hereby agrees to contribute prior to December 31, 2008, Two Million Dollars (\$2,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 2008.

In Witness Whereof, The parties hereto, by their duly authorized officers, have executed this agreement on the date first above-mentioned.

City of Chicago

County of Cook

By: _____

By: _____

Chicago Transit Authority

By: _____

AUTHORIZATION FOR AMENDMENT TO 2008 ANNUAL
APPROPRIATION ORDINANCE BY TRANSFER OF
CERTAIN RESPONSIBILITIES FROM MAYOR'S
OFFICE OF SPECIAL EVENTS TO
OFFICE OF THE MAYOR.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an amendment to the 2008 Annual Appropriation Ordinance transferring specific responsibilities from the Mayor's Office of Special Events to the Office of the Mayor, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 2008 Annual Appropriation Ordinance is hereby amended as shown on the attached pages entitled "Amendment To 2008 Annual Appropriation Ordinance".

SECTION 2. Following due passage and approval, the ordinance shall be in full force and effect on January 1, 2008.

Amendment to 2008 Annual Appropriation Ordinance referred to in this ordinance reads as follows:

Amendment To 2008 Annual Appropriation Ordinance.

355 -- Municipal Hotel Operators' Occupation Tax Fund

Code	Department And Item	Strike		Add	
		Number	Amount	Number	Amount

01 -- Office Of the Mayor

.9124	For The Sister Cities Program				\$587,381

Office Of International Relations
-- 3040

9639	Assistant to Mayor			1	85,644
9639	Assistant to Mayor			1	81,492
9639	Assistant to Mayor			1	126,384
9637	Administrative Assistant			1	56,220

17164

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12/12/2007

Code	Department And Item	Strike Number	Strike Amount	Add Number	Add Amount
9637	Administrative Assistant			1	\$65,268
9637	Administrative Assistant			1	70,896
24 --	Mayor's Office Of Special Events				
.9124	For The Sister Cities Program				
Office Of International Relations -- 3040					
9684	Deputy Director	1	\$126,384		
9684	Deputy Director	1	81,492		
1772	International Program Coordinator II	1	65,268		
0787	Protocol Coordinator	1	56,220		
0313	Assistant Commissioner	1	85,644		
0311	Project Administrator	1	70,896		

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2007
WITHIN CITY COUNCIL COMMITTEE ON ECONOMIC,
CAPITAL AND TECHNOLOGY DEVELOPMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 12, 2007.

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 Economic, Capital and Technology Development, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 2007. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2007 payable from such appropriations.

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personnel Services	100	15-2255	0000	\$2,000

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2255	0700	\$2,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council, Committee on Economic, Capital and Technology Development during the year 2007.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLES 2, 11, 13 AND 15 OF MUNICIPAL
CODE OF CHICAGO BY MODIFICATION OF CERTAIN
PERMIT FEE RELATED PROVISIONS.

The Committee on Buildings submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance, as amended, referring to permit fees (Chapter 13-32 which was referred on October 31, 2007) begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

This ordinance shall take full force and effect on June 1, 2008.

Respectfully submitted,

(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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 2-22-040 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

2-22-040 Commissioner of buildings--Powers and duties.

The duties of the commissioner of buildings shall be:

* * * * *

*(Subsections (1) through (3)(h) are not affected by this ordinance,
and are not shown here for editorial convenience)*

* * * * *

(i) reviewing the permit fees set forth in Chapter 13-32 at least once every three years, as measured from January 1, 2009.

4. to establish any other necessary rules and regulations as may be required by this code in furtherance of the powers and duties prescribed therein;

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 2. Section 11-4-130 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

11-4-130 Permit fees Fees.

(a) ~~The Fees for the inspection of fee to review plans and issuance of to issue permits for the installation, erection, construction, reconstruction, alteration of, or addition to any facility required to obtain a permit for operation under this chapter shall be as follows of any equipment, device, vessel or area within a facility, as described in items (i) through (x) of this subsection, shall be as set forth in section 13-32-310:~~

(i) Fuel-burning Equipment (including, but not limited to, boilers, furnaces, ovens and crucibles);

- (ii) Industrial Process Equipment (including, but not limited to, tanks, kettles, converters, kilns, crucibles, stills, dryers, roasters, crushers, grinders, blenders, mixers, reactors, regenerators, separators, filters, columns, classifiers, screens, quenchers, cookers, towers, washers, scrubbers, mills and condensers);
- (iii) Pollution Control Devices (including, but not limited to, bag houses, cyclones, electrostatic precipitators, thermal oxidizers, afterburners, absorbers, filters, dry collectors and wet collectors);
- (iv) Unfired Pressure Vessels (including, but not limited to, jacketed kettles, tanks under pressure and indirect fired vessels);
- (v) Motor Vehicle Repair Shops (including, but not limited to, paint spray booths, prep areas and mixing areas);
- (vi) Dry Cleaning Facilities (including, but not limited to, dry cleaning machines and boilers);
- (vii) Incinerators (including, but not limited to, pathological waste-, thermal- and catalytic-incinerators);
- (viii) Food Preparation Units (including, but not limited to, kitchen hoods);
- (ix) Process Areas (including, but not limited to, areas used for grinding, sawing, cutting, packaging, assembling, machining, blending and mixing); and
- (x) Generators (including, but not limited to, emergency generators and standby or discretionary generators.

Filing fee for the evaluation of
plans of steam boilers, unfired-
pressure vessels, fuel or refuse-
burning equipment, compactors,
combustion or process equipment
or devices or installation of
apparatus or devices for the
prevention or arresting of the
discharge of smoke, particulate,
liquid gaseous or other matter

..... \$20.00

Permits for the installation,
erection, construction,
reconstruction, alteration of, or
addition to any boiler, fuel-
burning combustion or process
equipment or device, dustloading
device or chimney:

Boilers, fuel-burning equipment

~~used for space heating, steam and
hot water generation for each unit:~~

~~Of a capacity of less than 288,000 BTU/hr. net output rating of boiler or furnace~~	~~40.00~~
~~Of a capacity of 288,000 BTU/ hr. and less than 960,000 BTU/ hr. net output rating of boiler or furnace~~	~~50.00~~
~~Of a capacity of 960,000 BTU/ hr. and less than 2,880,000 BTU/hr. net output rating of boiler or furnace~~	~~60.00~~
~~Of a capacity of 2,880,000 BTU/hr. or more net output rating of boiler or furnace~~	~~\$150.00~~

~~Refuse-burning equipment, for each unit:~~

~~With less than five square feet of grate area~~	~~20.00~~
~~With five square feet and less than 10 square feet of grate area~~	~~40.00~~
~~With 10 square feet and less than 15 square feet of grate area~~	~~40.00~~
~~With 15 square feet and less than 20 square feet of grate area~~	~~60.00~~
~~With 20 or more square feet of grate area~~	~~70.00~~

~~Per one unit operation of one unit
process creating atmospheric pollution
or any device controlling
atmospheric pollution or any compactor~~

~~\$40.00~~

(b) The fee to obtain a certificate of operation for a stationary emission source, or to sandblast, grind or chemically wash any building, structure, statue or other architectural surface, or to operate a sanitary landfill, or resource recovery facility, or solid waste incinerator, or liquid waste handling facility or transfer station shall be as follows:

* * * * *

(The subsections of this ordinance relative to the following fees are not affected by this ordinance and are not shown here for editorial convenience: "Certificate of operation fee," "Sandblasting, grinding or chemical washing," "Sanitary landfill," and "Resource recovery facility or solid waste incinerator")

* * * * *

~~Unfired pressure vessels:~~

~~For each unfired pressure
vessel~~

..... \$27.00

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 3. Section 11-4-160 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 4. Section 11-4-180 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 5. Section 11-4-190 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

11-4-190 Payment and disposition of fees and fines.

All fees, fines or penalties prescribed for the issuance of permits, licenses or certificates or for the inspection of ~~plans~~, premises or equipment, or for the regulation of liquid waste and construction or demolition debris, under any provision of this chapter, shall be paid to the commissioner or to the director of revenue, who shall render to the person making such payment a receipt stating the amount and purpose for which such fee or penalty has been paid.

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 6. Section 11-4-210 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 7. Section 11-4-220 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 8. Section 11-4-940 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 9. Section 11-4-980 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 10. Section 11-12-280 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through, as follows:

11-12-280 Additional charges.

In addition to other rates and charges assessed against any building, structure or premises, the supply to which is not controlled by meter, annual rates, or rates for other periods where so specified, charges shall be assessed where fixtures, devices or occupancies are found, as follows:

* * * * *

*(The omitted text is not affected by this ordinance,
and is not shown here for editorial convenience)*

* * * * *

~~For building construction:~~

At the following rate as of January 1st of the year indicated; provided, however, that no charge shall be less than the indicated minimum:

	2003	2004	2005
For every 1,000 cubic feet or fraction thereof	\$1.60	\$1.65	\$1.70
Minimum rate	14.90	15.35	15.81

For alterations, repairs or reconstruction of buildings:

An amount equal to 25 percent of the amount charged for a building permit issued pursuant to Chapter 13-32 of this code.

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 11. Section 11-12-290 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

Temporary use of water.

When water is used for temporary purposes, or for purposes not herein otherwise specified, the quantity of water so used, or to be used, shall be estimated by the commissioner and shall be charged for at the following rate per 100 gallons as of January 1st of the year indicated:

2003	2004	2005
\$0.37	\$0.38	\$0.39

The amount to be charged for the use of water for such temporary or other purposes, when the quantity of water used or to be used shall have been estimated by the commissioner, shall be paid in advance to the department of water by the person desiring to use such water at the rates herein fixed for such use. Provided, however, that this section shall not apply to water used to perform work in connection with the issuance of a building permit.

SECTION 12. Section 11-12-300 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

11-12-300 Water used in improvements.

Persons requiring water from the city for use in puddling trenches, ditches, or for other purposes incident to public or private work or improvement or otherwise (except for cement sidewalks and work done under special assessment proceedings), shall make application to the commissioner for permission to use water for such purposes, stating in such application the name of the applicant, and if such applicant be a person, his place of business and residence, and if a corporation, the name and residence of its principal officers, together with its place of business. Such application shall also set forth the particular use or uses to which the water so desired is to be put, and if it shall appear to said commissioner that the use of water as desired is necessary and will not create a shortage so as to deprive regular consumers of water of the usual supply of water, said commissioner shall issue a permit in writing authorizing the use of water by such applicant upon such conditions and under such restrictions as said commissioner shall impose; such restrictions and conditions to be fixed according to the circumstances existing in each case. The supply of water to be used by any such applicant shall be paid for, ~~except as otherwise provided in this Code for the construction of new buildings,~~ in accordance with the rates prescribed in Section 11-12-290 to be charged for water used for temporary purposes, and the commissioner shall be the judge of the amount of water used and his estimate of such amount shall be final.

SECTION 13. Section 13-12-360 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-12-360 Permits required.

No electrical equipment shall be installed or altered except upon a permit first issued by the department of buildings authorizing the installation, alteration or repair of electrical equipment.

(a) ~~Where~~ If an electrical installation ~~has been is~~ started commenced prior to the issuance of a permit for such work, the permit ~~inspection fee;~~ for such work shall be twice the amount of the normal regular permit inspection fee prescribed set forth in this article Section 13-32-310(b) but no permit inspection fee shall exceed the normal permit fee for such work, plus \$250.00.

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 14. Section 13-12-370 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-12-370 Permits-Issuance conditions.

The building commissioner shall issue permits for such the installation and alteration of electrical equipment in all cases where an application for such permit ~~shall be~~ has been made in accordance with the rules and regulations applicable thereto; ~~provided~~ Provided, however, that no permit shall be issued for installing or altering by contract, electrical equipment, unless (1) the person applying for such permit is registered as an electrical contractor as required in by Section 13-12-230 of this article; and further provided, that (2) the inspection permit fee as provided for in this article set forth in Section 13-32-310 shall have been is paid in advance upon filing the application before such permit is issued.

SECTION 15. Section 13-12-710 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-12-710 Inspection.

All commercial electric lamp posts installed on public property shall be inspected by the building department after installation, and thereafter annually, with regard to its mechanical and electrical safety, ~~and when said~~ The fee for the initial installation and inspection of a commercial electric lamp post shall be as set forth in section 13-32-310. The fee for the annual inspection of a commercial electric lamp post shall be as set forth in Chapter 13-20. If, following an inspection, a commercial electric lamp post is found to be in compliance with the electrical regulations of this chapter and Chapter 18-27, and upon payment of the compensation and inspection applicable fee as provided for in Chapter 13-20, the building department shall issue a receipt acknowledging payment of the applicable fee to the person owning or operating said post or posts; a receipted bill, which Such receipt shall authorize the maintenance of such post or posts for the period of time stated in such receipt.

SECTION 16. Section 13-12-840 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-12-840 Inspection and fees.

All apparatus installed under authority of a permit issued in accordance with this part of this article dealing with poles, wires and conductors shall be inspected by the building

department and department of transportation. The fee for the initial installation and inspection of poles, wires and conductors shall be as set forth section 13-32-310. The fee for any inspection other than the initial ~~such~~ inspection shall be ~~in conformity with~~ as set forth in Chapter 13-20.

Said fees shall be paid to the director of revenue before the commissioners of streets and sanitation; and the commissioner of transportation countersign any such permit.

SECTION 17. Section 13-20-016 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

13-20-016 Emergency and specially requested inspection fees.

Whenever the department of buildings conducts an emergency inspection because of concerns regarding the health and safety of the public or conducts a special inspection at the request of an (1) owner, (2) agent, (3) general contractor or subcontractor identified on a permit application, or (4) other person in possession and control of that which is to be inspected, the building commissioner is authorized to assess a fee for such inspection based on the costs to the department for such inspection, including actual and related costs incurred. In the case of specially requested inspections, the person making the request shall be informed at the time of the request that an additional fee will be assessed prior to the performance of the inspection and shall agree to pay such fee.

SECTION 18. Section 13-20-140 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

13-20-140 Elevators, escalators and movable platforms--Inspection fee.

The fee for an annual or other periodic inspection under Section 13-20-100 of an elevator or manlift, moveable stage or orchestra floor or platform lift, or escalator shall be:

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 19. Section 13-20-360 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 20. Section 13-20-370 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 21. Section 13-20-380 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 22. Section 13-20-390 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 23. Section 13-20-400 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 24. Section 13-20-410 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 25. Section 13-20-420 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-420 Extra inspections.

~~Where extra inspections are made because of inaccurate or incorrect information, failure to make necessary repairs or faulty construction, a charge~~ Except as otherwise provided in this code, a fee of \$30.00 \$75.00 per hour or fraction thereof of an hour shall be made assessed, per inspector, for each such inspection (1) any inspection of electrical work unrelated to the issuance of a permit under Chapter 13-32; or (2) any inspection of electrical work related to the issuance of a permit under Chapter 13-32, if an extra inspection of such electrical work is: (i) specially requested by any owner, general contractor or subcontractor identified on the permit application; or (ii) required due to inaccurate or incorrect information on the permit application, or faulty construction or installation, or the failure to make necessary repairs. Provided, however, that a minimum inspection fee of \$75.00 shall be required.

SECTION 26. Section 13-20-430 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 27. Section 13-20-440 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 28. Section 13-20-450 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 29. Section 13-20-460 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-460 Overtime inspections.

~~The fees for inspection of the electrical work which, by their~~ If, due to the nature of the electrical work being done, such electrical work must be inspected during other than normal working hours ~~or, if an inspection of electrical work is specially requested by an owner, general contractor or electrical contractor to be conducted during other than normal working hours, the fee to inspect such electrical work shall be double the fees described in Article XII of this chapter regular inspection fee required under section 13-20-420. (Note: Other~~ For purposes of this section, the term "other than normal working hours" shall include mean all Saturdays, Sundays, and posted holidays, and all weekdays between the hours of 12:00 a.m. and 8:00 a.m. and 4:30 p.m. and 12:00 a.m.)

SECTION 30. Section 13-20-470 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 31. Section 13-20-480 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 32. Section 13-20-540 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-540 Permit inspection fees.

The permit fee for the original inspection of the signs described in Section 13-20-530 shall be as set forth in Section 13-32-310. The inspection fee ~~to be charged~~ for the subsequent inspection of the signs described in Section 13-20-530 shall be as follows:

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial reasons)*

SECTION 33. Section 13-20-630 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 34. Section 13-20-800 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-800 Fees ~~or~~ for annual inspections.

The fees for the annual inspections of refrigerating systems shall be as follows:

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 35. Section 13-32-020 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-32-020 Exceptions—Minor repairs.

(a) ~~A~~ If an existing residential building (1) contains three or fewer dwelling units, and (2) does not exceed three stories in height, and (3) is not a mixed occupancy building, a permit shall not be required for any work involving minor repairs to such building, including, but not

limited to, the replacement in-kind of windows, doors, shingle roofing on 5-in-12 slopes or steeper, and siding, hot water heaters, furnaces, air conditioning condensers and boilers. of residential buildings that do not have more than four units and do not exceed three stories, as may be necessary to maintain existing parts of buildings, but such Provided, however, that this section shall not apply, and a permit shall be required, if the work being done on such an existing residential building involves changes in the materials of roofs, windows or exterior walls visible from a public street of properties designated as Chicago Landmarks in accordance with the applicable provisions of Chapter 2-120 of this code. For purposes of this subsection, the term "replacement in-kind" means the replacement of existing materials, objects or elements using new materials, objects or elements of the same type, size and shape, without reconfiguring the space.

(b) A permit shall not be required for work in any building, regardless of the building's occupancy, if the work consists of the repair or replacement of (1) interior non-fire-rated doors; (2) interior non-fire-rated ceiling tiles only (alteration of the supports or grid requires a permit); (3) floor finishes, such as carpeting, hardwood or tiles; (4) wall finishes, such as paint, wallpaper or tile; (5) cabinetry or furniture without plumbing or electrical connections; (6) portable appliances; (7) at-grade noncombustible patios or walkways; (8) landscaping; and (9) any other repairs deemed to be minor repairs by the building commissioner in duly promulgated rules. Provided, however, that no work or operations operation shall not be deemed by the building commissioner to consist of minor repairs to a building, if the work or operation (i) involves sandblasting;; or (ii) involves the replacement or repair of any structural load-bearing members;; nor or (iii) reduces the means of exit;; or (iv) affects the light, or ventilation, room size, requirements, or sanitary or fire-resistive requirements of the building or any portion thereof;; or (v) involves the use of materials not permitted by the building and environmental control provisions of this code;; or (vi) involves changes in the materials of roofs, windows and or exterior walls visible from a public street of properties designated as Chicago Landmarks in accordance with the applicable provisions of Chapter 2-120 of this code, nor increase or (vii) changes the height, area, or capacity of the building. For purposes of this section, "replacement in kind" means replacement of the same type, size and materials.

SECTION 36. Section 13-32-070 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 37. Section 13-32-110 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-32-110 Termination of permits--Extensions.

If, after a building permit or other required permit shall have been granted, the operations called for by such permit shall not be begun within six months after the date thereof, such permit shall be void and no operations thereunder shall be begun or completed until an extended permit shall be taken out by the owner or his agent, and a fee of 25 percent of the original cost of permit shall be charged for such extended permit; provided, however, that in no case shall a permit be issued or renewed for a fee less than ~~\$2.00~~ \$50.00.

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*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 38. Section 13-32-210 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-32-210 Moving buildings.

No person shall be permitted to move any building which has been damaged to an extent greater than 50 percent of its value by fire, decay, or otherwise; nor shall it be permissible to move any frame or unprotected noncombustible building of such character as is prohibited to be constructed within the fire limits to any point within the fire limits; nor shall it be permissible to move any building to a location at which the uses for which such building is designed are prohibited by this code. ~~Permits for the moving of frame buildings, other than those the moving of which is herein prohibited, shall be~~ The permit fee to move any building shall be as set forth in Section 13-32-310. Such permits shall be granted upon the payment of a fee of \$.10 for each 1,000 cubic feet of volume, or fractional part thereof of such building, and (1) upon securing and filing the written consent of two-thirds of the property owners according to frontage on both sides of the street in the block in which such building is to be moved; and (2) if all of the requirements of this code applicable to the moving of buildings are met, including, but not limited to, the requirements of sections 13-32-210, 13-40-110 and 13-116-110.

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 39. Section 13-32-300 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-32-300 Payment to director of revenue--When.

(a) Fees for the issuance of permits and associated inspections as required by this chapter for new buildings, alterations and other structures and fees for the review of building plans for compliance with accessibility codes by the mayor's office for people with disabilities shall be payable to the director of revenue when such permits are issued, ~~with the exception of fees for permits issued under subsections (b) and (c) of Section 13-32-310. Fees for permits under those subsections~~ Provided, however, that fees under subsection (a) of section 13-32-310, which shall be payable as follows: 50 percent at the time of filing plans for review, to defray the cost of reviewing the plans, and not refundable; and the remainder upon issuance of the requested permits. Except as otherwise provided in section 13-32-301, no building permit shall be issued by the building commissioner, unless the department of buildings determines that the following fees have been paid to the department of revenue: (1) all applicable permit fees required under this chapter; (2) all applicable zoning fees; and (3) the open space impact fee, if applicable

* * * * *

*(The remainder of this section is not affected by this ordinance,
and is not shown here for editorial convenience)*

SECTION 40. Chapter 13-32 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-32-301, as follows:

13-32-301 Permit fee waiver--When.

(a) Except as otherwise provided in subsections (b), (c) and (d) of this section, the building commissioner shall not waive for any person any permit fee required under this chapter or any associated fee for any project identified in a building permit application, unless the city council authorizes such a fee waiver pursuant to a duly-enacted ordinance.

(b) If the applicant for a permit is a natural person 65 years of age or older, the building commissioner shall waive the permit fee(s) required under this chapter and any associated fee for the project identified in the permit application, if all of the following additional requirements are met: (1) the permit being sought is for alterations, repairs or replacements to a dwelling unit(s) located in an existing building comprising three dwelling units or less; and (2) the permit applicant owns and has owned for a period of not less than ten years the building identified in the permit application; and (3) the permit applicant occupies and has occupied for a period of not less than ten years one of the dwelling units located in the building identified in the permit application; and (4) the permit applicant's household income does not exceed 80 percent of the

Chicago area median family income as calculated by the U.S. Department of Housing and Urban Development.

(c) If the project identified in a building permit application has been certified by the City of Chicago's department of buildings as qualifying for the Chicago Green Permit Program and the permit being sought is for new construction or for alterations, additions, renovations or repairs to an existing building, the building commissioner shall waive for such project the permit fee(s) required under this chapter and any applicable associated fee, up to a maximum of \$25,000, as follows: For permit and associated fees of \$5000 or less, the entire permit fee shall be waived. For permit and associated fees over \$5000, one-half ($\frac{1}{2}$) of the fee shall be waived up to the maximum waiver of \$25,000. If multiple permits under this chapter are issued for such project, the maximum waiver of \$25,000 authorized by this subsection shall apply to the aggregate total of all permit fees and associated fees assessed for such project, and not to each individual permit or associated fee.

(d) If the project identified in a building permit application includes the construction or initial installation of a permanently applied vegetated roof system, the permit fee for the project shall be reduced in the amount of \$.05 per square foot of vegetated area. This permit fee reduction shall not be used in conjunction with the permit fee waiver provided for in subsection (b) of this section.

(e) For purposes of this section, the term "associated fee" means any fee required for: (1) appearances before the Building Board of Appeals and the Committee on Standards and Tests; (2) preliminary plan review by the mayor's office for people with disabilities; (3) plan review by the office of underground coordination; (4) driveway permits; (5) permit fees under section 15-16-190 for the installation or alteration of a sprinkler system; (6) permit fees under section 15-16-740 for the installation or alteration of an inside standpipe system; and (6) all applicable flat fees identified in subsection (b) of section 13-32-310.

SECTION 41. Chapter 13-32 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-32-302, as follows:

13-32-302 Additional fees for costs not included in calculation of permit fee.

(a) The cost-related fees identified in items (1) through (12) of this subsection have not been calculated into the permit fee(s) required under this chapter. If a cost incurred by any city department in connection with the issuance of a permit under this chapter has not been calculated into the permit fee required under this chapter, a fee in addition to such permit fee may be assessed, if applicable. Such fees which shall be assessed in addition to the permit fees required under this chapter include, but are not limited to, the following: (1) zoning fees; (2) landmarking fees; (3) open space impact fees; (4) planned development fees; (5) fees under section 2-102-080 for an official house number certificate; (6) fees under section 13-32-300(c) for the preliminary review of plans on a voluntary basis for compliance with Chapter 18-11 of this code; (7) fees for appearances before the Building Board of Appeals and Committee on

Standards and Tests; (8) fees for work of any type on or under the public way, including, but not limited to, driveway permit fees, water and sewer connection fees, and scaffolding, barricading and street-closure fees; (9) plan review fees unrelated to the issuance of a permit under this chapter; (10) inspection fees unrelated to the issuance of a permit under this chapter, such as annual, semi-annual or periodic inspection fees; (11) reinspection fees unrelated to the issuance of a permit under this chapter; and (12) reinspection fees related to the issuance of a permit under this chapter, if the reinspection fee is assessed for any of the following reasons: (i) a scheduled inspection did not take place because of the absence of, or other action or inaction by, the building's owner, agent, lessee or operator; or (ii) an extra inspection of electrical work is required under Section 13-20-420; or (iii) an emergency or specially-requested inspection is conducted under Section 13-20-016.

(b) If a permit is sought to install any equipment regulated by the department of the environment, the applicable minimum flat fee set forth in subsection (b) of section 13-32-310 shall be assessed for each piece of equipment so installed, unless all of the following requirements are met: (1) the permit fee for the work being done on any building, facility or other area where such equipment will be located is required to be calculated under subsection (a) of section 13-32-310; and (2) the piece of equipment to be installed in such building, facility or other area is clearly indicated on the drawings or plans accompanying the building permit application; and (3) any permit application or other form required by the department of the environment to install such piece of equipment is attached to the building permit application; and (4) the department of the environment reviews and approves any required drawings or plans for the installation of the piece(s) of equipment to be installed. If all of the requirements of this subsection are met, the permit fee assessed under subsection (a) of section 13-32-310 shall include the minimum flat fee that would otherwise apply to install such piece(s) of equipment. If all of the requirements of this subsection are not met, a separate permit application shall be required for the equipment and the minimum flat fee set forth in subsection (b) of Section 13-32-310 shall be assessed, as applicable, to install such piece(s) of equipment. For purposes of this subsection, "equipment regulated by the department of the environment" shall have the meaning ascribed to the term in section 13-32-310.

(c) No city department shall assess any fee in addition to the permit fee(s) required under this chapter, if the fee being assessed by such city department has already been calculated into the permit fee(s) required under this chapter.

SECTION 42. Section 13-32-305 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 43. Section 13-32-310 of the Municipal Code of the City of Chicago is hereby repealed in its entirety and replaced by a new Section 13-32-310, as follows:

13-32-310 Permit fees—Computation.

(a) Permits requiring plans—Calculation of fee. If building plans or drawings meeting the requirements of Chapter 13-40 are required under this code in order for a permit to be issued, the permit fee shall be calculated using the following formula:

$$\text{Construction factor} \times \text{Scope of review factor} \times \text{Area of work} = \text{Permit fee.}$$

Provided, however, that if the permit fee calculated under this subsection is less than the minimum permit fee indicated in Table 13-32-310(C) or (D), the minimum permit fee indicated in Table 13-32-310(C) or (D), as applicable, shall be assessed. Provided, further, that if the work identified in the permit application (i) also requires a flat fee under subsection (b) of this section, and (ii) any column in Table 13-32-310(E) contains the notation “(2)” or “(3)”, the applicable flat fee shall be assessed in addition to the permit fee required under this subsection. If more than one minimum flat fee applies to the project identified in the permit application, the greater minimum flat fee shall be assessed. Provided, however, if any applicable column in Table 13-32-310(E) contains the notation “(3)”, all applicable minimum flat fees shall be assessed separately.

For purposes of this subsection (a):

The “construction factor” shall be determined using Table 13-32-310 (A) or (B), as applicable.

The “scope of review factor” shall be determined using Table 13-32-310 (C) or (D), as applicable.

The “area of work” shall be calculated based on the nature of the permitted work to be done, as follows:

For new construction: The “area of work” means the total square foot area of the building identified in the permit application, measured to the outside finished surface of the exterior walls. Provided, however, that if an exterior wall is a shared wall, the area of work shall extend to the middle of the shared wall.

The following spaces shall be included in the calculation of the total square foot area of a building: (1) any finished or unfinished basement area with a ceiling height of 5'-0" or more; (2) any mezzanine; (3) any penthouse; (4) any enclosed projection from a building, such as a bay, with floor area; (5) any floor area covered by a roof or upper deck, such as an open porch; and (6) any finished or unfinished area under a sloping roof with a ceiling height of 5'-0" or more, unless roof trusses prevent any usable space.

The following spaces shall not be included in the calculation of the total square foot area of a building: (1) the area under the overhanging eaves of a building; (2) balconies; and (3) the area of any deck, unless the deck is subject to the requirements of Chapter 4-388 of this code.

Construction built over an existing foundation with no remaining existing structure above grade shall be considered to be new construction. If a portion of an existing structure remains above grade, the construction shall be considered to be an alteration and/or addition.

For phased construction: The "area of work" means the scope of work proposed for completion during the specific phase of construction for which a permit is sought and shall be calculated in the same manner that the "area of work" is calculated for new construction. If the scope of work proposed for completion includes the construction of caissons, piles, grade beams, slurrywalls or a full foundation, the area of work shall be the footprint of the building under construction. If the scope of work proposed for completion includes the construction of floor areas above the foundation but below grade, the area of work shall be the total square foot area of each floor constructed within the perimeter of the foundation. For purposes of calculating the permit fee for the specific phase of construction for which a permit is sought, any area on phased construction plans submitted for "reference only" shall not be included in the area of work.

For alterations, renovations or repairs: The "area of work" means the floor area affected by the intended scope of work. The affected square foot floor area includes (1) areas of alteration or renovation within the existing volume of space; and (2) areas in which existing elements or building systems are repaired or replaced.

The following spaces shall not be included in the calculation of the area in which the permitted alteration, renovation or repair will occur: (1) the square footage of the building's envelope or perimeter walls, if no changes are made to the envelope or perimeter walls from the exterior or interior side of the building's envelope or walls; and (2) areas in which no work requiring a permit is to be performed; and (3) areas in which piping is installed for the sole purpose of providing utility services to the area of work, if installation of the piping does not alter or require the alteration of the space through which the pipe(s) pass.

If the area of alteration, renovation or repair is unclear or disputed, the demising walls of the space under the control of the permit applicant shall be considered to be the "area of work."

For additions: The "area of work" means the total square foot area of the addition identified in the permit application, measured to the outside finished surface of the exterior walls or to the middle of any shared wall.

The following spaces shall be included in the calculation of the total square foot area of an addition: (1) any finished or unfinished basement area with a ceiling height of 5'-0" or more; (2) any mezzanine; (3) any penthouse; (4) any enclosed projection from a building, such as a bay, with floor area; (5) any floor area covered by a roof or upper deck, such as an open porch; (6) any finished or unfinished area under a sloping roof with a ceiling height of 5'-0" or more, unless roof trusses prevent any usable space; and (7) any area in which other work requiring a permit will occur.

The following spaces shall not be included in the calculation of the total square foot area of an addition: (1) the area under the overhanging eaves of a building; (2) balconies; and (3) the area of any deck, unless the deck is subject to the requirements of Chapter 4-388 of this code.

For decks, porches, stairs, and balconies: The "area of work" means the total square foot area of the deck, porch, stairs or balcony, measured from the exterior walls of the building to the outside of the railing or, if a deck or stairs lacks railings, to the outside perimeter of the deck or

stairs.

For moved buildings: The "area of work" means the total square foot area of the building identified in the permit application, measured to the outside finished surface of the building's exterior walls.

The following spaces shall be included in the calculation of the total square foot area of a moved building: (1) any finished or unfinished basement area with a ceiling height of 5'-0" or more; (2) any mezzanine; (3) any penthouse; (4) any enclosed projection from a building, such as a bay, with floor area; (5) any floor area covered by a roof or upper deck, such as an open porch; and (6) any finished or unfinished area under a sloping roof with a ceiling height of 5'-0" or more, unless roof trusses prevent any usable space.

The following spaces shall not be included in the calculation of the total square foot area of a moved building: (1) the area under the overhanging eaves of a building; (2) balconies; and (3) the area of any deck, unless the deck is a rooftop deck subject to the requirements of Chapter 4-388 of this code.

For facade work: If the work to be permitted involves the entire facade of any exterior wall of a building, the "area of work" means the total square foot area of each exterior wall on which such facade work will be done, measured from the point where the building intersects the ground to the top of the parapet or to the intersection between the wall and an overhanging roof. If the work to be permitted involves only a portion of any exterior wall of a building, the "area of work" means the total square foot area of each such portion of the exterior wall on which such facade work will be done and the surrounding area that will be disturbed by such work, measured by multiplying the height of each such portion times the width of each such portion on the plane of the facade. Provided, however, that if the permitted work to be done involves facade work on 75% or more of an exterior wall of the building, such work shall be deemed to involve the entire facade of such exterior wall and shall be measured accordingly.

Definitions: As used in this section:

"Alteration" means any change to or reconfiguration of an existing space that alters the footprint, floor plan or volume of such existing space.

"Equipment regulated by the department of environment" means any equipment, device, vessel or area within a facility regulated under this code by the department of the environment of the City of Chicago including, but not limited to, any of the following:

- (i) Fuel-burning Equipment (including, but not limited to, boilers, furnaces, ovens and crucibles);
- (ii) Industrial Process Equipment (including, but not limited to, tanks, kettles, converters, kilns, crucibles, stills, dryers, roasters, crushers, grinders, blenders, mixers, reactors, regenerators, separators, filters, columns, classifiers, screens, quenchers, cookers, towers, washers, scrubbers, mills and condensers);
- (iii) Pollution Control Devices (including, but not limited to, bag houses, cyclones, electrostatic precipitators, thermal oxidizers, afterburners, absorbers, filters, dry

- collectors and wet collectors);
- (iv) Unfired Pressure Vessels (including, but not limited to, jacketed kettles, tanks under pressure and indirect fired vessels);
 - (v) Motor Vehicle Repair Shops (including, but not limited to, paint spray booths, prep areas and mixing areas);
 - (vi) Dry Cleaning Facilities (including, but not limited to, dry cleaning machines and boilers);
 - (vii) Incinerators (including, but not limited to, pathological waste-, thermal- and catalytic-incinerators);
 - (viii) Food Preparation Units (including, but not limited to, kitchen hoods); and
 - (ix) Process Areas (including, but not limited to, areas used for grinding, sawing, cutting, packaging, assembling, machining, blending and mixing);
 - (x) Generators (including, but not limited to, emergency generators and standby or discretionary generators).

“Repair” means the use of identical or similar materials to mend, fix, patch, cure, refurbish or otherwise salvage a portion of an existing object or space in order to maintain or extend the lifespan of such object or space.

“Renovation” means any change to or reconfiguration of an existing object or space other than alteration, repair or replacement.

“Replacement” means the substitution in its entirety of a new object for an existing object, under circumstances where (1) the dimensions and location of the new object are identical to or reasonably match the dimensions and location of the existing object; and (2) the design, profile, function and general appearance of the new object are identical to or reasonably match those of the existing object.

Table 13-32-310 (A)
Construction Factor for NEW CONSTRUCTION
Cost of review per square foot area of work

Occupancy Classification per section 13-56-010	Construction Classification				
	IA-IC (Non Combustible)	II (Non Combustible)	III-A (Heavy Timber)	III-B, IIIC (Ordinary Construction)	IV-A, IV-B (Protected and Non Protected Construction)
A1 Residential 1 and 2 Family, Private Garages	\$0.26	\$0.24	\$0.23	\$0.23	\$0.21
A2 Townhouse	\$0.27	\$0.24	\$0.24	\$0.21	\$0.21
A2 Multi-Family, Hotel, Assisted Living					
Low-rise – max 45 feet or 4 stories high	\$0.27	\$0.26	\$0.24	\$0.23	\$0.23
Mid-rise – over 45 feet and less than 80 feet high	\$0.30	\$0.28	\$0.24	\$0.24	NP
High-rise – 80 feet and over	\$0.32	NP	\$0.29	NP	NP
B-Hospital, Prison, Nursing Home, Supervised Environment	\$0.40	\$0.35	\$0.30	\$0.29	\$0.27

C-1/C-2						
Theater w/ Stage		\$0.42	\$0.37	\$0.36	\$0.34	\$0.34
Theater w/o Stage		\$0.39	\$0.34	\$0.31	\$0.31	NP
C-1/C-2 Community Halls, Nightclub, Restaurant, Banquet Hall, Libraries, Museums, Churches		\$0.32	\$0.31	\$0.28	\$0.27	\$0.24
C-3 Schools, Day Care Centers		\$0.34	\$0.30	\$0.29	\$0.28	\$0.25
D Open Air Assembly		\$0.33	\$0.29	\$0.28	\$0.25	\$0.24
E Business						
Low-Rise & Restaurants <100 occupants		\$0.33	\$0.29	\$0.28	\$0.25	\$0.23
Mid-Rise & High-Rise - over 45 feet high		\$0.33	NP	\$0.28	\$0.28	NP
F Mercantile		\$0.24	\$0.21	\$0.20	\$0.18	\$0.16
G-1 Low & Moderate Hazard Industrial		\$0.20	\$0.17	\$0.16	\$0.14	\$0.14
H-1 Low & Moderate Hazard Storage		\$0.19	\$0.16	\$0.15	\$0.14	\$0.11
H-3 Garages		\$0.14	\$0.12	\$0.11	\$0.10	\$0.10
I Hazardous Use Buildings		\$0.19	\$0.16	\$0.15	\$0.14	NP
J Miscellaneous Use Parking Facility, Gasoline Filling Station, Police Station, Fire Station, Porches, Decks		\$0.14	\$0.12	\$0.11	\$0.10	\$0.10

Note: Structures of mixed occupancy shall be assessed fees based on the area categorized under each occupancy. Common areas in mixed occupancy buildings shall be assessed the same as the majority occupancy.

Note: See Table 13-32-310(E) regarding additional fees assessed.

Note: "NP" means not permitted

Table 13-32-310 (B)
Construction Factor for ALTERATIONS/RENOVATIONS/REPAIRS/
ADDITIONS/MOVED BUILDINGS
Cost of review per square foot area of work

Occupancy Classification per section 13-56-010	Construction Classification				
	IA-IC (Non Combustible)	II (Non Combustible)	III-A (Heavy Timber)	III-B, IIIC (Ordinary Construction)	IV-A, IV-B (Protected and Non Protected Construction)
A1 Residential 1 and 2 Family, Private Garages	\$0.47	\$0.44	\$0.43	\$0.41	\$0.39
A2 Townhouse	\$0.50	\$0.44	\$0.44	\$0.39	\$0.39
A2 Multi-Family, Hotel, Assisted Living					
Low-rise - max 45 feet or 4 stories	\$0.50	\$0.47	\$0.44	\$0.43	\$0.41
Mid-rise - over 45 feet and less than 80 feet high	\$0.56	\$0.51	\$0.44	\$0.44	NP
High-rise - 80 feet and over	\$0.58	NP	\$0.53	NP	NP
B-Hospital, Prison, Nursing Home, Supervised Environment	\$0.72	\$0.65	\$0.56	\$0.52	\$0.49
C-1/C-2					
Theater w/ Stage	\$0.77	\$0.61	\$0.58	\$0.63	\$0.55
Theater w/o Stage	\$0.71	\$0.55	\$0.51	\$0.57	NP
C-1/C-2 Community Halls, Nightclub, Restaurant, Banquet Hall, Libraries, Museums, Churches	\$0.59	\$0.50	\$0.45	\$0.49	\$0.39

C-3 Schools, Day Care Centers	\$0.63	\$0.49	\$0.48	\$0.49	\$0.40
D Open Air Assembly	\$0.60	\$0.47	\$0.45	\$0.45	\$0.39
E Business					
Low- Rise & Restaurants <100 occupants	\$0.61	\$0.53	\$0.51	\$0.46	\$0.42
Mid-Rise & High-Rise - over 45 feet high	\$0.61	NP	\$0.51	\$0.51	NP
F Mercantile	\$0.44	\$0.38	\$0.36	\$0.33	\$0.30
G-1 Low & Moderate Hazard Industrial	\$0.36	\$0.31	\$0.30	\$0.26	\$0.26
H-1 Low & Moderate Hazard Storage	\$0.34	\$0.28	\$0.27	\$0.25	\$0.21
H-3 Garages	\$0.26	\$0.21	\$0.20	\$0.18	\$0.18
I Hazardous Use Buildings	\$0.34	\$0.29	\$0.27	\$0.25	NP
J Miscellaneous Use Parking Facility, Gasoline Filling Station, Police Station, Fire Station, Porches, Decks	\$0.26	\$0.21	\$0.20	\$0.19	\$0.19

Note: Structures of mixed occupancy shall be assessed fees based on the area categorized under each occupancy. Common areas in mixed occupancy buildings shall be assessed the same as the majority occupancy.

Note: See Table 13-32-310 (E) regarding additional fees assessed.

Note: "NP" means not permitted.

Table 13-32-310 (C)
Scope of Review Factor
NEW CONSTRUCTION

Class per 13-56-010	Occupancy	Multiplier	Description
A	Residential	0.25	Not applicable
		0.5	Detached private garages (min. fee \$300 in addition to primary residence fee)
		0.75	Residential construction without sprinklers with a maximum of 4 stories or max 3 dwelling units (min. fee \$1000)
		1.0	Residential construction with more than 4 stories; or more than 4 dwelling units; or with sprinklers installed; or mixed occupancy (min. fee of \$1500).
B	Institutional	0.25	Not applicable
		0.5	Not applicable
		0.75	Not applicable
		1.0	All new construction (min. fee \$1500)
C, D	Large and Small Assembly and Open Air Assembly	0.25	Not applicable
		0.5	Not applicable
		0.75	Not applicable

		1.0	All new construction (min. fee \$1500)
E, F	Business and Mercantile	0.25	Not applicable
		0.5	Free-standing Kiosks (min. fee \$500)
		0.75	Max. 1 story. No sprinklers. (min. fee \$1500)
		1.0	More than 1 story; or sprinklers installed; or mixed occupancy. (min. fee \$1500)
G, H, I	Industrial, Storage, and Hazardous Use	0.25	Not applicable
		0.5	Not applicable
		0.75	Max. 1 story and without sprinklers (min. fee \$1000)
		1.0	More than 1 story; or sprinklers installed; or mixed occupancy. (min. fee \$1500)
		1.25	Facilities with the installation of equipment regulated by the department of environment (min. fee \$1500)
J	Miscellaneous (See the "stand alone" fees for specific items)	0.25	Not applicable
		0.5	Trailers and tents - Temporary structures (min. fee \$125)
		0.75	Max. 1 story; including, but not limited to parking lots, transportation shelters, retaining walls (min. fee \$125)
		1.0	Any other structure including, but not limited to: station houses, utility plants, gas stations, rail stations, etc. (min. fee \$1500) platforms, kiosks, bridges, structures not listed in flat fees (min. fee \$125) mixed occupancy (min. fee based on other occupancy requirements)
Phased Construction			
NA	All Occupancies	0.25	Caissons only, or slurry wall only, or grade beams only (min. fee \$300)
		0.5	Below grade construction (foundation, including below-grade floors) (min. fee \$1500)
		0.75	Structural and Skin (superstructure), or Core and Shell, or Full Building as part of phased construction (min. fee \$1500)
		1.0	Full building with only Foundation as a separate phase, with or without first tenant buildout (min. fee \$1500)

Note: Correction of violations or work without permits on new construction shall be assessed a Scope of Review factor of 1.0 (Fines in section 13-32-035 are in addition to these permit fees).

Note: If more than one scope of review factor applies, the higher multiplier shall govern.

Table 13-32-310 (D)
Scope of Review Factor
REPAIRS, RENOVATIONS, ALTERATIONS, AND ADDITIONS

Class per 13-56-010	Occupancy	Multiplier	Description
A	Residential	0.25	Repair/replacement of porches and decks (no change of configuration)(min. fee \$125)
			Installation/repair/replacement of balconies (min. fee \$125)
			Removal of non-load-bearing walls (min. fee \$125)
			Renovation of existing spaces (any number of dwelling units)(min. fee \$300)
			Roof repair/replacement with structural member replacement (min. fee \$300)
			Single discipline MEP work without alteration (min. fee \$300)
			Structural repairs as entire scope of work - 3 or less dwelling units (min. fee \$300)
		0.5	Alterations for buildings with 3 units or less, no mixed occupancy (min. fee \$300)
			Alterations to 1 unit in larger buildings. (min. fee \$300).
			Repair or replacement or renovation of more than one MEP system without alterations (min. fee \$300)
			Porch, deck or green roof alterations or installation (min. fee \$125)
			Balcony installation or repairs or alterations or replacement (min. fee \$300)
			Structural repairs as entire scope of work - 4 or more dwelling units (min. fee \$750)
			No expansion of sprinkler piping. No change to demising walls
		0.75	Additions in buildings with 3 dwelling units or less (min. fee \$300)
			Alterations to max 29 units in buildings with 4 or more units (min. fee \$125 per unit)
			Moving buildings (min. fee \$750)
			No mixed occupancy in scope. No altering or adding unit demising walls. No expansion of sprinkler piping.
		1.0	Additions to buildings with 4 or more dwelling units (min. fee \$1000).
			Alterations between mixed occupancies (min. fee \$1000).
			Alterations for 30 units or more (min. fee \$125 per unit).
			Increase or decrease in the number of dwelling units (min. fee \$750)
			Expansion of sprinkler piping for any building (min. fee \$750)

B	Institutional	0.25	Not applicable
		0.5	Repairs or replacement or renovations (min. fee \$300)
			Porch, deck, stairs, balconies, or green roof alterations or installation (min. fee \$125)
		0.75	Alterations without expansion of sprinkler piping (min. fee \$750).
			Repair or replacement of single MEP system (min. fee \$300)
			No mixed occupancy. No alterations or creation of machine rooms.
		1.0	Alterations with expansion of sprinkler piping, (min. fee \$1500)
			Any work requiring alterations to machine rooms (min. fee \$1000)
			Repair or replacement of more than one MEP system (min. fee \$750)
			Additions (min. fee \$1500)
			Any work with mixed occupancy (min. fee \$1000)
C, D	Large and Small Assembly and Open Air Assembly	0.25	Removal of non-load-bearing walls (min. fee \$125)
			Roof repairs/replacement with structural member replacement (min. fee \$300)
			Repair or replacement or renovation of single discipline MEP system, no alteration (min. fee \$300)
			No structural work. No expansion of sprinkler piping. No mixed occupancy.
		0.5	Repair or replacement or renovation of more than one MEP system (min. fee \$750)
			Porch, deck, stair or green roof alterations or installation (min. fee \$125)
			Balcony installation or repairs or alterations (min. fee \$300)
			No structural work. No expansion of sprinkler piping. No mixed occupancy. No alterations.
		0.75	Alterations to small assembly (min. fee \$750)
			School alterations (min. fee \$300)
			Alterations to small assembly existing restaurants. No expansion (min. fee \$750)
			No structural work. No expansion of sprinkler piping. No changes to mixed occupancy separations.
		1.0	Alterations to large assembly or open air assembly (min. fee \$300).
			Alterations to occupancy separations (min. fee \$300)
			Additions or expansion of assembly area (min. fee \$750)
			Expansion of restaurants or alterations to large assembly restaurants (min. fee \$750)
			Installation of new restaurants (min. fee \$1500)

			All structural work (min. fee \$750)
			Work in Wrigleyville Rooftop Clubs (min. fee for renovation \$300, min. fee for alterations \$750, min. fee for expansion/additions \$1500)
E, F	Business and Mercantile	0.25	Removal of non-load-bearing walls (min. fee \$125)
			Roof repairs/replacement with structural member replacement (min. fee \$300)
			Repair or replacement or renovation of single discipline MEP, no alteration (min. fee \$300)
			No structural work. No expansion of sprinkler piping. No mixed occupancy.
		0.5	Sales centers or model units (min. fee \$300)
			Alterations of one tenant space on one floor including existing technology centers (min. fee \$300)
			First time tenant buildout except for technology centers (min. fee \$300)
			Renovations or alterations of common spaces on one floor (min. fee \$300)
			Repair or replacement of more than one MEP system without alteration (min. fee \$300)
			Porch, deck, stairs, or green roof alterations or installation (min. fee \$125)
			Balcony installation or repairs or alterations (min. fee \$300)
			Structural repairs as entire scope of work (min. fee \$750)
			No changes to mixed occupancy separations. No new or changed tenant demising walls. No expansion of tenant space.
		0.75	Alterations to multiple tenant spaces or multiple floors (min. fee \$750)
			Alterations to common spaces on multiple floors (min. fee \$300)
			Alterations to existing restaurants or facilities requiring public health inspections. No expansion (min. fee \$300)
			Alterations or creation of demising walls (min. fee \$750)
			No expansion of sprinkler piping. No alteration to mixed occupancy separations.
		1.0	Alterations requiring expansion of sprinkler piping (min. fee \$750)
			New restaurants or facilities requiring inspections by public health (min. fee \$750)
			First time technology center build-out (min. fee \$1000)
			Alterations including changes to mixed occupancy separations or to fire separations (min. fee \$1500)
			All additions (min. fee \$750)

G, H, I	Industrial, Storage, and Hazardous Use	0.25	Removal of non-load-bearing walls (min. fee \$125)
			Roof repairs/replacement with structural member replacement (min. fee \$300)
			Repair or replacement or renovation of single discipline MEP system, no alteration (min. fee \$300)
			No structural work. No expansion of sprinkler piping. No mixed occupancy. No installation of equipment regulated by the department of environment.
		0.5	Renovation work (min. fee \$300)
			Repair or replacement of more than one MEP system without alteration (min. fee \$750)
			Installation or alteration of a green roof (min. fee \$125)
			No structural work. No expansion of sprinkler piping. No mixed occupancy. No installation of equipment regulated by the department of environment.
		0.75	Alterations for max one story without expansion of sprinkler piping (min. fee \$300)
			Alterations with structural work (min. fee \$750)
			No installation of equipment regulated by the department of environment.
		1.0	Alterations to buildings over one story (min. fee \$750)
			Additions (min. fee \$1000)
			Alterations to the mixed occupancy separations or fire separations or with expansion of sprinkler piping, (min. fee \$1500)
		1.25	Facilities including the installation of equipment regulated by the department of the environment (min fee \$1000)
		J	Miscellaneous (See the "stand alone" fees for specific items
0.5	Not applicable		
0.75	Alterations to structures that fall under this category for new construction (min. fee \$125)		
1.0	Alterations to structures that fall under this category and additions for any "J" occupancy (min. fee \$300)		
Phased Construction			
All Occupancies	any	Not applicable	
Facade work			
All occupancies	0.05	Tuckpointing (min. fee \$125)	
	0.10	Window walls and curtain wall repair or replacement (min. fee \$300)	
	0.5	Lintel repair - based on contributing area supported by the lintel (min. fee \$125)	
		Concrete repairs - based on the area of the repairs (min. fee \$300)	

	1.0	Parapet rebuilding - based on the height and length of the parapet area of work (min. fee \$125)
		Fascia repair or replacement - based on the height and length of the fascia within the scope of work (min. fee \$125)
		Decorative facade elements, such as terra cotta, sheet metal or modern equivalents - based on the height and length of the area within the scope of work (min. fee \$125)
Other		
All occupancies	0.25	Not applicable
	0.5	Wrecking (min. fee \$300)
	0.75	Change of occupancy without an increase in the hazard index number (min. fee \$1000)
	1.0	Change of occupancy with an increase in hazard index number (min. fee \$1500)

Note: "MEP" means mechanical, electrical and plumbing.

Note: Correction of violations or stop order work or work without permits shall be assessed a Scope of Review factor of 1.0. (Fines in section 13-32-035 are in addition to these permit fees).

Note: If more than one scope of review factor applies, the higher multiplier shall govern.

(b) Stand-alone permits – Flat fee. Fees for the stand-alone permit types identified in Table 13-32-310(E) shall be assessed in the amount set forth in Table 13-32-310(E), as follows:

Table 13-32-310 (E)
Flat Fees

Type	Description	Drawings required	Zoning Fee	Fee
Minor repairs	Repairs/replacement in-kind of minor scopes of work	no	no	\$125
Administrative	For permits addressing administrative issues only, such as changes of owner or contractors, uncollected fees, permit time frame extensions, or permit reinstatements. Provided, however, that this permit fee shall be in addition to any fines or other fees associated with the administrative request. (See section 13-32-120 regarding stop work orders and section 13-32-290 regarding reinstatement fees)	no	no	\$50
Fences and trash enclosures (3)	Installation of all fences and trash enclosures, all occupancies, any length, any material (fee per each)	(1)	yes	\$100
Roofs	Repair/replacement/recovering of roof without tear-off	no	no	\$125
	Repair/replacement/recovering of roof with tear-off, without structural work	no	no	\$300

	Rooftop structures - tanks, chimneys, supports - installation, alteration or repair	(1)	yes	\$125
Fire (2)	Fire escapes erection, alterations, or repairs on max. 4 story buildings	(1)	yes	\$100
	Fire escapes erection, alterations, or repairs on buildings up to 80'-0"	(1)	yes	\$300
	Fire escapes erection, alterations, or repairs on buildings over 80'-0"	(1)	yes	\$600
	Fire detection systems, voice command systems, fire command panel system, exit signs, or alarm system review in buildings a max. of 4 stories for installation or renovation within existing buildings	yes	no	\$100
	Fire detection systems, voice command systems, fire command panel system, exit signs, or alarm system review in buildings over 4 stories for installation or renovation within existing buildings	yes	no	\$500
Plumbing	Repair/replacement of hot water heater or plumbing fixtures per single dwelling unit or tenant space	no	no	\$50
	Repair/replacement of plumbing piping all occupancies per single dwelling unit or tenant space	(1)(4)	no	\$100
HVAC	Repair/replacement of furnace(s) or boiler(s) per single dwelling unit or tenant space (individual equipment)	no	no	\$50
	Repair/replacement of residential air conditioning condenser (no mixed occupancy) per dwelling unit	no	no	\$50
	Repair/replacement in kind of refrigeration equipment (includes chiller, cooling tower, and air handling equipment) No change to chiller room required. No other construction.	no (4)	no	\$200
	Installation of new refrigeration equipment for air conditioning per dwelling unit or tenant space (individual equipment)	(1)	yes	\$50
	Installation of new chiller, cooling tower, and air handling equipment serving more than one dwelling unit or tenant space. No other construction. No change to chiller room required.	(1)	yes	\$400
	Installation of new refrigeration equipment to serve equipment/food cooling - not part of other construction	(1)	yes	\$300
Electrical	Installation of electrical service only of less than 400 amps	no	no	\$50
	Installation of electrical service only of 400 amps or less than 1000 amps	yes	no	\$200
	Installation of electrical service of 1000 amps or more	yes	no	\$500
	Installation of low voltage system (telephone, security, cable, media are each separate systems) per floor for multi-family residential or commercial occupancies	no	no	\$50

	Installation of low voltage system (telephone, security, cable, media are each separate systems) per single family residence or townhouse	no	no	\$50
	Installation of power generators, whether required or discretionary - per generator	yes	yes	\$500
	Installation of power generators for residential buildings with three or less dwelling units (no mixed occupancy)	yes	yes	\$50
	Installation of emergency lighting systems 2 or 3	yes	no	\$75
	Installation of electrical systems per 1000 square feet of parking lot or landscape area	yes	no	\$50
	Additional new circuits of 10 circuits or less	no	no	\$100
	Additional new circuits of 11 circuits up to 20 circuits	no	no	\$200
	Additional new circuits of 21 circuits up to 40 circuits	no	no	\$400
	Additional new circuits of 41 circuits up to 80 circuits	yes	no	\$1000
	Additional new circuits of 81 circuits or over	yes	no	\$1500
	Monthly maintenance permits	no	no	\$50
	Repair or replacement of devices on existing electrical circuits (existing electrical systems) (Additionally includes poles, wires, conductors, lamp posts, festoons, decorative lights)	no	no	\$50
	Temporary electrical service	no	no	\$100
Environment	Installation of equipment regulated by the department of the environment, per piece of equipment	(1)	(5)	\$150
Elevators, escalators, moving walks, lifts - (3)	Elevator, or lift serving less than or equal to 20 floors	(1)	no	\$200
	Escalator or moving walk	(1)	no	\$200
	Elevator or lift serving between 21 and 30 floors	(1)	no	\$300
	Elevator or lift serving 31 floors or more	(1)	no	\$400
	Movable stage or orchestra floor	(1)	no	\$200
	Platform lift, inclined wheelchair lifts and stairway chairlifts	(1)	no	\$100
	Automotive lifts - per unit	(1)	yes	\$125
	Vertical reciprocating conveyors	(1)	no	\$200
	Material lifts, loading and truck dock lifts, dumbwaiters	(1)	no	\$100
	Temporary construction towers	yes	no	\$500
	Major repair work (not routine maintenance)	yes	no	\$100

Miscellaneous	Amusement devices, mechanical riding, sliding, sailing or swinging per device - portable, for each installation (including electrical work)	no	yes	\$300
	Amusement devices, mechanical riding, sliding, sailing or swinging per device -permanent installation or repair	no	yes	\$500
	Antenna, monopoles, and satellite dishes	yes	yes	\$500
	Asbestos removal	See Section 11-4-2170		
	Canopies or marquee - installation, alteration, or repair	yes	yes	\$100
	Construction cranes and hoists	yes	yes	\$300
	Private swimming pools	(1)	yes	\$100
	Sandblasting, grinding, or chemically washing any building, structure, statue or other architectural surface (3)	See Section 11-4-130		
	Scaffolding	no	yes	\$100
	Temporary platforms for public assembly	yes	yes	\$200
	Temporary seating stands	yes	yes	\$300
	Billboards, signboards, roofsigns, ground signs, painted wall signs, flat signs or projecting signs - for erection or alteration, from 0 to 49 square feet, per face (3)	yes	yes	\$50
	Billboards, signboards, roofsigns, ground signs, painted wall signs, flat signs or projecting signs - for erection or alteration, from 50 to 99 square feet, per face (3)	yes	yes	\$100
	Billboards, signboards, roofsigns, ground signs, painted wall signs, flat signs or projecting signs - for erection or alteration, from 100 to 199 square feet, per face (3)	yes	yes	\$200
	Billboards, signboards, roofsigns, ground signs, painted wall signs, flat signs or projecting signs - for erection or alteration, from 200 to 499 square feet, per face (3)	yes	yes	\$500
	Billboards, signboards, roofsigns, ground signs, painted wall signs, flat signs or projecting signs - for erection or alteration, 500 sq ft and over, per face (3)	yes	yes	\$1000

Key to Table:

"(1)" means drawings are required based on the specific project scope and requirements.

"(2)" means fees for sprinkler system and/or standpipe reviews are assessed in Section 15-16-190 and are in addition to the fees set forth in Section 13-32-310 (a).

"(3)" means the fee set forth for the stand alone work described in this category shall be assessed in addition to the permit fee generated pursuant to Section 13-32-310(a).

"(4)" means that if drawings are required, the fee will be assessed based on the square footage of the area of work.

"(5)" means that the zoning fee will be required based on the specific equipment and installation location.

"DU" means dwelling units.

SECTION 44. Section 13-32-315 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 45. Section 13-32-320 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 46. Section 13-32-330 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 47. Section 13-32-340 of the Municipal Code of the City of Chicago is hereby repealed in its entirety.

SECTION 48. Section 13-96-500 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-500 Permits for tents and canopies--Limitation on duration.

(a) Permits for tents and canopies shall be limited to a period of 60 days.

(b) ~~The fee for a permit for each tent or canopy, as defined in Sections 13-96-480 and 13-96-490 shall be based on the square footage of the area covered as follows:~~

From 240 square feet to 4,999 square feet	\$ 50.00
From 5,000 square feet to 9,999 square feet	200.00
From 10,000 square feet to 19,999 square feet	500.00
From 20,000 square feet to 29,999 square feet	600.00
30,000 square feet or more	900.00

SECTION 49. Section 13-96-650 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

13-96-650 Permit required.

It shall be unlawful to proceed with the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances within the city unless permits therefor shall have first been obtained from the buildings commissioner; and the commissioner of the department of water management. The fee for the initial installation and inspection of any private residential

swimming pool shall be in the amount required by section 13-32-310.

SECTION 50. Section 15-4-020 of the Municipal Code of the City of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

15-4-020 Bureau powers, duties and responsibilities.

For provisions covering the establishment powers, duties and responsibilities of the bureau of fire prevention, see Chapter 2-36 of this code. For fees, see section 13-32-310.

In addition to any other fee charged pursuant to this code for the review and approval of plans, the following fees shall be charged and collected for the review and approval of plans by the bureau of fire prevention:

Type of plans	Fee
Fire detection system, voice command system and fire command panel system, under Sections 13-76-040 and 13-76-050 of this code = per floor of building (applies to new, remodeled and renovated systems)	\$35.00
Fire alarm system review under Section 14-60-260(c) of this code, where the system serves a day care center only = per system (applies only to plans submitted after July 1, 1992)	35.00
Fire alarm system review under Section 14-60-260 (c) of this code, other than day care center only = per floor of building (applies to new, remodeled and renovated systems)	80.00
Exit sign review under Section 13-160-780 of this code = per floor of building	40.00

Building plans not otherwise listed in this section, under Section 2-36 of this code = per floor of building.....75.00

SECTION 51. This ordinance shall take full force and effect on June 1, 2008.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration thirteen proposed sign orders (which were referred on October 31, November 7, November 13 and December 5, 2007) 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 (three -- 1st Ward, one -- 27th Ward, one -- 31st Ward, three -- 32nd Ward, one -- 40th Ward, three -- 42nd Ward and one -- 46th Ward) transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

These orders and substitute orders shall be in full force and effect from and after their passage and publication.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed orders and substitute orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

5600 North Ashland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to NSI Signs Inc., 1437 Harmony Court, Itasca, Illinois 60143, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Saint Gregory Church, 5600 North Ashland Avenue:

Dimensions: length, 8 feet; height, 6 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 16 feet, 2 inches
Total Square Foot Area: 98 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.

3927 West Belmont Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs, 922 Oaklawn Avenue, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3927 West Belmont Avenue:

Dimensions: length, 10 feet, 4 inches; height, 20 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 126 square feet (actual sign: 18 feet, 8 inches by 6 feet, 9 inches).

Overall dimensions include steel supports.

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.

3066 North Clybourn Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Siding 1 Windows 1, 3066 North Clybourn Avenue (south elevation (theatres)):

Dimensions: length, 10 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 38 feet
Total Square Foot Area: 60 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2543 -- 2545 West Diversey Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to South Water Signs, L.L.C., 922 North Oaklawn Avenue, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2543 -- 2545 West Diversey Avenue:

Dimensions: length, 50 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 72 feet, 9 inches
Total Square Foot Area: 700 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.

2421 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign

permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mid-Town Tennis, 2421 North Elston Avenue (advertising sign):

Dimensions: length, 30 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 840 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.

2427 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mid-Town Tennis, 2427 North Elston Avenue (advertising sign):

Dimensions: length, 36 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 360 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2461 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2461 North Elston Avenue (warehouse building -- advertising sign):

Dimensions: length, 36 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 720 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.

22 West Monroe Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Avenue, Dyer, Indiana 46311, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 22 West Monroe Street (west side of Majestic Building -- Jersey Boys):

Dimensions: length, 8 feet, 6 inches; height, 29 feet
Height Above Grade/Roof to Top of Sign: 51 feet
Total Square Foot Area: 247 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.

901 West Randolph Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Van Wagner Communications L.L.C., 53 West Jackson Boulevard, Suite 1142, Chicago, Illinois 60604 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 901 West Randolph Street:

Dimensions: length, 36 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 504 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4557 North Sheridan Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at El Pollo Loco, 4557 North Sheridan Road:

Dimensions: length, 8 feet, 2 inches; height, 11 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 36 feet, 4 inches
Total Square Foot Area: 186 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.

323 East Wacker Drive.
(Sign 1)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting Inc., 4919 Wilshire, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or 100 square feet (in area of one face) at Swissotel, 323 East Wacker Drive (channel letters on high-rise):

Dimensions: length, 54 feet, 6 inches; height, 12 feet
Height Above Grade/Roof to Top of Sign: 450 feet
Total Square Foot Area: 654 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.

323 East Wacker Drive.
(Sign 2)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting Inc., 4919 Wilshire, 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 Swissotel, 323 East Wacker Drive (channel letters on high-rise):

Dimensions: length, 20 feet, 8 inches; height, 58 feet
Height Above Grade/Roof to Top of Sign: 24 feet, 10 inches
Total Square Foot Area: 1,100 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.

3145 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoors, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Marathon Gas Station, 3145 North Western Avenue (advertising sign):

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

*CORRECTIONS OF 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, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration the following:

an ordinance correcting page 8574 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 27, 2007 by inserting omitted text (Clerk del Valle),

an ordinance (PO2007-8494) correcting page 7555 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 5, 2007 correcting the boundary description (Alderman Banks),

a corrected ordinance (PO2007-8496) correcting pages 7376 and 7377 from *Journal of the Proceedings of the City Council of the City of Chicago* of September 5, 2007 correcting the boundary description (Alderman Banks),

an ordinance (PO2007-8492) correcting pages 7343 through 7374 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 5, 2007 for which a wrong set of documents were printed (Alderman Banks),

an ordinance (PO2007-8495) correcting page 5537 from the *Journal of the Proceedings of the City Council of the City of Chicago* of July 19, 2007 correcting the boundary description (Alderman Banks),

an ordinance (PO2007-8493) correcting page 98595 from the *Journal of the Proceedings of the City Council of the City of Chicago* of February 7, 2007 correcting the boundary description (Alderman Banks),

having had the same under advisement, begs to 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 on December 11, 2007, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

September 27, 2007.

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

SECTION 1. That the ordinance authorizing imposition of a tax levy and approval of the 2008 budget for Special Service Area Number 8, passed by the City Council on September 27, 2007 and printed on pages 8571 -- 8574, is hereby corrected by inserting immediately after Section 3 on page 8574, the following:

"Section 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 25, 2007, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2007 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

Section 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect the remaining provisions of this ordinance.

Section 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

Section 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

Section 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication."

SECTION 2. This ordinance shall take effect after its passage.

September 5, 2007.
(Page 7555)

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 Wednesday, September 5, 2007, as follows:

Page 7555 -- by inserting the language underlined, as follows:

Reclassification Of Area Shown On Map Number 15-H.
(As Amended)
(Application Number 16153)

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 15-H in the area bounded by:

North Paulina Street; a line 546.00 feet north of and parallel to West Thorndale Avenue; the public alley next west of and parallel to North Paulina Street; the public alley next north of and parallel to the public alley next north of and parallel to West Thorndale Avenue; and the public alley next northeast of and almost parallel to West Thorndale Avenue,

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.

September 5, 2007.
(Pages 7376 And 7377)

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 Wednesday, September 5, 2007, as follows:

Pages 7376 and 7377 -- by inserting the language underlined, as follows:

Reclassification Of Area Shown On Map Number 11-J.
(Application Number 16295)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-2 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 11-J in the area bounded by:

West Montrose Avenue; a line 95.97 feet east of and parallel to North Central Park Avenue; a line 117 feet south of and parallel to West Montrose Avenue; and North Central Park 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.

September 5, 2007.
(Pages 7343 Through 7374)

Residential-Business Planned Development
Number 1075.

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 Wednesday, September 5, 2007, as follows:

Pages 7343 through 7374 shall be replaced in their entirety with the following:

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 Institutional Planned Development Number 182 symbols and indications as shown on Map Number 3-F in the area bounded by:

North Clybourn Avenue; North Ogden Avenue or the line thereof if extended where no street exists; a line 328.57 feet southwest of North Clybourn Avenue (as measured from the northwest right-of-way line of North Ogden Avenue and perpendicular thereto); a line 923 feet south of the intersection of North Clybourn Avenue and North Halsted Street (as measured from the east right-of-way line of North Halsted Street and perpendicular thereto); and North Halsted Street,

to those of a C1-5 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C1-5 Neighborhood Commercial District symbols and indications within the area described in Section 1 above, to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development Number 1075.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1075, consists of approximately three hundred thirty-four thousand five hundred thirty-one (334,531) square feet (seven and sixty-eight hundredths (7.68) acres) and is owned or controlled by Young Men's Christian Association of Chicago and the applicant is CFRI/New City L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, including but not limited to revision or amendments to any established redevelopment plans or agreements shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approved by the City Council.

Specifically, the applicant acknowledges and agrees that as part of the proposed planned development, an area of the subject site referenced within this document as the "Eastman Extension" is a new street to be dedicated for public use and contains an area of thirty-six thousand seven hundred eighty-four (36,784) square feet. The new "public street" shall be constructed at the

applicant's expense, in exchange for the City of Chicago release of covenant as stated in the redevelopment agreement dated October 26, 2001 and referenced in Statement Number 7 of this plan of development.

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, then to the owner 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. Any agreements among property owners, the board of directors or any property owners association, or covenant binding property owners, may designate the authorized party for any future amendment, modification or change.
4. This plan of development consists of these seventeen (17) statements; a Bulk Regulations and Data Table; a Zoning Map; a Land-Use Map; a Planned Development Boundary Map; a Site Plan; Landscape Plan; Roof Plan; Ground Floor Plan; Site Open Area Plan and Building Elevations prepared by OKW Architects. Full-size copies of the Site Plan and Exterior 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 apply.
5. The following uses shall be permitted within the area delineated herein as "Residential-Business Planned Development":
 - Subarea A: multi-story elevator building containing a total of two hundred seventy (270) residential/dwelling units, commercial uses including but not limited to restaurants (both limited and general), entertainment, general retail, offices, open space/green space; and any use permitted in the C1 Neighborhood Commercial District, accessory and related uses; and accessory parking and loading.
 - Subarea B: multi-story elevator building containing a total of sixty-five (65) residential/dwelling units, commercial uses

including but not limited to restaurants (both limited and general), entertainment uses, general retail, hotels, taverns, and any use permitted in the C1 Neighborhood Commercial District, accessory and related uses; and accessory parking and loading.

Subarea C: multi-story elevator building containing a total of one hundred six (106) residential/dwelling units, commercial uses including but not limited to restaurants (both limited and general); entertainment uses including theatres, general retail, offices, open space and any use permitted in the C1 Neighborhood Commercial District; accessory and related uses; and accessory parking and loading.

Subarea D: multi-unit residential (dwelling and efficiency) buildings totaling fifty-three (53) units, accessory uses, and accessory parking and loading.

Subarea E: multi-story off-street accessory parking structure.

Subarea F: public/private, open space/landscaped plaza with recreational uses.

6. On-premises 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. Off-premises sign are prohibited within this planned 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 Construction Standards 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 Department of Transportation.

North Halsted Street: Applicant shall pay for the costs of one (1) new traffic signal that is to be located on North Halsted Street at the property's new dedicated right-of-way for a street (West Eastman Extension) entrance, subject to the Chicago Department of Transportation ("C.D.O.T.") approval.

North Clybourn Avenue: Applicant shall also pay for the cost of one (1) new traffic signal that is to be located on North Clybourn Avenue at North Ogden Avenue, subject to the approval of the Illinois Department of Transportation. Applicant will also seek C.D.O.T. and I.D.O.T. approvals necessary to

eliminate any existing on-street parking spaces on the southwest side of North Clybourn Avenue.

8. The height of any building or any appurtenance attached hereto shall not exceed the height established in the Bulk Regulations and Data Table and Building Elevations and shall be subject to the height limitations established by the Federal Aviation Administration.
9. The maximum permitted floor area ratio for the parcel shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the definitions of the City of Chicago, Zoning Ordinance shall apply.
10. The improvements on the property shall be designed, installed and maintained in substantial conformance with Site Plan, Landscape Plan, Roof Plans and Building Elevations attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the applicable standards of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any 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-A of the Chicago Zoning Ordinance. Such minor changes may include: changes to the Site Plan, a reallocation of dwelling units and/or floor area (including commercial floor area) from one subarea to another subarea so long as the maximum residential unit count and F.A.R. (Floor Area Ratio) as applicable for the planned development is not exceeded. Finally, it is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and/or relocation of demising walls or divisions of interior spaces shall not be deemed to require any further approvals pursuant hereto.
12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within the property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating.

The applicant shall also provide vegetated ("green") roof totaling fifty and forty-six hundredths percent (50.46%) of the net roof area of all buildings. The term ("Net Roof Area") shall be defined as the total area of the roof minus any required perimeter setbacks rooftop structures and roof-mounted equipment. The fifty and forty-six hundredths percent (50.46%) of the net roof area of all buildings equals seventy-nine thousand five hundred fourteen (79,514) square feet of green roof areas.

13. The applicant acknowledges and agrees that if the Residential-Business Planned Development is approved and constructed, as a part of the project: it shall be obligated to provide ten percent (10%) of the total residential units to ("C.P.A.N.") "Chicago Partnership for Affordable Neighborhood" and an additional ten percent (10%) of the total units to low-income units/C.H.A. replacement as a part of this development. The C.P.A.N. units and C.H.A. replacement units will be interspersed among all of the residential units located with Subareas A, B, C and D of the development.
14. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all 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.
15. The public benefits derived from the situs location of this planned development are (1) the height of the buildings contained within the proposed development contextually relate to the existing two (2) towers located to the east and a proposed high-rise development located to the west of the site; (2) twenty percent (20%) of the residential units contained within Subareas A, B, C and D of this proposed development will be affordable units; ten percent (10%) of which will be C.P.A.N. units and the other ten percent (10%) will be C.H.A. replacement housing units. Such public benefit will be provided by the developer without any receipt of public assistance; (3) Any potential increase in traffic generated by the proposed planned development shall be mitigated by its proximity to the available public transit located to the north of the subject site (Chicago Transit Authority Red Line station located at West North Avenue and North Clybourn Avenue) and (4) a significant amount of open space shall be provided through out the proposed development.
16. The applicant acknowledges and agrees that the underlying C1-5 Zoning District allows for an F.A.R. of 5.0. The Applicant agrees and acknowledges that the aggregate F.A.R. for the proposed planned development shall not exceed 3.0 F.A.R.
17. Unless substantial construction of the improvements contemplated within this planned development has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter

diligently pursued, then this planned development shall expire and the zoning of the property shall automatically convert to a C1-3 Neighborhood Commercial District classification. The six (6) year period may be extended for up to one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that good cause for an extension is shown.

[Existing Zoning and Street Map; Existing Land-Use Map; Planned Development Boundary, Property Line/Right-of-Way Map; Generalized Site Plan; Site Open Area Diagram; Landscape Plans; Floor Plans; Green Roof Plan; Building Elevations; and Site Section referred to in these Plan of Development Statements printed on pages 17222 through 17240 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development Number 1075.

Bulk Regulations And Data Table.

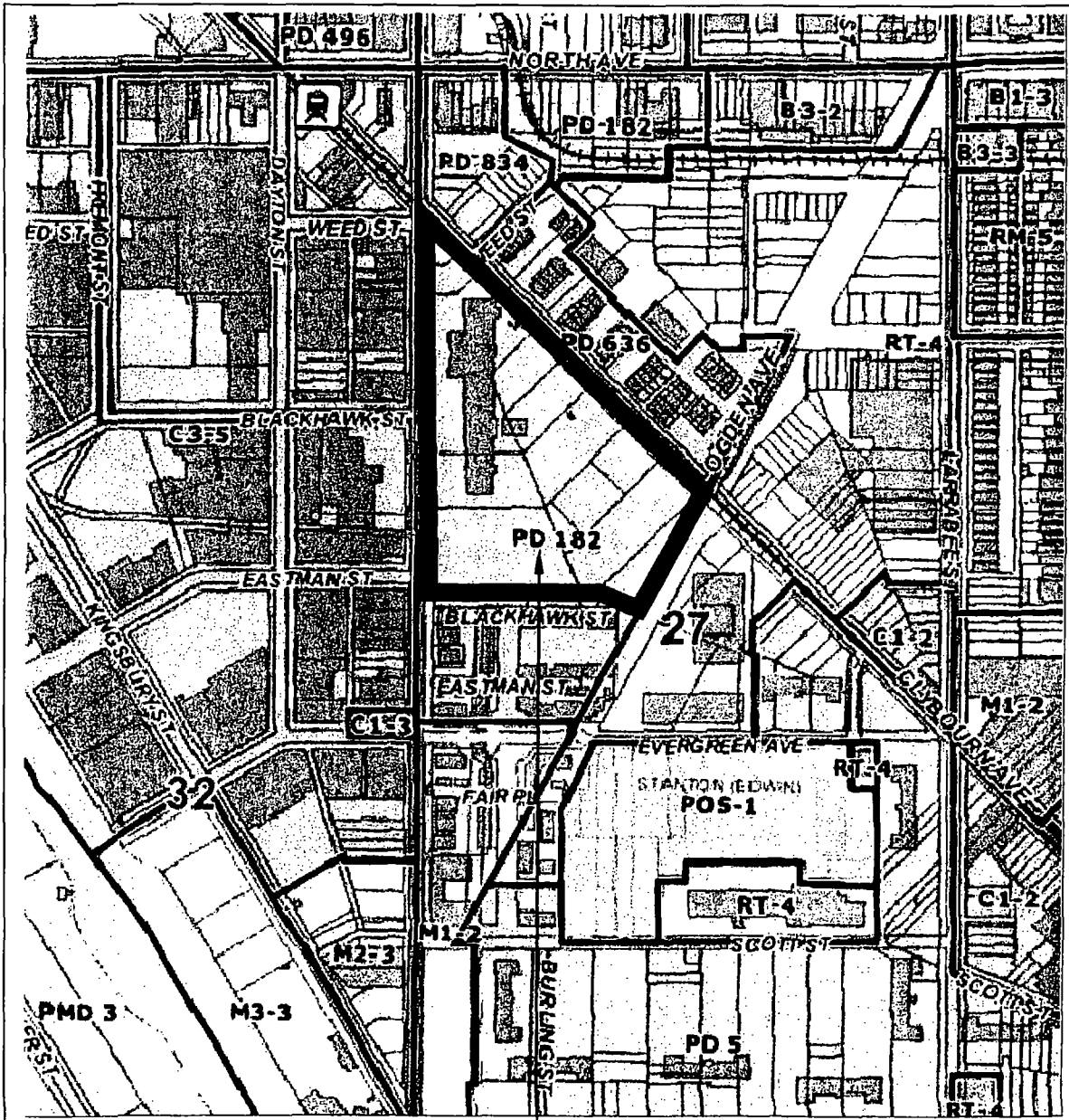
Gross Site Area:	439,997 square feet (10.1 acres)
Existing Public Rights-of-Way:	68,682 square feet (1.58 acres)
Proposed R.O.W. to be Dedicated:	36,784 square feet (0.84 of an acre)*
Net Site Area:	334,531 square feet (7.68 acres)
Net Site Area (by subarea):	
Subarea A:	70,096 square feet (1.60 acres)

* (This is the area of the subject site to be located within the "Eastman Street Extension" which is proposed "to be dedicated" for a new public street as identified within the attached planned development submittal).

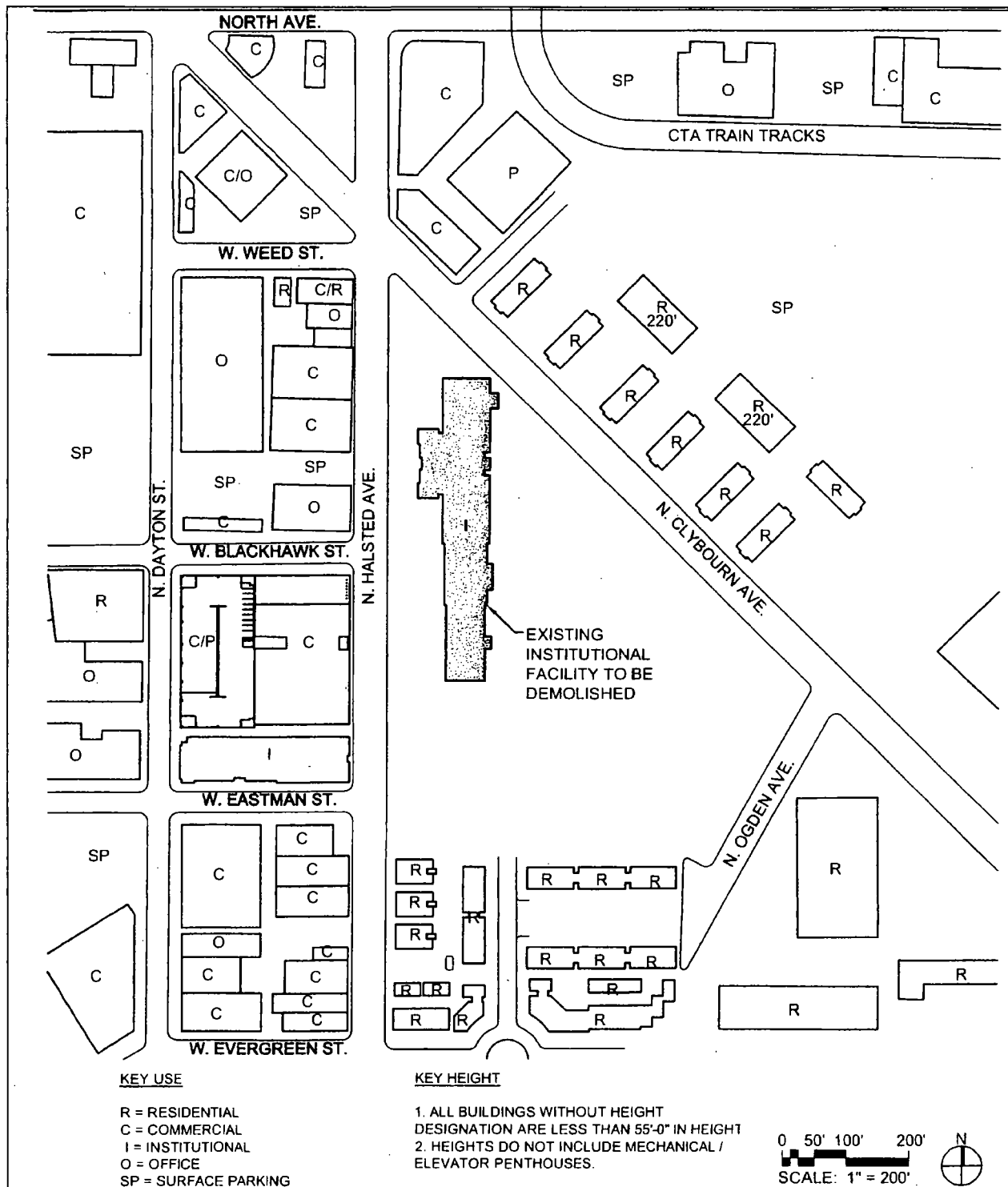
Subarea B:	38,924 square feet (0.89 of an acre)
Subarea C:	93,815 square feet (2.15 acres)
Subarea D:	17,328 square feet (0.40 of an acre)
Subarea E:	74,118 square feet (1.70 acres)
Subarea F:	40,250 square feet (0.92 of an acre)
Maximum Permitted Floor Area Ratio for Net Site Area:	3.0
Subarea A:	6.24
Subarea B:	5.16
Subarea C:	3.07
Subarea D:	3.95
Subarea E:	0.10
Subarea F:	0.00
Permitted Uses:	residential uses, business uses and commercial uses and related uses as listed in Statement Number 5 of this application.
Maximum Number of Residential Units:	494 units
Market Rate Units:	80% of total units to be constructed
Affordable Units (C.P.A.N.):	10% of total units to be constructed
Low-Income Units (C.H.A. Replacement Housing):	10% of total units to be constructed
Maximum Commercial Space to be provided within the P.D.	366,000 square feet

Minimum Number of Off-Street Parking Spaces to be provided:	As determined by Section 17-10-0102-B and Section 17-10-0200 of the Chicago Zoning Ordinance.
Residential Parking:	1 parking space for each residential/dwelling unit.
Commercial/Business Parking:	As required by Section 17-10-0200 of the Chicago Zoning Ordinance.
Maximum Number of Off-Street Parking Spaces to be allowed:	1,250 parking spaces
Minimum Number of Off-Street Loading Spaces:	As required by Section 17-10-1100 of the Chicago Zoning Ordinance.
Open Space/Open Plaza Areas to be provided:	(92,119 square feet) 2.11 acres (+/-)
Maximum Percentage of Land Coverage:	75%
Minimum Building Setbacks:	In substantial conformance with the Attached Site Plan
Maximum Building Height:	
Subarea A:	25-story/289 feet
Subarea B:	10-story/134 feet
Subarea C:	11-story/150 feet
Subarea D:	4 four-story/45 feet and 5-story/55 feet
Subarea E:	5 levels of parking/55 feet
Subarea F:	(N.A.)

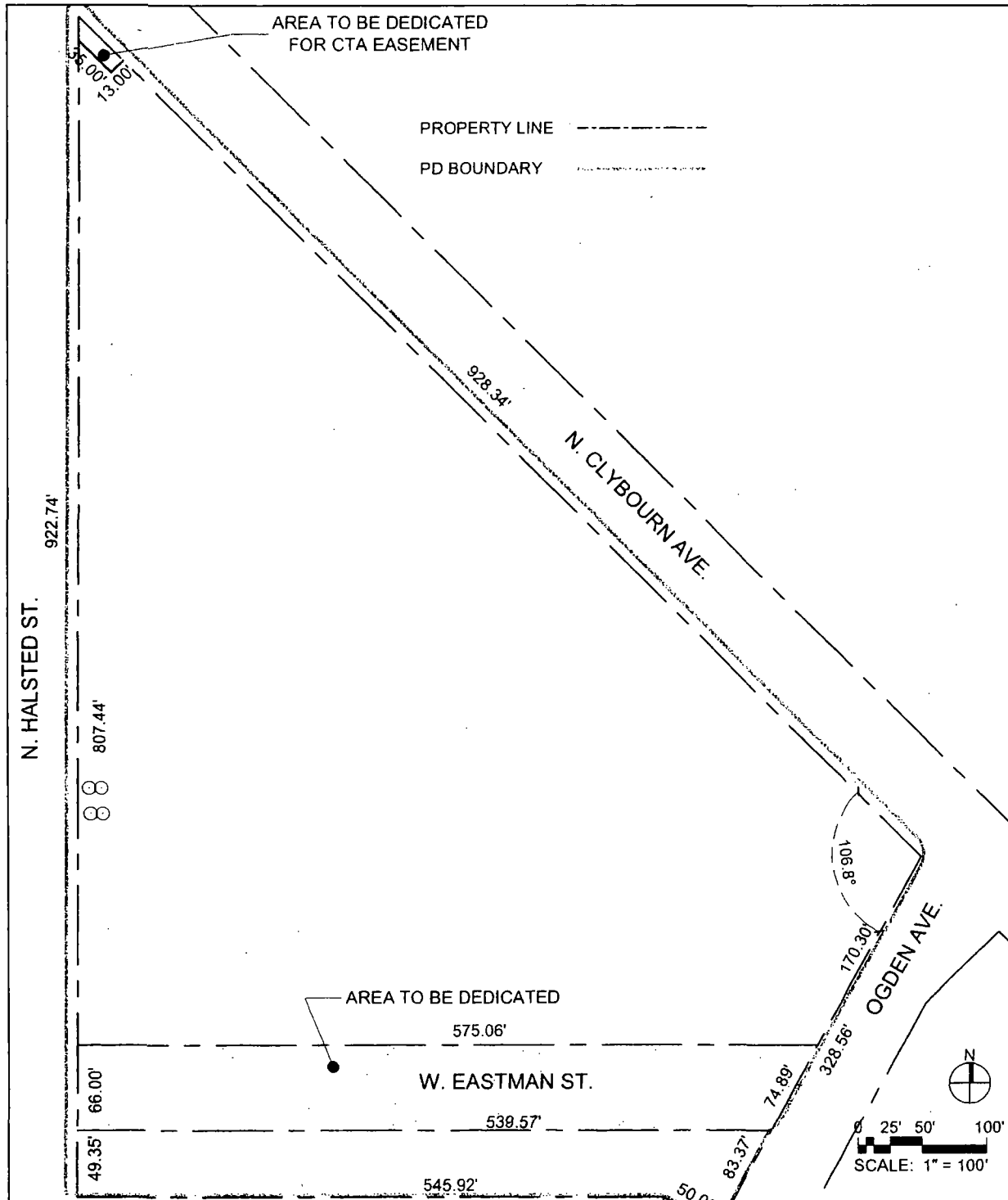
Existing Zoning And Street Map.



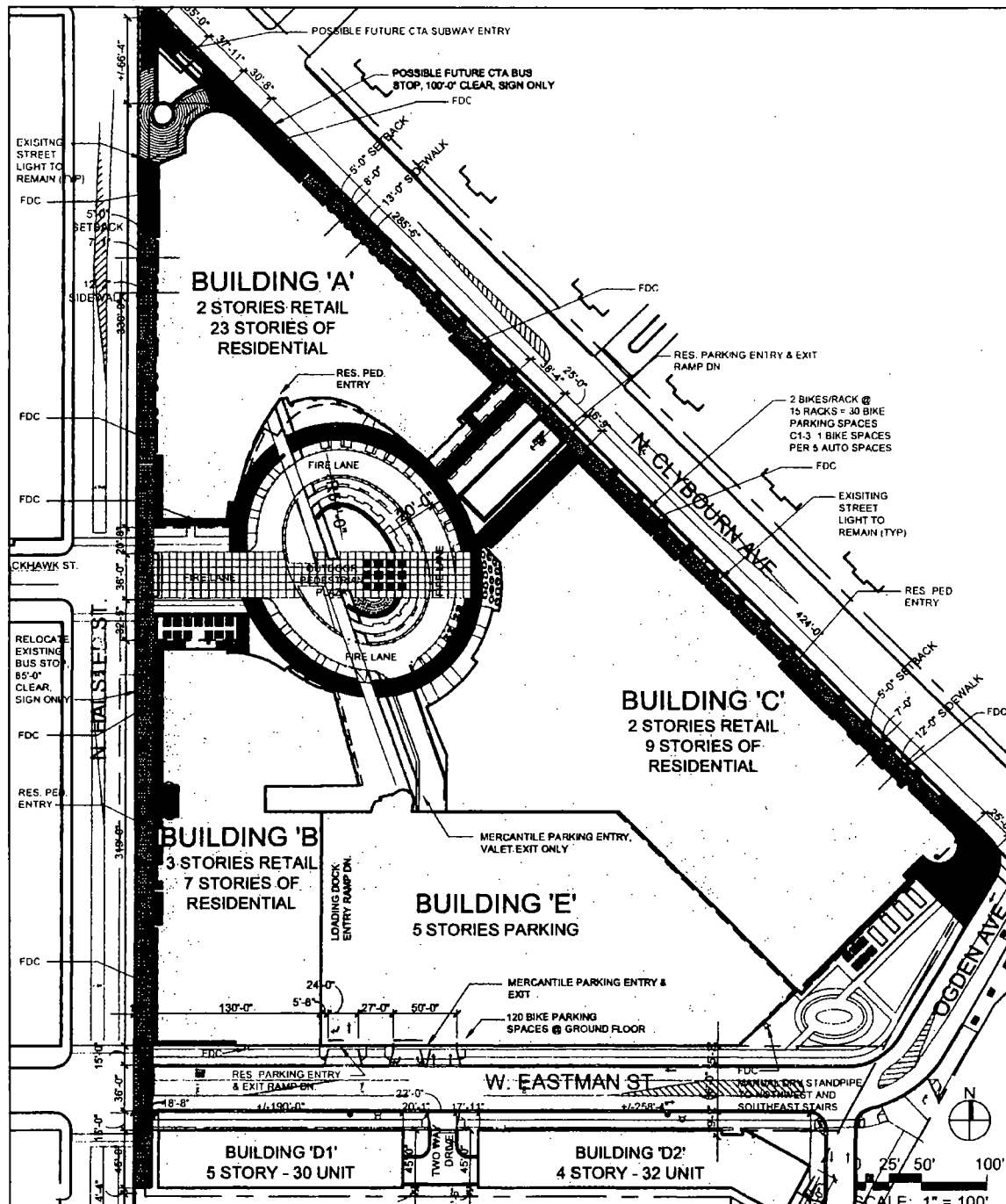
Existing Land-Use Area Map.



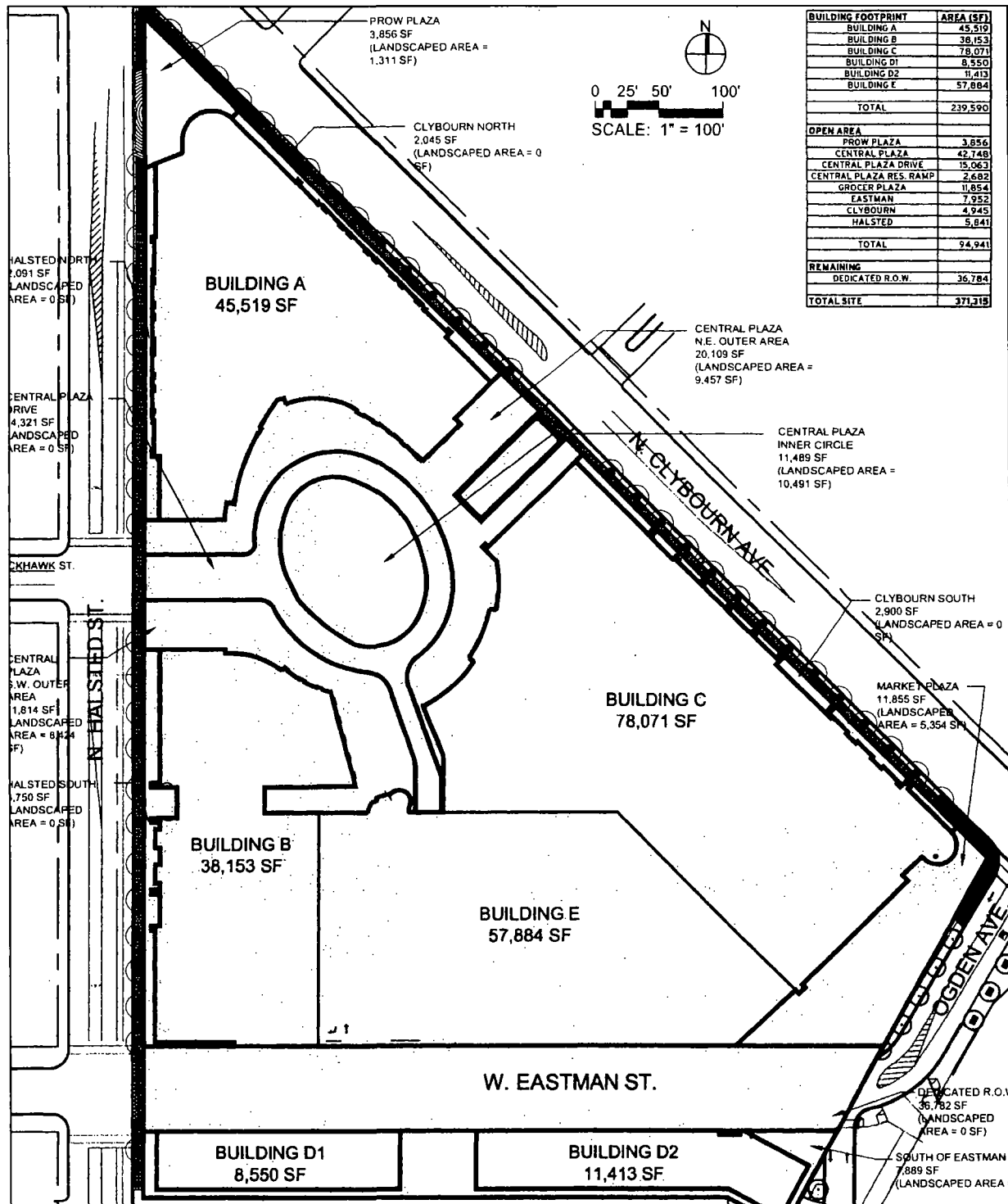
Planned Development Boundary, Property
Line/Right-Of-Way Map.



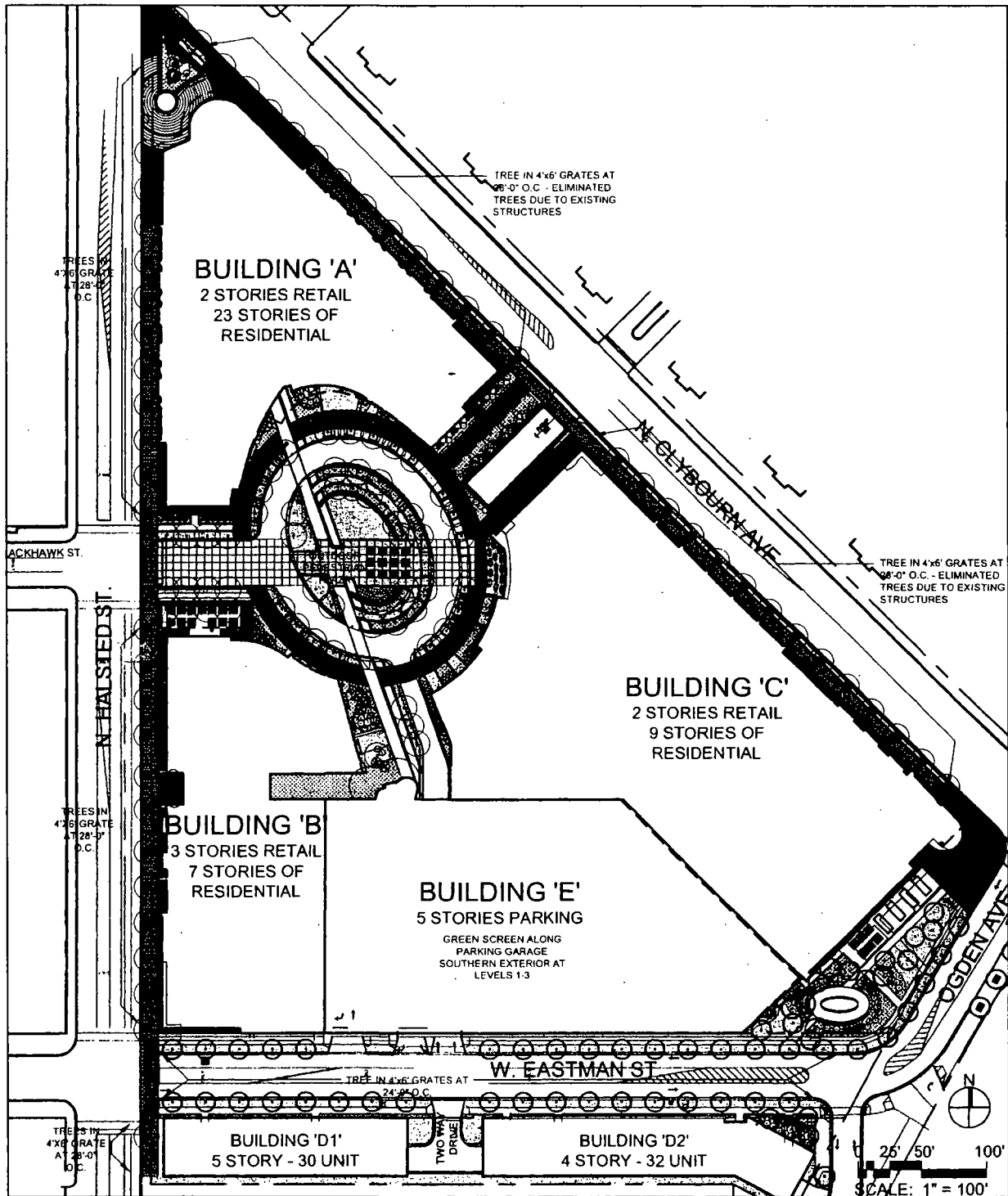
Generalized Site Plan.



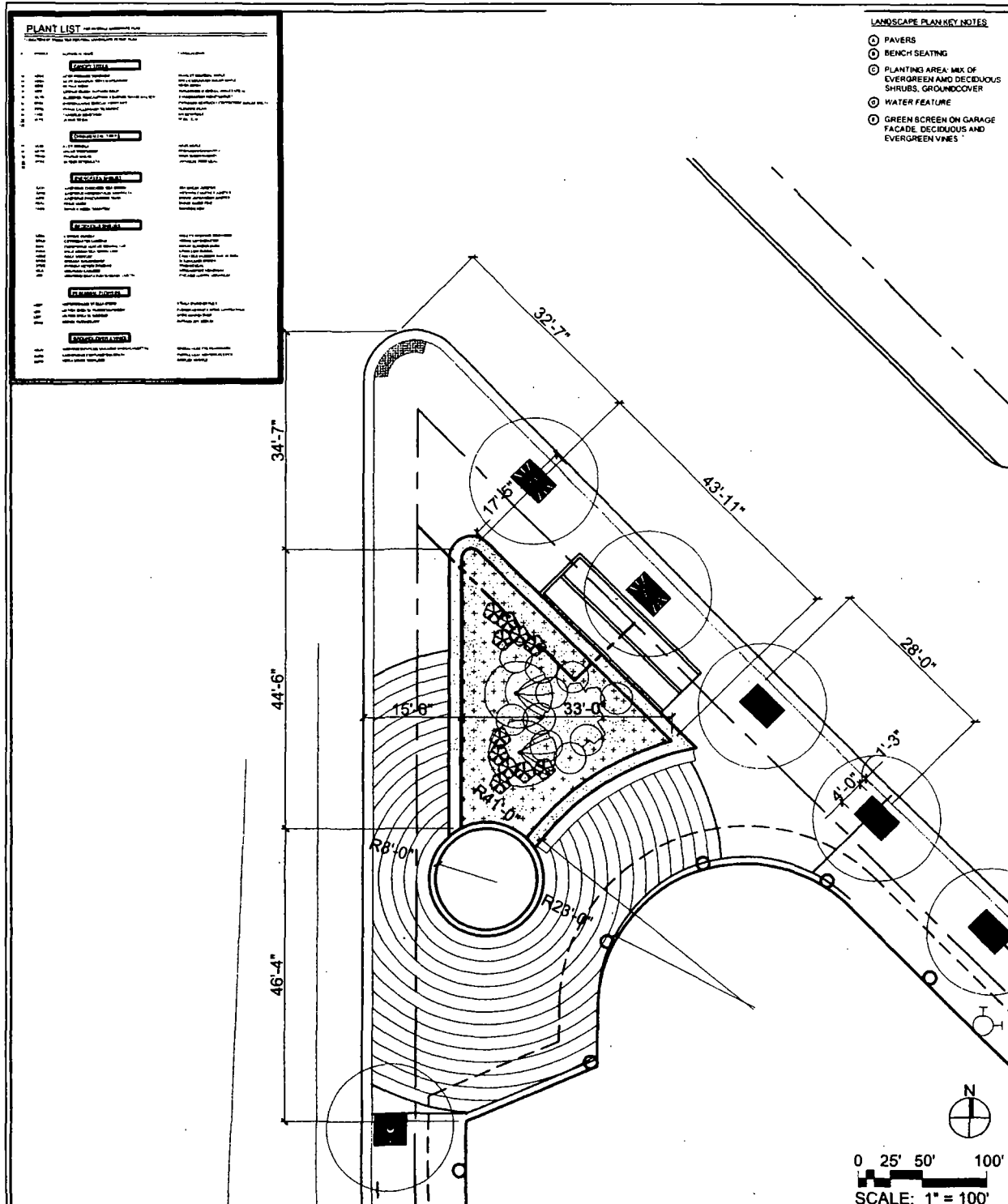
Site Open Area Diagram.



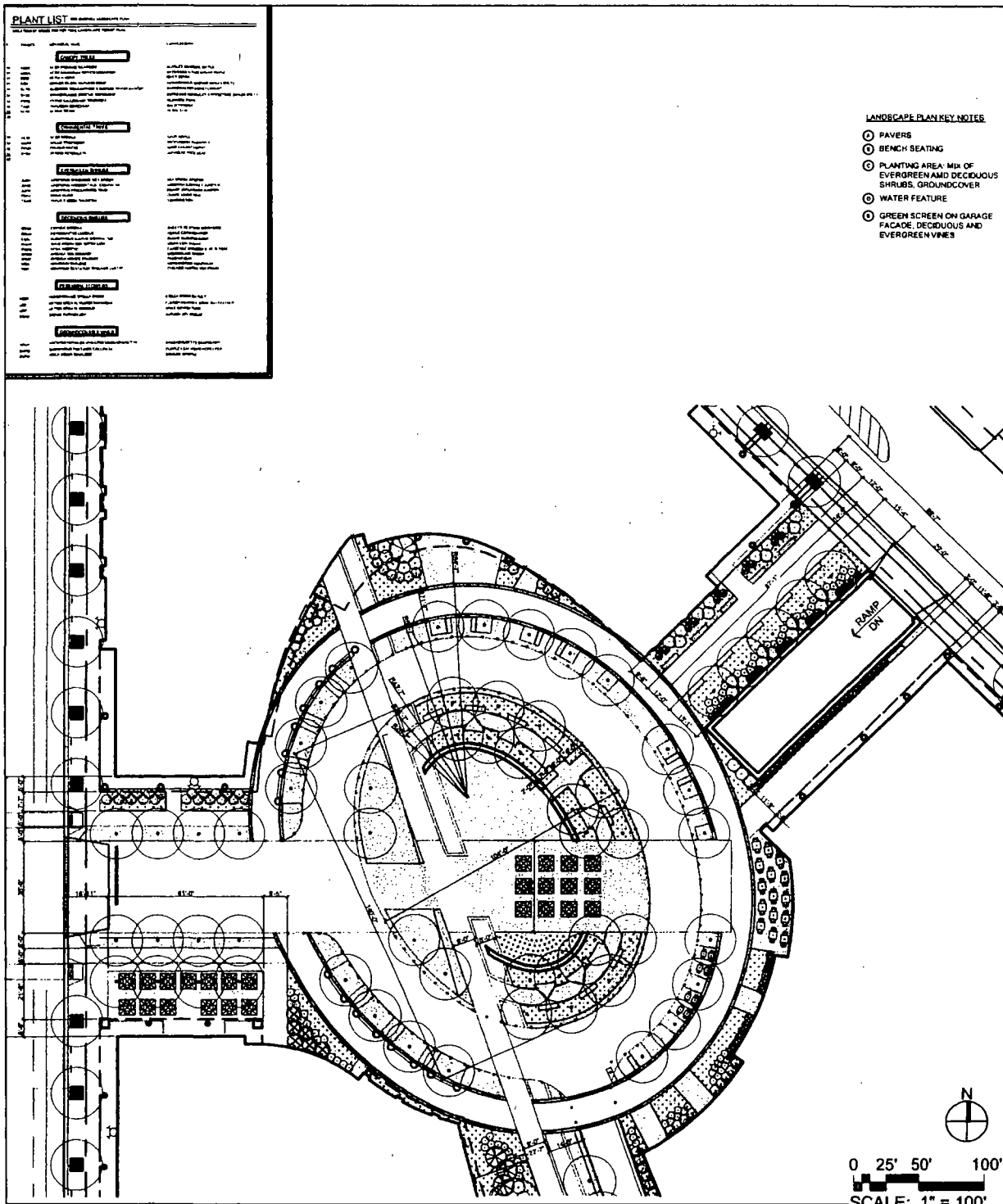
Landscape Plan.



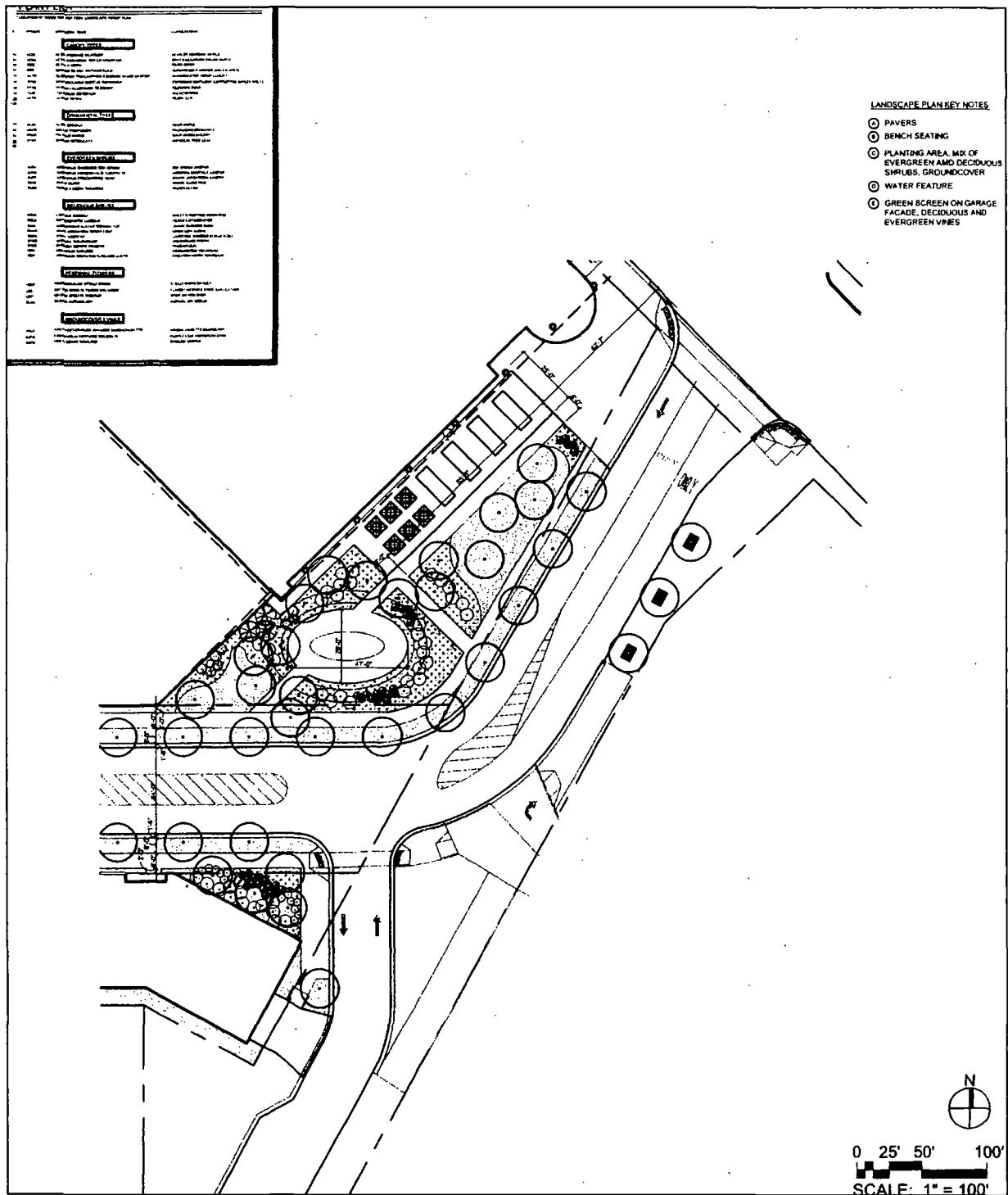
Landscape Plan -- Property
Right-Of-Way Plaza.



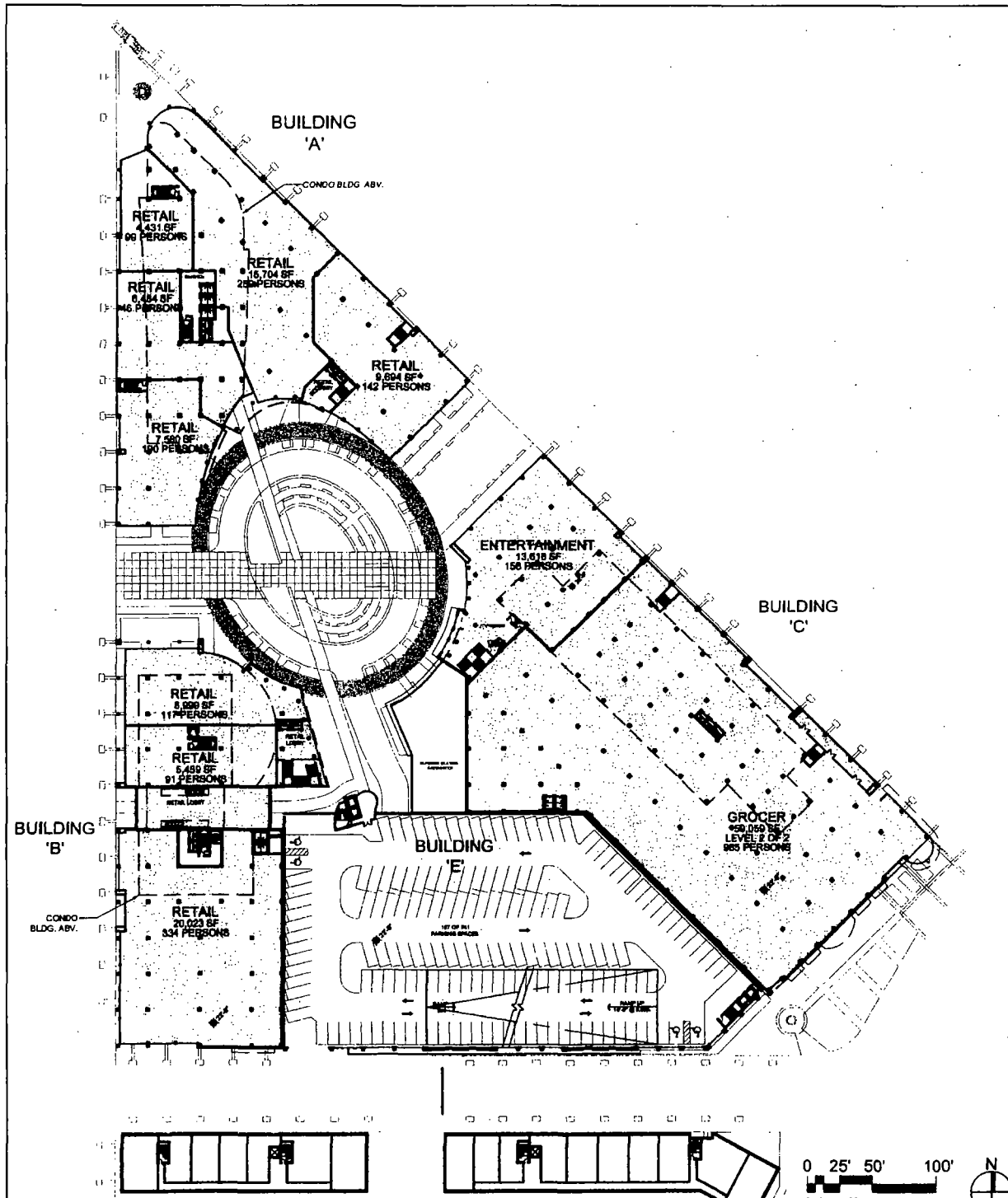
Landscape Plan -- Central Plaza.



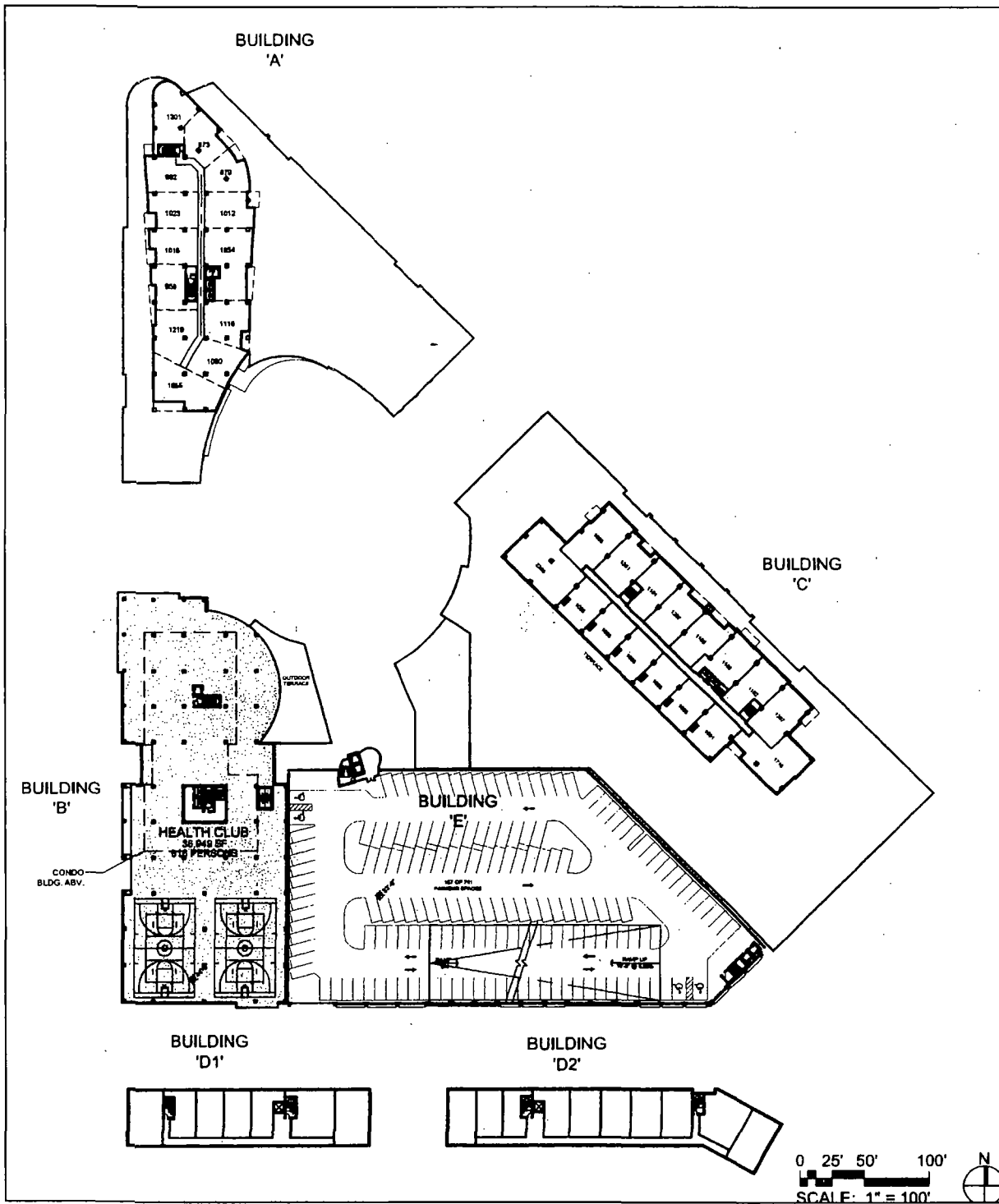
Landscape Plan -- Market Plaza.



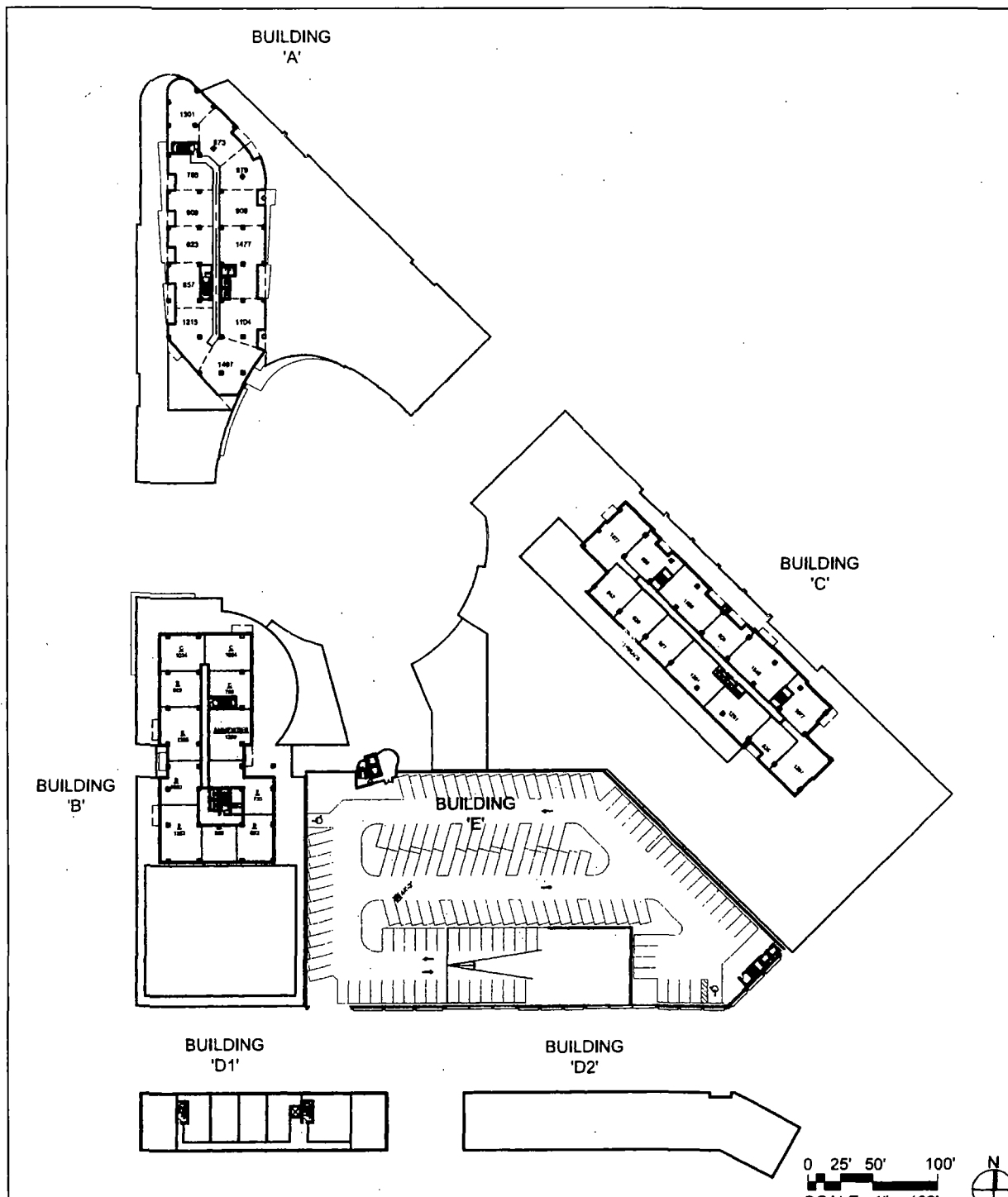
Second Floor Plan.



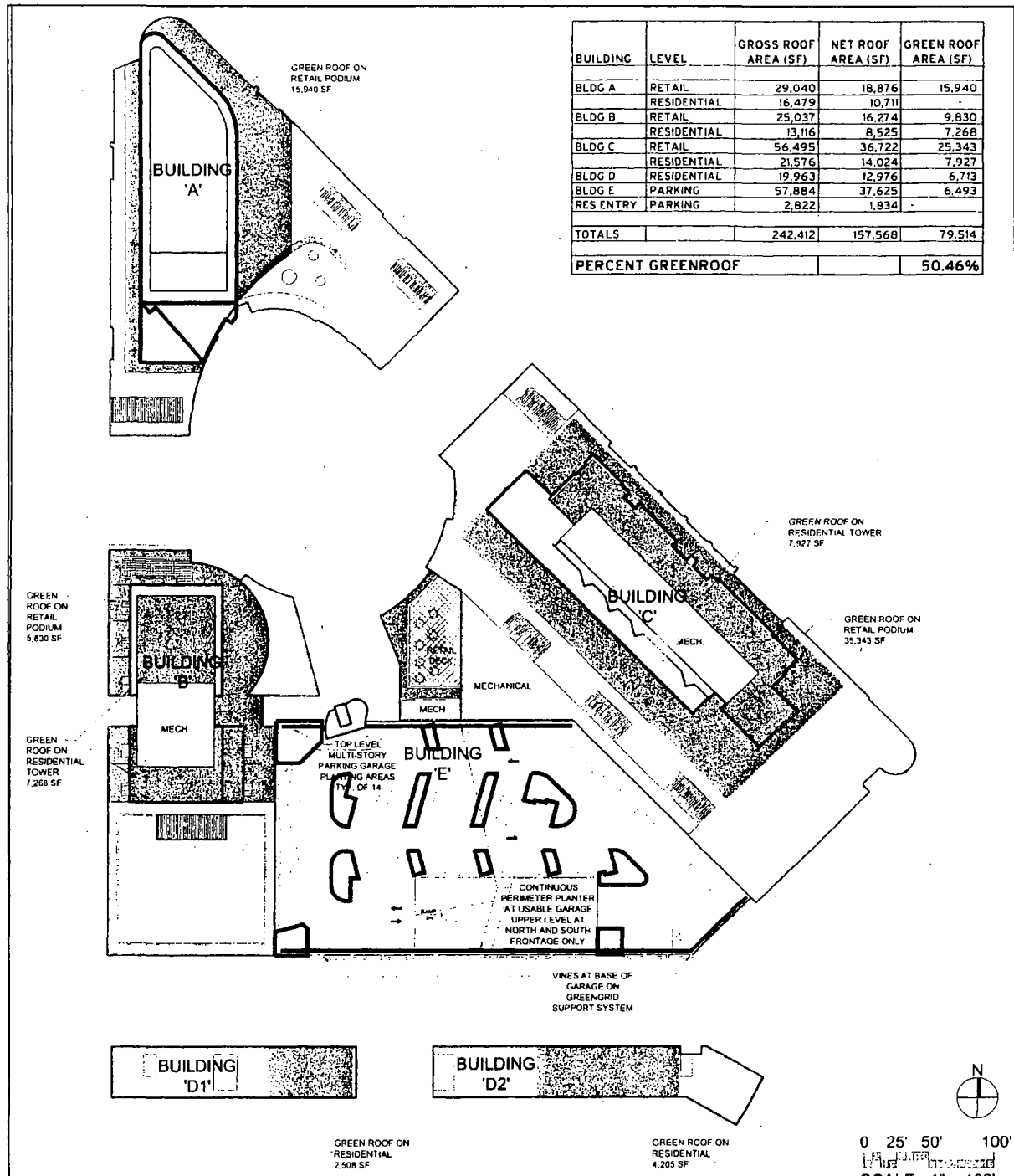
Third Floor Plan.



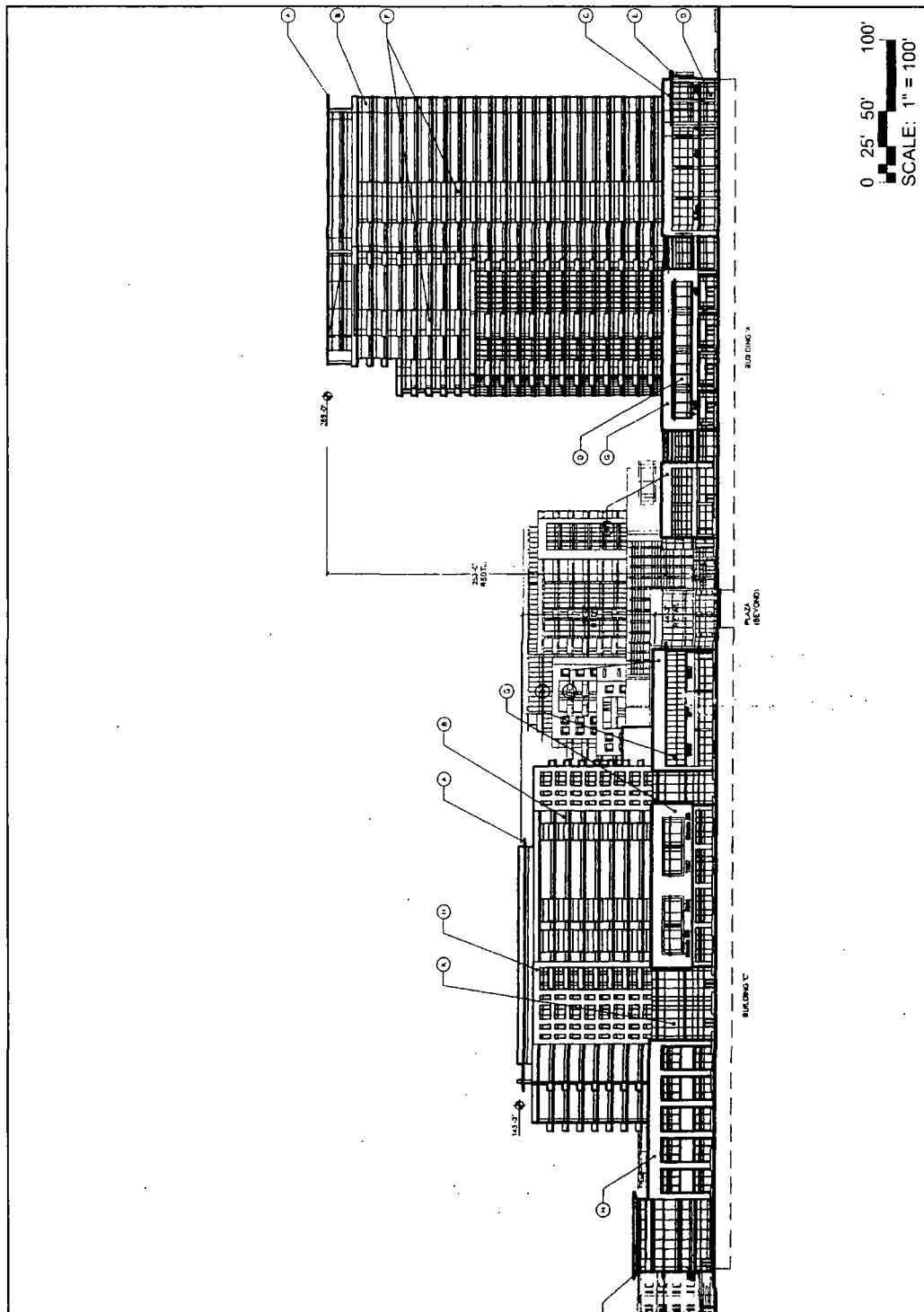
Fourth Floor Plan.



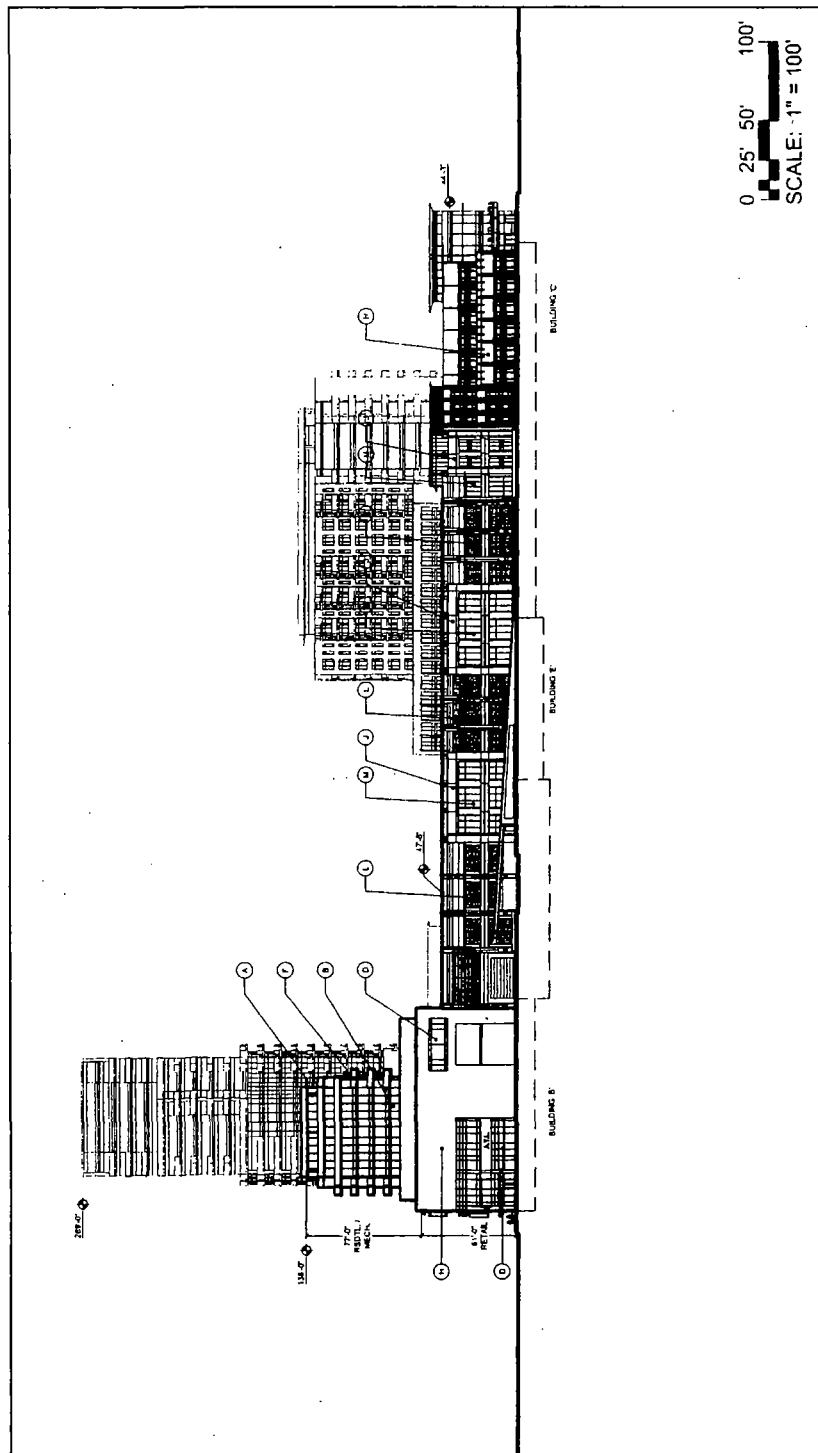
Green Roof Plan.



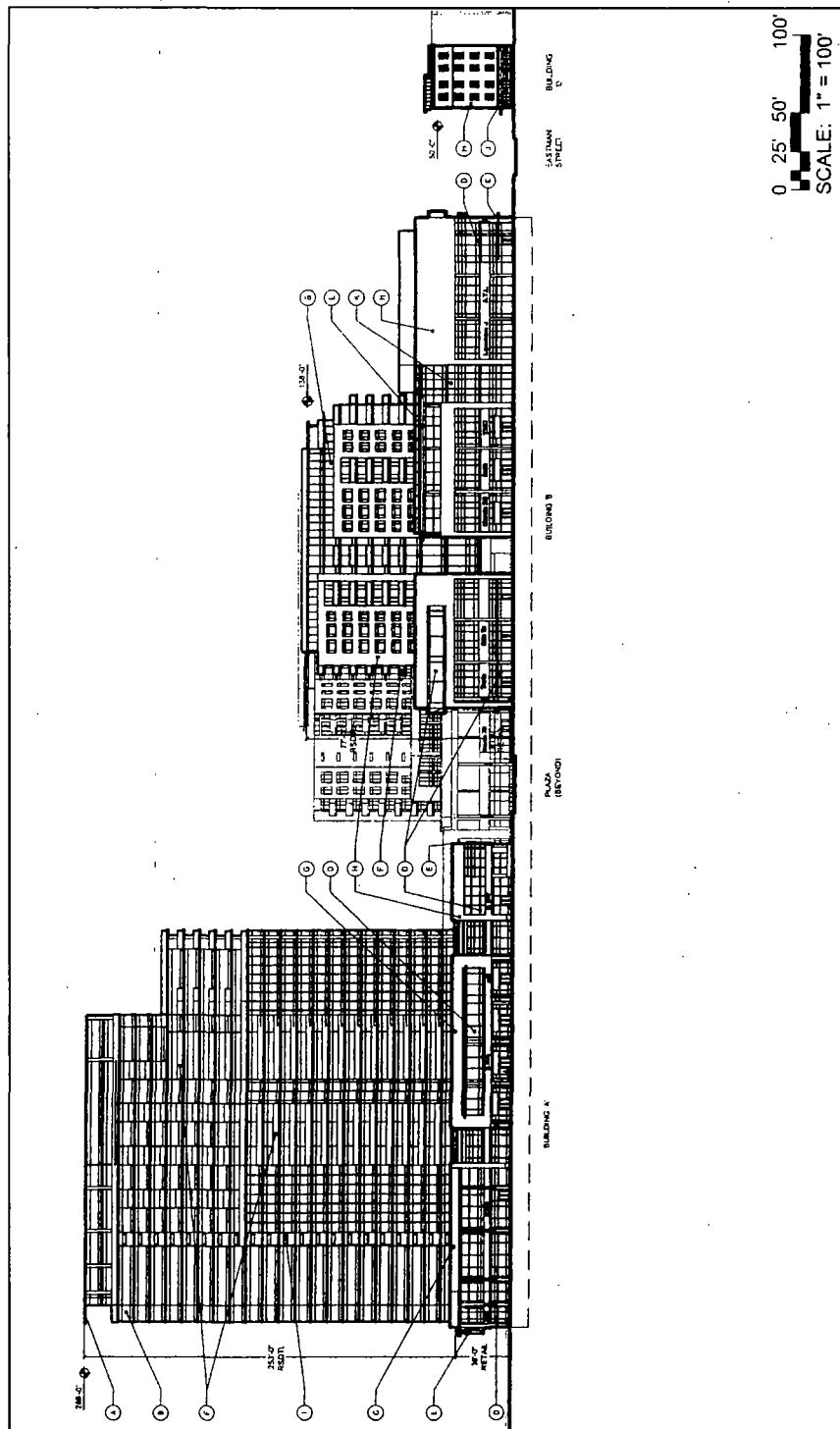
Clybourn Northeast Building Elevation.



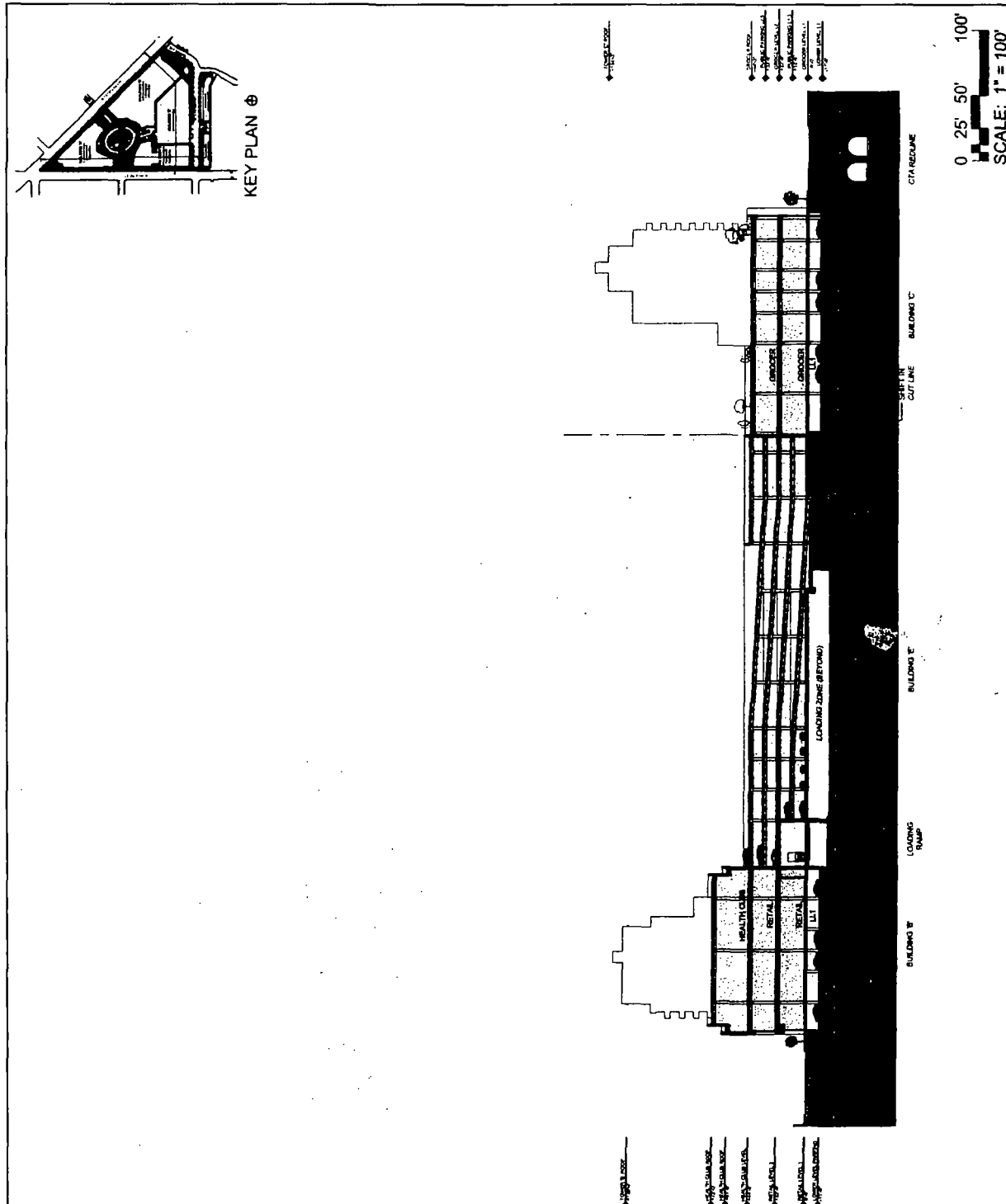
Eastman Street South
Building Elevation.



Halsted Street West
Building Elevation.



West To East Site Section.



July 19, 2007.

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 Thursday, July 19, 2007, as follows:

Pages 5536 and 5537 -- by inserting the language underlined, as follows:

Reclassification Of Area Shown On Map Number 3-H.
(Application Number A-7127)

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 RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 3-H in the area bounded by:

West Le Moyne Street; a line 72 feet east of and parallel to the public alley next east of and parallel to North Paulina Street; the public alley next south of and parallel to West Le Moyne Street; a line 48 feet east of and parallel to the public alley next east of and parallel to North Paulina Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

February 7, 2007.

Business Planned Development Number 1047.

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

I hereby move to correct the official *Journal of the City Council of the City of Chicago* of the regular meeting held on Wednesday, February 7, 2007, as follows:

Page 98595 -- by deleting the language struck through and inserting the language underlined in the boundary description, as follows:

West Waveland Avenue; North Southport Avenue; a line approximately ~~(499.8)~~
449.8 feet south of and parallel to the south line of West Waveland Avenue; and
the alley next west of and parallel to North Southport Avenue.

**COMMITTEE ON ECONOMIC, CAPITAL
AND TECHNOLOGY DEVELOPMENT.**

APPROVAL OF PROPERTY AT 2155 SOUTH CARPENTER
STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 12, 2007.

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 Solis (25th Ward) authorizing Class 6(b) tax incentives for the property located at 2155 South Carpenter Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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, Carpenter SRG, L.L.C., an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 2155 South Carpenter Street, Chicago, Illinois 60608, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately forty-two thousand (42,000) 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 (Public Law 103-66)), (ii) the City of Chicago Enterprise Zone Number 1 (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 Pilsen 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 may 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.

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

Exhibit "A".

Legal Description Of Subject Property:

Parcel 1.

The west 200 feet of the south 210 feet of Block 24 (except the south 14 feet used for 22nd Street) in Walsh and McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

That part of Block 24 in Walsh and McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the east line of said Block 24 which is 203.4 feet south of the northeast corner of said block and which is 217 feet north of the original north line of 22nd Street; thence west parallel to the north line of said Block 24 a distance of 178.8 feet; thence south parallel to the east line of said Block 24 a distance of 6.8 feet; thence west parallel to the north line of said Block 24 to a point which is 200 feet east of the west line of said Block 24; thence south along the easterly line of the west 200 feet of said Block 24, a distance of 13.2 feet; thence east parallel to the north line of said Block 24 to the east line of said block; thence north along the east line of said Block 24 to the place of beginning, in Cook County, Illinois.

Parcel 3.

That part of the south 183 feet north of the north line of 22nd Street as widened and now used lying east of the west 200 feet and west of the east 178 feet in Block 24 in Walsh and McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 4.

That part of Block 24 lying north of the north line of West 22nd Street (now West Cermak Road), as widened, in Walsh and McMullen's Subdivision of the south

three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at a point on the west line of said Block 24, 210 feet north of the original north lot of 22nd Street (which point is 196 feet north of the north lot of Cermak Road, as widened); thence north 00 degrees east on the west line of said Block 24, 1.03 feet to the centerline of a 13 inch party wall; thence south 89 degrees, 50 minutes, 20 seconds east on the centerline of said party wall, 63.35 feet to the centerline of a wall running to the north; thence north of 00 degrees east on the centerline of said wall, 15.07 feet to the centerline of a wall running to the east; thence south 89 degrees, 42 minutes, 45 seconds east on the centerline of said wall, 126.11 feet to the centerline of a wall running to the north; thence north 00 degrees east on the centerline of said wall, 6.84 feet to the centerline of a line wall running to the east; thence south 89 degrees, 56 minutes, 45 seconds east on the centerline of said wall and said centerline extended east, 161.56 feet to a point 30.10 feet west of the east line of said Block 24 and on a curve with a radius of 229.0 feet and concave to the southwest; thence southeast on said curve, 16.56 feet to a point on a line 217.0 feet north of the original north line of 22nd Street and 28.10 feet west of the east line of said Block 24; thence west parallel to the north lot of said Block 24, 150.70 feet; thence south parallel to the east line of said Block 24, 6.80 feet; thence west 202.25 feet to the place of beginning, all in Cook County, Illinois.

Address:

2155 South Carpenter Street
Chicago, Illinois.

Permanent Real Estate Tax Index Number (P.I.N.)
For The Subject Property:

17-20-440-008.

AUTHORIZATION FOR RENEWAL OF CLASS 6(b)
TAX INCENTIVE BENEFITS FOR PROPERTY
AT 1400 WEST 35th STREET.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Balcer (11th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 1400 West 35th Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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, Pepsi-Cola General Bottlers, Inc., a Delaware corporation (the "Applicant"), is the owner of certain real estate located generally at 1400 West 35th Street, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property") and operates an approximately three hundred sixty-four thousand three hundred twenty-eight (364,328) square foot industrial facility thereon; and

WHEREAS, Miracle L.L.C., an Illinois limited liability company conveyed the Subject Property to the Applicant by special warranty deed dated September 2, 1998; and

WHEREAS, On May 14, 1997 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 1997; 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.

Lots 1 through 13, both inclusive, in the subdivision of Lot 2 (except the south 144 feet thereof) of Block 8 in the subdivision of Lots 31 and 32 in the Assessor's Division of part of the northwest quarter of the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

The north one-third of the south 144 feet of Subblock 2 of Block 8 in the subdivision of Lots 31 and 32 in the Assessor's Division of the northwest quarter and the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Lot 1 through 5, both inclusive, Josephine P. Allins Subdivision of the south 96 feet of Lot 2 in Block 8 subdivision of Lots 31 and 32 in Assessor's Division of the northwest quarter and the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

Parcel 4.

The west 140 feet of Lot 3 in Block 8 in subdivision of Lots 31 and 32 in Assessor's Division of part of the northwest quarter and the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third

Principal Meridian, according to the plat thereof recorded July 16, 1957 as Document 89140 of said subdivision of Lots 31 and 32 recorded June 26, 1879 as Document 227582 in Cook County, Illinois.

Parcel 5.

All of the north/south vacated alley lying east of and adjoining Parcels 1, 2 and 3 and lying west of and adjoining Lot 1 in Block 8 of Parcel 7, as aforesaid.

Parcel 6.

All of the east/west vacated alley lying south of Lot 5 in Josephine P. Allins Subdivision aforesaid and north of the west 140 feet of Lot 3 in Block 8 in the subdivision of Lots 31 and 32 in Assessor's Division aforesaid.

Parcel 7.

Lot 1 and the east 123.7 feet of Lot 3 and the east 123.7 feet of the east and west vacated alley between said Lots 1 and 3 in Block 8, and all of Blocks 9, 10 and 11 and vacated Laflin, Jasper and Loomis Streets adjoining said Blocks 8, 9, 10 and 11 in the subdivision for purposes of partition of Lots 31 and 32 of Assessor's Division of part of the northwest quarter and the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8.

Lots 1 to 19, both inclusive, in the subdivision of Block 7 in partition of Lots 31 and 32 in Assessor's Division of the northwest quarter and the west half of the northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Addresses:

Parcels 1 -- 7.

1400 West 35th Street
Chicago, Illinois.

Parcel 8.

Southwest corner of 35th Street and Justine Street
Chicago, Illinois.

Permanent Index Numbers:

Parcels 1 -- 6.

17-32-114-028.

Parcel 7.

17-32-114-027.

Parcel 8.

17-32-113-24 through 17-32-113-042.

COMMITTEE ON HEALTH.

Re-Referred -- AMENDMENT OF TITLE 7, CHAPTER 12, SECTION 387
OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT IMPORTATION,
SALE OR POSSESSION OF LIVE CHICKENS IN
RESIDENTIAL DISTRICTS.

The Committee on Health submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

The Committee on Health, having met on Tuesday, November 20, 2007, at 10:00 A.M. in Room 201-A of City Hall to hear an amendment to Section 7-12-387 of the Municipal Code introduced by Alderman Lona Lane of the 18th Ward, which will ban the keeping of chickens (*Family Gallus gallus domesticus*) in residential districts within the city limits, begs leave to recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on Health.

The measure was passed with no dissenting votes.

Sincerely,

(Signed) GEORGE A. CÁRDENAS,
Vice-Chairman.

On motion of Alderman Cárdenas, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Health* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF OLD CHICAGO COAST GUARD STATION AT 250 NORTH BREAKWATER ACCESS AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider an ordinance recommending that the Old Chicago Coast Guard Station, Lake Michigan near the mouth of the Chicago River, be designated as a Chicago landmark, having had the same under advisement, the Committee on Historical Landmark Preservation 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) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Old Chicago Coast Guard Station, located at 250 North Breakwater Access on a breakwater in Lake Michigan near the mouth of the Chicago River, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4), and (7) of the Municipal Code; and

WHEREAS, The Building exemplifies the long maritime history of Chicago as a major center of Great Lakes commercial shipping and recreational boating; and

WHEREAS, The Building reflects the history of marine life-safety and rescue in the history of Chicago, including the role of Old Chicago crews in countless rescues of passengers, including the capsizing of the passenger boat Eastlake in 1915, the worst maritime disaster in Chicago history; and

WHEREAS, The Building is a visually unusual and rare Chicago building in a maritime architecture tradition tracing its roots to vernacular seaside buildings in New England; and

WHEREAS, The Building exhibits a picturesque overall architectural style and craftsmanship that reflects the influences of historic Coast Guard architectural traditions, the Shingle style of architecture, and the later "Cape Cod" buildings of the Colonial Revival architectural style; and

WHEREAS, The Building has a unique location in its placement on a breakwater at the mouth of the Chicago River; and

WHEREAS, The Building is a familiar visual feature for thousands of travelers on Lake Shore Drive, visitors to neighboring Navy Pier, and boaters and other excursionists traveling through the Chicago River locks, adjacent to the Building; 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, retaining its original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On August 2, 2007, 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. The breakwater upon which the Building is

located is not considered a significant historical and architectural feature for the purpose of this Chicago landmark designation.

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

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

Exhibit "A".

*Old Chicago Coast Guard Station
Lake Michigan Near The Mouth Of The Chicago River.*

Property Description.

Legal Description:

The Chicago Marine Safety Station (formerly the United States Coast Guard Station), located on the bed of Lake Michigan at the north of the inner Chicago harbor breakwater at the foot of Randolph Street, occupying an area approximately 270 feet by 300 feet, in Cook County, Illinois.

Address Commonly Known As:

250 North Breakwater Access.

Permanent Index Number:

Not Applicable.

DESIGNATION OF HISTORIC CHICAGO RAILROAD
BRIDGES AS CHICAGO LANDMARKS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, held its meeting on December 3, 2007 to consider an ordinance recommending that twelve Historic Chicago Railroad Bridges be designated as a Chicago landmark: St. Charles Air Line Bridge, 16th and Lumber Street; Lake Shore and Michigan Southern Railroad Bridges (pair), Skyway and 98th Street; Chicago and Western Indiana Railroad Bridge, 126th Street and Torrence Avenue; Chicago and Alton Railroad Bridge, Ashland and Archer Avenues; Illinois Central Railroad Swing Bridge, Stevenson Expressway and Kedzie Avenue; Pennsylvania Railroad "Eight Track" Bridge, 31st Street and Western Avenue; Chicago and Illinois Western Railroad Bridge, 33rd Street and Kedzie Avenues; Illinois Central Railroad Swing Bridge, 35th Street, between Pulaski Road and Lawndale Avenue; Pennsylvania Railroad Bridge, 19th and Lumber Street; Chicago Milwaukee and St. Paul Bridge, Cherry Avenue and North Avenue; and Northwestern Railroad Bridge, located at Kinzie and Canal Streets, having had the same under advisement, the Committee on Historical Landmark Preservation, 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) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 following twelve (12) Historic Chicago Railroad Bridges: the St. Charles Air Line Bridge, located near 16th and Lumber Streets; the Lake Shore and Michigan Southern Railroad Bridges (pair), located near the Chicago Skyway and 98th Street; the Chicago and Western Indiana Railroad Bridge, located near 126th Street and Torrence Avenue; the Chicago and Alton Railroad Bridge, located near Ashland Avenue and Archer Avenue; the Illinois Central Railroad Swing Bridge, located near the Stevenson Expressway near Kedzie Avenue; the Pennsylvania Railroad "Eight Track" Bridge, located near 31st Street and Western Avenue; the Chicago and Illinois Western Railroad Bridge, located near 33rd Street and Kedzie Avenue; the Illinois Central Railroad Swing Bridge, located near 35th Street, between Pulaski Road and Lawndale Avenue; the Pennsylvania Railroad Bridge, located near 19th and Lumber Streets; the Chicago, Milwaukee and St. Paul Bridge, located near Cherry Avenue and North Avenue; and the Chicago and Northwestern Railroad Bridge, located near Kinzie and Canal Streets, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Historic Chicago Railroad Bridges"), meet four (4) criteria for landmark designation as set forth in § 2-120-620 (1), (4), (5) and (6) of the Municipal Code; and

WHEREAS, The Historic Chicago Railroad Bridges exemplify the transformation of Chicago from a bustling port into the preeminent railroad hub and distribution center for the United States in the late nineteenth century; and

WHEREAS, The Historic Chicago Railroad Bridges facilitated the development of important industrial and manufacturing operations along the Chicago River, the Calumet River and the Sanitary and Ship Canal; and

WHEREAS, The Historic Chicago Railroad Bridges have played an integral role in Chicago's industrial and commercial development by enabling rail and water transportation to circulate through the city with relatively little interference, thereby

creating a transportation network more efficient than any other in the United States; and

WHEREAS, The Historic Chicago Railroad Bridges exemplify the innovative bridge designs created by prominent designers that placed Chicago on the cutting edge of moveable bridge design in the late nineteenth and early twentieth centuries; and

WHEREAS, The Historic Chicago Railroad Bridges represent some of the earliest, rarest and most historically significant examples of bridge designs in Chicago; and

WHEREAS, The Historic Chicago Railroad Bridges represent several important patented types of moveable bridges and demonstrate the innovative bridge designs developed in Chicago in the 1890s when the city was on the cutting edge of bascule bridge; and

WHEREAS, The Historic Chicago Railroad Bridges include several early movable bridges that are rare-surviving examples of the first of two types of significant bascule bridges to be erected in Chicago, as such, these bridges are important predecessors to the Chicago-type trunnion bascule bridges that today are a familiar sight along the Chicago River and around the world; and

WHEREAS, The Historic Chicago Railroad Bridges were designed by some of the most influential individuals and firms in the field of bridge design, including Waddell and Harrington, the firm credited with the development of the vertical-lift bridge, and prominent bascule bridge designers William Scherzer, Joseph Strauss, and John W. Page; and

WHEREAS, The innovative moveable bridge designs patented by engineers J.A.L. Waddell and William Scherzer lead to the emergence of Chicago as a great incubator for bridge technology -- producing important Chicago civil engineers Joseph Strauss and John W. Page and attracting other important bridge designers from around the United States; and

WHEREAS, The Historic Chicago Railroad Bridges are a familiar part of the Chicago skyline and an important visual feature in numerous neighborhoods throughout the city, and visible from such vantage points as the Stevenson Expressway, the Chicago Skyway, the downtown Loop and Ping-Tom Park; and

WHEREAS, Like massive steel sculpture stretching skyward, the Historic Chicago Railroad Bridges visually commemorate the importance of the railroad and the river in the growth and development of the City of Chicago; and

WHEREAS, The Historic Chicago Railroad Bridges retain sufficient physical integrity to express their "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, displaying through their site, scale, and overall design their historic importance; and they retain the majority of their historic materials and original design features that impart to the viewer a strong sense of their historic visual character; and

WHEREAS, The City of Chicago acknowledges that the Interstate Commerce Commission Termination Act of 1995 governs the regulation of interstate railroads including, as applicable, the Historic Chicago Railroad Bridges; and

WHEREAS, The City of Chicago acknowledges that the Amtrak Reform and Accountability Act of 1997 governs the applicability of state and local statutes to Amtrak operations, including as applicable, the Historic Chicago Railroad Bridges; and

WHEREAS, The City of Chicago will continue to work cooperatively with the owners of the Historic Chicago Railroad Bridges to further the preservation of the Historic Chicago Railroad Bridges; and

WHEREAS, On September 6, 2007, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the Historic Chicago Railroad Bridges be designated as Chicago landmarks; 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 Chicago Historic Railroad Bridges are hereby designated as Chicago landmarks in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Historic Chicago Railroad Bridges, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations of the structure including masonry abutments and any bridge houses.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmarks and to affix the plaque on or nearby 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. 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. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".**Historic Chicago Railroad Bridges.
(Page 1 of 3)*

Railroad Bridge	Location	Description
St. Charles Air Line Bridge	South Branch of the Chicago River North of 16 th Street and East of Lumber St. Approximately: 1550 South and 350 West	The St. Charles Air Line Bridge spanning the South Branch of the Chicago River from the east line of said South Branch of the Chicago River to the west line of said South Branch of the Chicago River, at approximately 1550 South and 350 West, in the Northeast 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
Lake Shore & Michigan Southern Bridges (Pair)	Calumet River North of 98 th St. and East of the Chicago Skyway Approximately: 9700 South and 3400 East	The pair of railroad bridges known as the Lake Shore & Michigan Southern Bridges spanning the Calumet River from the northwest line of said Calumet River to the southeast line of said Calumet River, at approximately 9700 South and 3400 East, in the East 1/2 of the Southeast 1/4 of Section 6, Township 37 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois.
Chicago & Western Indiana Bridge	Calumet River 126 th St., West of Torrence Av. Approximately: 12600 South and 2400 East	The Chicago & Western Indiana Bridge spanning the Calumet River from the north line of said Calumet River to the south line of said Calumet River, at approximately 12600 South and 2400 East, in Section 25, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
Chicago and Alton Bridge	South Fork of the South Branch of the Chicago River North of Archer Av. and East of Ashland Av. Approximately: 3000 South and 1500 West	The Chicago and Alton Bridge spanning the South Fork of the South Branch of the Chicago River from the east line of said South Fork of the South Branch of the Chicago River to the west line of said South Fork of the South Branch of the Chicago River, at approximately 3000 South and 1500 West, in the South fractional of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

*Exhibit "A".**Historic Chicago Railroad Bridges.
(Page 2 of 3)*

Railroad Bridge	Location	Description
Illinois Central Swing Bridge	Sanitary and Ship Canal North of the Stevenson Exp. and East of Kedzie Av. Approximately: 2900 South and 3200 West	The Illinois Central Swing Bridge spanning the Sanitary and Ship Canal from the southeast line of said Sanitary and Ship Canal to the northwest line of said Sanitary and Ship Canal, at approximately 2900 South and 3200 West, in the Sanitary District Trustee's Subdivision of the right of way from the North and South center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
Pennsylvania "Eight Track" Bridge	Sanitary and Ship Canal South of 31 st St. and West of Western Av. Approximately: 3150 South and 2500 West	The Pennsylvania "Eight Track" Bridge spanning the Sanitary and Ship Canal from the north line of said Sanitary and Ship Canal to the south line of said Sanitary and Ship Canal, at approximately 3150 South and 2500 West, in East ½ of the Northeast 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, lying north of the Illinois and Michigan Canal in Cook County, Illinois.
Chicago and Illinois Western Bridge	Collateral Channel (Water Lot D) of the Sanitary and Ship Canal 33 rd St., East of Kedzie Av. Approximately: 3300 South and 3100 West	The Chicago and Illinois Western Bridge spanning the Collateral Channel (Water Lot D) of the Sanitary and Ship Canal from the east line of said Collateral Channel (Water Lot D) of the Sanitary and Ship Canal to the west line of said Collateral Channel (Water Lot D) of the Sanitary and Ship Canal, at approximately 3300 South and 3100 West, in the Sanitary District Trustee's Subdivision of the right of way from the North and South center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
Illinois Central Swing Bridge	Sanitary and Ship Canal South of 35 th St. and East of Pulaski Av. Approximately: 3500 South and 3600 West	The Illinois Central Swing Bridge spanning the Sanitary and Ship Canal (Water Lot EA) from the north line of said Sanitary and Ship Canal to the south line of said Sanitary and Ship Canal, at approximately 3500 South and 3600 West, in the Sanitary District Trustee's Subdivision of the right of way from the North and South center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the West line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

*Exhibit "A".**Historic Chicago Railroad Bridges.
(Page 3 of 3)*

Railroad Bridge	Location	Description
Pennsylvania Bridge	South Branch of the Chicago River 19 th St., Southeast of Lumber St. Approximately: 1900 South and 400 West	The Pennsylvania Bridge spanning the South Branch of the Chicago River from the north line of said South Branch of the Chicago River to the south line of said South Branch of the Chicago River, at approximately 1900 South and 400 West, in the West ½ of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, and so much of the Southeast 1/4 as lies west of the South Branch of the Chicago River in Cook County, Illinois.
Milwaukee & St. Paul Bridge	North Branch of the Chicago River Cherry Av., South of North Av. Approximately: 1550 North and 1050 West	The Milwaukee & St. Paul Bridge spanning the North Branch of the Chicago River from the North line of said North Branch of the Chicago River to the south line of said North Branch of the Chicago River, at approximately 1550 North and 1050 West, in the West ½ of the Northeast 1/4 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
Chicago & Northwestern Bridge	North Branch of the Chicago River South of Kinzie St. and East of Canal St. Approximately: 350 North and 500 West	The Chicago & Northwestern Bridge spanning the North Branch of the Chicago River from the east line of said North Branch of the Chicago River to the west line of said North Branch of the Chicago River, at approximately 350 North and 500 West, in the original town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

DESIGNATION OF CONTINENTAL AND COMMERCIAL NATIONAL
BANK BUILDING AT 208 SOUTH LASALLE STREET
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, held its meeting on December 3, 2007 to consider an ordinance recommending that the Continental and Commercial National Bank Building at 208 South LaSalle Street be designated as a Chicago landmark, having had the same under advisement, the Committee on Historical Landmark Preservation 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) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to 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 Continental and Commercial National Bank Building, located at 208 South LaSalle Street, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building, through its scale, use of the Classical Revival architectural style, and quality of overall design, helped redefine the image of LaSalle Street, renowned as the financial center of both Chicago and the Midwest, as a "canyon" of tall, Classical Revival-style buildings in the early twentieth century; and

WHEREAS, The Building epitomizes the Classical Revival architectural style as it was used for large-scale commercial and bank buildings, an important aspect of Chicago's architectural and economic history; and

WHEREAS, The Building is a significant example of a Classical Revival-style commercial building; and

WHEREAS, The Building, through its use of stone and terra cotta, displays excellent Classical Revival-style craftsmanship and ornamentation; and

WHEREAS, The Building was designed by the significant Chicago architectural firm of D. H. Burnham and Co., and Daniel H. Burnham, the firm's founder and principal architect, personally guided the building's design; and

WHEREAS, Burnham was one of the most significant architects in Chicago, noteworthy for his pioneering work, with early partner John Wellborn Root, in the development of steel-frame commercial architecture, commonly called Chicago School architecture; and

WHEREAS, Burnham helped popularize the Classical Revival style with his leadership role in the design and construction of the World's Columbian Exposition fairgrounds in Jackson Park, one of Chicago's most significant historical events and a seminal event in the history of American architecture; and

WHEREAS, Burnham, working with Edward Bennett, conceived the Plan of Chicago, which envisioned a city of grandly-scaled, Classical Revival-style buildings; and

WHEREAS, The Building, as one of Burnham's last buildings, epitomizes the type of large-scale, Classical Revival-style building that he envisioned for 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, retaining its original location, overall design, historic building materials and the great majority of significant exterior details; and

WHEREAS, On July 12, 2007, 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.

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

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

Exhibit "A".

Continental And Commercial National Bank Building.

208 South LaSalle Street.

Property Description.

Legal Description:

Full parcel located on Block 97 of the School Section Addition of Chicago, Cook County, Illinois.

Address Commonly Known As:

208 South LaSalle Street.

Permanent Index Number:

17-16-220-001-0000.

DESIGNATION OF DOVER STREET DISTRICT
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider an ordinance recommending that the Dover Street District be designated as a Chicago landmark, predominantly the 4500, 4600 and 4700 blocks of North Dover Street and 4742 -- 4754 North Beacon Street (even addresses

only), having had the same under advisement, the Committee on Historical Landmark Preservation 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) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Dover Street District, predominately the 4500, 4600 and 4700 blocks of North Dover Street, and 4742 -- 4754 North Beacon Street (even addresses only), as more precisely described in Exhibits A and B attached hereto and incorporated herein (the "District"), meets four (4) criteria for landmark designation as set forth in § 2-120-620 (1), (4), (5) and (6) of the Municipal Code; and

WHEREAS, The District exemplifies the high-quality residential architecture constructed in Chicago's neighborhoods during the late nineteenth and early twentieth centuries; and

WHEREAS, The District is an example of a speculative, planned suburban-style neighborhood, originally located in a semi-rural landscape distant for Chicago's industrial center, that represents themes of early suburban development in the United States; and

WHEREAS, The residential growth of the District reflects broader trends in Chicago's social history, as commuter railroads, followed by elevated rapid transit, opened up outlying neighborhoods for residential development; and

WHEREAS, The District is a visually-distinctive, high quality and well preserved group of single-family houses, flat buildings, and small apartment buildings constructed between 1893 and 1927; and

WHEREAS, The District is distinctive for its examples of architectural styles of importance in the history of Chicago architecture, including Second Empire, Queen Anne, Classical Revival, Tudor Revival, Prairie, and American Four Square; and

WHEREAS, Nationally significant architect James Gamble Rogers designed ten (10) of the earliest buildings in the District between 1900 and 1904, and these handsomely-detailed, single-family houses helped to set the District's early visual character; and

WHEREAS, Collectively, the ensemble of Rogers' houses in the District represent a significant and early ensemble of this important architect's work; and

WHEREAS, The visual character and open quality of the District are the result of speculative, planned development based on suburban ideals of the late nineteenth century; and

WHEREAS, The District displays a distinct visual unity based on period of construction, building setbacks, overall building designs, size, use of building materials and overall detailing; and

WHEREAS, The natural elevation of the land and the closed vistas on North Dover Street distinguish the District from surrounding blocks, creating a distinct sense of place in the District; and

WHEREAS, The District 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, with its buildings retaining their original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On October 4, 2007, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the District 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 District 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 District, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, visible from public rights-of-way.

SECTION 4. The Commission is hereby directed to create a suitable plaque or signage appropriately identifying said landmark and to affix the signage in the District 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. 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. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Dover Street District.

Boundary Description.

The Dover Street District consists of the properties within the following boundaries: starting at the intersection of the west line of North Dover Street and north line of West Sunnyside Avenue; thence west along said north line of West Sunnyside Avenue to its intersection with the west line of the north/south alley parallel to and immediately west of North Dover Street; thence northwest along aforesaid west line of the north/south alley parallel to and immediately west of North Dover Street to its intersection with the

south line of West Lawrence Avenue; thence east along said south line of West Lawrence Avenue to its intersection with the west line of North Beacon Street; thence south along said west line of North Beacon Street to its intersection with the south line of Lot 220 in the Sheridan Drive Subdivision in the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian; thence west along said south line of Lot 220 in the Sheridan Drive Subdivision in the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian to its intersection with the east line of the north/south alley parallel to and immediately east of North Dover Street; thence southeast along said east line of the north/south alley parallel to and immediately east of North Dover Street to its intersection with the north line of West Sunnyside Avenue; then west along aforesaid north line of West Sunnyside Avenue to the point of origin, all in Cook County, Illinois.

Dover Street District.

Address Range.

North Beacon Street, 4740 -- 4754 (evens)

North Dover Street, 4500 -- 4556 (evens)

North Dover Street, 4501 -- 4553 (odds)

North Dover Street, 4600 -- 4757(evens/odds)

West Lawrence Avenue, 1401 -- 1461 (odds)

West Leland Avenue, 1418 -- 1437 (evens/odds)

West Leland Avenue, 1447 -- 1459 (odds)

West Leland Avenue, 1446 -- 1460 (evens)

West Sunnyside Avenue, 1354 -- 1414 (evens)

West Wilson Avenue, 1356 -- 1374 (evens); and

West Wilson Avenue, 1400 -- 1416 (evens/odds).

[Map of Dover Street Landmark District attached
to this Boundary Description printed
on page 17271 of this *Journal*.]

*Dover Street Landmark
District Map.*

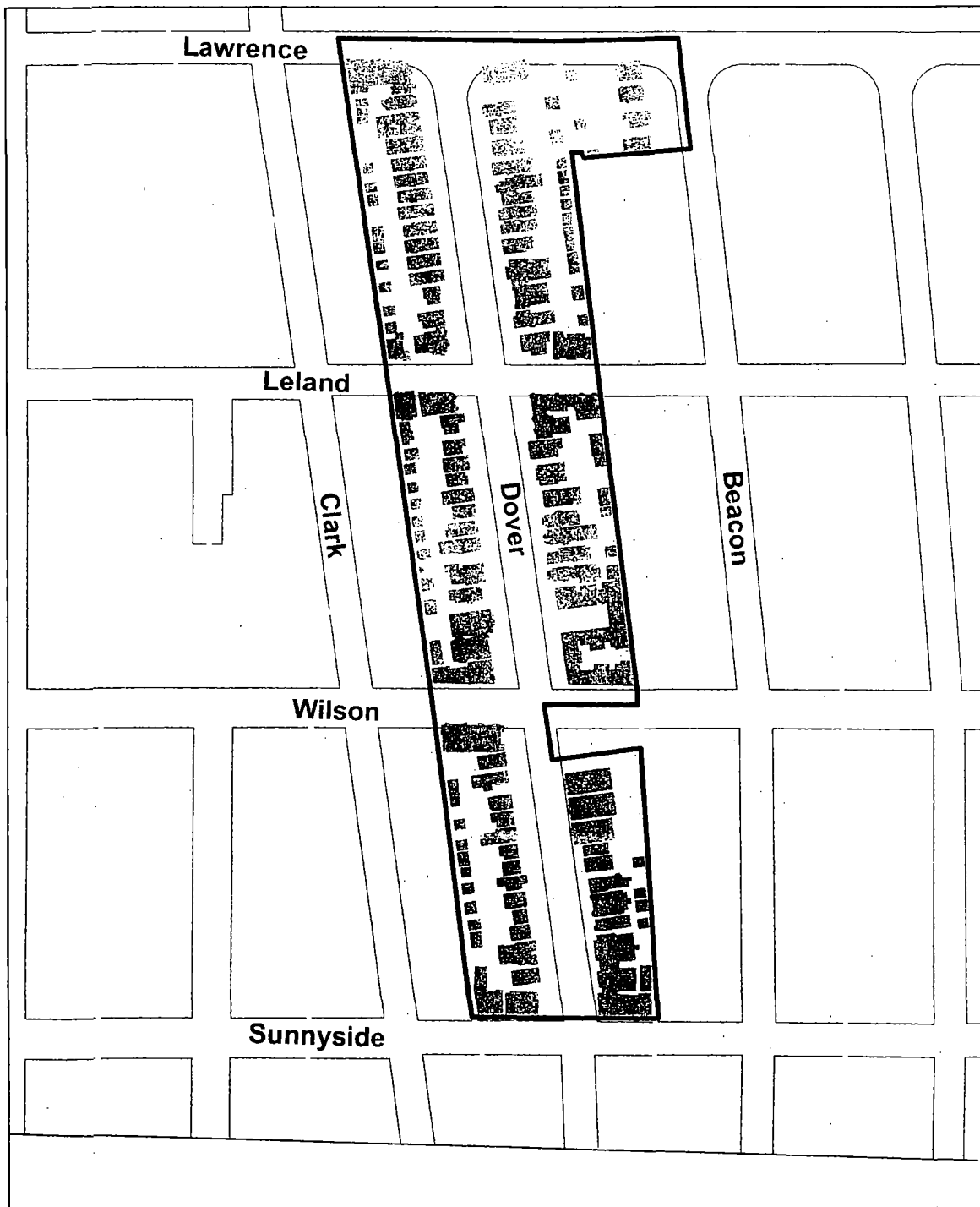


Exhibit "B".

Dover Street District Legal Descriptions.
(Page 1 of 28)

Building Address	PIN	Legal Description
1410 W. Sunnyside Av.	14-17-114-038-1001 through -1007	Le Soleil Condominium, as defined in the Declaration recorded as Document No. 910213734, as amended from time to time, and as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit G	14-17-114-038-1001	Unit Garden together with its undivided percentage interest in the common elements in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit 1N	14-17-114-038-1002	Unit 1N in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit 2N	14-17-114-038-1003	Unit 2N in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit 3N	14-17-114-038-1004	Unit 3N in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit 1S	14-17-114-038-1005	Unit 1S in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
(Page 2 of 28)

Building Address	PIN	Legal Description
1410 W. Sunnyside Av. Unit 2S	14-17-114-038-1006	Unit 2S in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1410 W. Sunnyside Av. Unit 3S	14-17-114-038-1007	Unit 3S in Le Soleil Condominium, as delineated on a plat of the following described real estate: Lot 3 (except that part thereof described as follows: starting at the Southeast corner of said Lot running West 103 feet, thence North at a 90 degree angle to the North Line of said Lot; thence East along the North Line of said Lot to the lot line of Dover St., thence along the East line of said Lot to point of beginning), in Paulus Addition to Sheridan Drive Subdivision in the South 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4500-02 N. Dover St.	14-117-11-039-1001 through -1006	4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4500-02 N. Dover St. Unit 1S	14-17-114-039-1001	Unit 1S in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4500-02 N. Dover St. Unit 1N	14-17-114-039-1002	Unit 1N in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4500-02 N. Dover St. Unit 2S	14-17-144-039-1003	Unit 2S in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
(Page 3 of 28)

Building Address	PIN	Legal Description
4500-02 N. Dover St. Unit 2N	14-17-114-039-1004	Unit 2N in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4500-02 N. Dover St. Unit 3S	14-17-114-039-1005	Unit 3S in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4500-02 N. Dover St. Unit 3N	14-17-114-039-1006	Unit 3N in 4500-02 North Dover Condominium as delineated on a survey of the following described real estate: That part of Lot 3 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian starting at the southeast corner of above Lot running thence west 103 feet; thence north at a 90 degree angle to north line of said lot; thence east along north line of said lot to lot line on Dover St.; thence southerly along east line of said lot to point of beginning in Cook County, Illinois.
4506 N. Dover St.	14-17-114-029	Lot 4 in Paulus Addition to Sheridan Drive, being a Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4512-14 N. Dover St.	14-17-114-041-1001 through -1004	The Savannah Condominium as delineated on a plat of survey of the following described tract of land: Lot 320 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of said section which lies North of the South 800 feet thereof and East 1/2 of Green Bay Road in Cook County, Illinois, which plat of survey is attached to Exhibit "A" to the Declaration of Condominium recorded as 94969707.
4512-14 N. Dover St. Unit 4512-1	14-17-114-041-1001	Unit 4512-1 in the Savannah Condominium as delineated on a plat of survey of the following described tract of land: Lot 320 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of said section which lies North of the South 800 feet thereof and East 1/2 of Green Bay Road in Cook County, Illinois, which plat of survey is attached to Exhibit "A" to the Declaration of Condominium recorded as 94969707 together with its undivided percentage interest in the common elements.
4512-14 N. Dover St. Unit 4512-2	14-17-114-041-1002	Unit 4512-2 in the Savannah Condominium as delineated on a plat of survey of the following described tract of land: Lot 320 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of said section which lies North of the South 800 feet thereof and East 1/2 of Green Bay Road in Cook County, Illinois, which plat of survey is attached to Exhibit "A" to the Declaration of Condominium recorded as 94969707 together with its undivided percentage interest in the common elements.

Exhibit "B".

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Building Address	PIN	Legal Description
4512-14 N. Dover St. Unit 4514-1N	14-17-114-041-1003	Unit 4514-1N in the Savannah Condominium as delineated on a plat of survey of the following described tract of land: Lot 320 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of said section which lies North of the South 800 feet thereof and East 1/2 of Green Bay Road in Cook County, Illinois, which plat of survey is attached to Exhibit "A" to the Declaration of Condominium recorded as 94969707 together with its undivided percentage interest in the common elements.
4512-14 N. Dover St. Unit 4514-2N	14-17-114-041-1004	Unit 4514-2N in the Savannah Condominium as delineated on a plat of survey of the following described tract of land: Lot 320 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of said section which lies North of the South 800 feet thereof and East 1/2 of Green Bay Road in Cook County, Illinois, which plat of survey is attached to Exhibit "A" to the Declaration of Condominium recorded as 94969707 together with its undivided percentage interest in the common elements.
4516 N. Dover St.	14-17-114-027	Lot 9 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4520 N. Dover St.	14-17-114-026	Lot 8 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4522 N. Dover St.	14-17-114-025	Lot 7 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4526 N. Dover St.	14-17-114-024	Lot 6 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4530 N. Dover St.	14-17-114-023	Lot 5 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4534 N. Dover St.	14-17-114-022	Lot 4 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4536 N. Dover St.	14-17-114-021	Lot 3 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4540 N. Dover St.	14-17-114-020	Lot 2 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois.
4542 N. Dover St.	14-17-114-018 14-17-114-019	Parcel 1: Lot 1 in the Subdivision of Lots 314, 315, 316, 317, 318 and 319 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and East of Green Bay Road in Cook County, Illinois. Parcel 2: South 10 feet of Lot 313 in Sheridan Drive Subdivision of the Northwest 1/4 of Section, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4548 N. Dover St.	14-17-114-017	The North 40 feet of Lot 313 in Sheridan Drive Subdivision in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4552 N. Dover St.	14-17-114-016	The South 37 feet of Lot 312 in Sheridan Drive Subdivision in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West 1/2 of said Northwest 1/4 Section which lies North of the South 800 feet thereof and West of Green Bay Road, in Cook County, Illinois.
4556-58 N. Dover St.	14-17-114-015	Lot 311 and the Northerly 13 feet of Lot 312 in the Sheridan Drive Subdivision being a Subdivision of the North 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West 1/2 of said Northwest 1/4 of said Section, which lies North of the South 800 feet thereof, and East of Green Bay Road, in Cook County, Illinois together with the tenements and appurtenances thereunto belonging.
4501-03 N. Dover St.	14-17-115-015	Lot 1 (except a strip along the northerly side thereof) and described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning) in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
4507-09 N. Dover St.	14-17-115-034-1001 through -1006	The 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246, in Cook County, Illinois.

Exhibit "B".

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Building Address	PIN	Legal Description
4507-09 N. Dover St. Unit 1S	14-17-115-034-1001	Unit 1 South in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.
4507-09 N. Dover St. Unit 2S	14-17-115-034-1002	Unit 2 South in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.
4507-09 N. Dover St. Unit 3S	14-17-115-034-1003	Unit 3 South in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4507-09 N. Dover St. Unit 1N	14-17-115-034-1004	Unit 1 North in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 if the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.
4507-09 N. Dover St. Unit 2N	14-17-115-034-1005	Unit 2 North in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 if the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.
4507-09 N. Dover St. Unit 3N	14-17-115-034-1006	Unit 2 North in the 4507-09 N. Dover Street Condominium, as delineated on the survey of a portion of the following property: that part of Lot 1 in resubdivision of Lots 1 and 2 in Paulus Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point in the northerly line of said lot, 34 feet 7 and 1/2 inches, thence easterly 32 feet 8 and 1/2 inches to a point 2 inches south of the north line of said lot, thence north 2 inches to the north line of said lot, thence westerly along the north line of said lot to the point of beginning; also Lot 2 in the resubdivision of lots 1 and 2 in Paulus Addition to Sheridan Drive Subdivision in the West 1/2 if the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Doc. 93344246 together with its undivided percentage interest in the common elements as defined and set forth in the Declaration of Condominium, in Cook County, Illinois.
4511-13 N. Dover St.	14-17-115-035-1001 through -1015	Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit G	14-17-115-035-1001 14-17-115-035-1011	Unit Garden and P-4 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4511-13 N. Dover St. Unit 1N	14-17-115-035-1002 14-17-115-035-1008	Unit 4513-1 and P-1 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit 2N	14-17-115-035-1003 14-17-115-035-1009	Unit 4513-2 and P-2 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit 3N	14-17-115-035-1004 14-17-115-035-1010 14-17-115-035-1015	Unit 4513-3, P-3 and P-8 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit 1S	14-17-115-035-1005 14-17-115-035-1014	Unit 4511-1 and P-7 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit 2S	14-17-115-035-1006 14-17-115-035-1013	Unit 4511-2S and P-6 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4511-13 N. Dover St. Unit 3S	14-17-115-035-1007 14-17-115-035-1012	Unit 4511-3S and P-5 together with its undivided percentage interest in the common elements in Dover Square Condominium as delineated and defined in the declaration recorded as Document #96727919, as amended, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4517 N. Dover St.	14-17-115-012	That part of Lot 254 lying northerly of a line drawn easterly and westerly through said Lot 254, parallel with and 15 feet northerly of the south line thereof in Sheridan Drive Subdivision, a subdivision of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4521 N. Dover St.	14-17-115-037-1001 through -1006 (underlying PIN: 14-17-115-011)	The 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010.

*Exhibit "B".**Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4521-23 N. Dover St. Unit 4521-1	14-17-115-037-1001	Unit 4521-1 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.
4521-23 N. Dover St. Unit 4521-2	14-17-115-037-1002	Unit 4521-2 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.
4521-23 N. Dover St. Unit 4521-3	14-17-115-037-1003	Unit 4521-3 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.
4521-23 N. Dover St. Unit 4523-1	14-17-115-037-1004	Unit 4523-1 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.
4521-23 N. Dover St. Unit 4523-2	14-17-115-037-1005	Unit 4523-2 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4521-23 N. Dover St. Unit 4523-3	14-17-115-037-1006	Unit 4523-3 in the 4521 N. Dover Condominium Association as delineated on a survey of the following described real estate: Lot 255 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 with that part of the west 1/2 of the Northwest 1/4 which lies north of the south 800 feet thereof and east of Green Bay Road of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded April 28, 2004 as Document # 0411918010, together with its undivided interest in the common elements.
4525 N. Dover St.	14-17-115-010	That part of Lot 256 described as follows: beginning at the Southeast corner of said lot, thence along the southerly line of said lot to the Southwest corner thereof, thence along the westerly line of said lot 37 and 1/2 feet; thence in a Northeasterly direction to a point on the Easterly line of said lot, 12.53 feet Southeasterly from the Northeast corner of said lot; thence Southeasterly along the Easterly line of said lot, 37.81 feet to the point of beginning in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4531 N. Dover St.	14-17-115-009	That part of Lots 256 and 257 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, described as follows: beginning at a point in westerly line of side lot 257, 25 feet southeasterly from the northwest corner of said lot 257, running thence southeasterly along the westerly line of said lots 257 and 256, 37 and 1/2 feet; thence Northeasterly to a point on the Easterly line of said lot 256; thence Northwesterly along east line of said lots 256 and 257, 37.60 feet; thence southwesterly to the point of beginning, in Cook County, Illinois.
4533 N. Dover St.	14-17-115-008	That part of Lot 257 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, described as follows: beginning at the Northwest corner of said Lot 257, running thence along the Northerly line of said lot to the Northeast corner thereof; running thence along the Easterly line of said lot to the Northeast corner thereof; running thence along the Easterly line of said lot 25-7/100 feet; running thence in a southwesterly direction to a point in the Westerly line of said lot which is 25 feet southeasterly from the Northwest corner of said lot; running thence Northwesterly to the point of beginning, in Cook County, Illinois.
4537 N. Dover St.	14-17-115-007	Lot 258 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4543 N. Dover St.	14-17-115-006	Lot 259 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

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Building Address	PIN	Legal Description
4547 N. Dover St.	14-17-115-005	Lot 260 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4551 N. Dover St.	14-17-115-028	The South 25 feet of Lot 261 in Sheridan Drive Subdivision, being a subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
1410-14 W. Wilson Av.	14-17-107-035	Lot 1 in W. C. Arp's Subdivision of Lot 310 in Sheridan Drive Subdivision of the North three-quarters of the East one-half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4600-04 N. Dover St.	14-17-107-041-1001 through -1006 (underlying PIN: 14-17-107-036)	Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 1N	14-17-107-041-1001	Unit 1N together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 1S	14-17-107-041-1002	Unit 1S together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 2N	14-17-107-041-1003	Unit 2N together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 2S	14-17-107-041-1004	Unit 2S together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 3N	14-17-107-041-1005	Unit 3N together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.
4600-04 N. Dover St. Unit 3S	14-17-107-041-1006	Unit 3S together with its undivided percentage interest in the common elements in Dover Wilson Condominium as delineated and defined in the Declaration recorded as Document #0411931080, in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4606-08 N. Dover St. Unit 4606-1S	14-17-107-040-1001 through -1008 (underlying PIN: 14-17-107-034)	Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4606-1S	14-17-107-040-1001	Unit 4606-1 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4606-2S	14-17-107-040-1002	Unit 4606-2 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4606-3S	14-17-107-040-1007	Unit 4606-3 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4608-1	14-17-107-040-1004	Unit 4608-1 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4608-2	14-17-107-040-1008	Unit 4608-2 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4606-08 N. Dover St. Unit 4608-03	14-17-107-040-1006	Unit 4608-3 together with its undivided percentage in the common elements in Dover Condominium, as delineated and defined in the Declaration recorded as Document #92-868765, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4610-12 N. Dover St.	14-17-107-033	Lot 308 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4616 N. Dover St.	14-17-107-032	Lot 307 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4618-20 N. Dover St.	14-14-107-030 14-17-107-031	The South 17 feet of Lot 305 (except that part thereof, if any lying within the North 33 feet of Lot 305) and all of Lot 306 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4626 N. Dover St.	14-17-107-029	The North 33 feet of Lot 305 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4630 N. Dover St.	14-17-107-028	Lot 6 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4634 N. Dover St.	14-17-107-027	Lot 5 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4636 N. Dover St.	14-17-107-026	Lot 4 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4640 N. Dover St.	14-17-107-025	Lot 3 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4644 N. Dover St.	14-17-107-024	Lot 2 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4646 N. Dover St.	14-17-107-023	Lot 1 in the Subdivision of Lots 301, 302, 303 and 304 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4652 N. Dover St.	14-17-107-022	Lot 300 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of the West 1/2 of the Northwest 1/4 of Section 17 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4656-58 N. Dover St.	14-17-107-038	Lot 299 (except the westerly 46 feet as measured along the southerly line thereof) in Sheridan Drive Subdivision in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
1457-59 W. Leland Av.	14-17-107-039	The westerly 46 feet (as measured along the southerly line) of Lot 299 in Sheridan Drive Subdivision in the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
4601-17 N. Dover St.	14-17-108-009	Lots 1 to 5 inclusive, 10, 11 and private alley between Lots 1, 2, and 3 and Lot 11 and between Lots 10 and 11 in the Resubdivision of Lots 263 to 269 inclusive in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

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Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4619 N. Dover St.	14-17-108-008	Lot 6 in the Resubdivision of Lots 263 to 269 inclusive in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4625 N. Dover St.	14-17-108-024-1001 through -1003	North Dover Condominium, as delineated and defined in the declaration recorded as Document Number 99843142, as amended from time to time, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4625 N. Dover St. Unit G	14-17-108-024-1001	Unit 4625-GA together with its undivided percentage interest in the common elements in the North Dover Condominium, as delineated and defined in the declaration recorded as Document Number 99843142, as amended from time to time, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4625 N. Dover St. Unit 1	14-17-108-024-1002	Unit 4625-1 together with its undivided percentage interest in the common elements in the North Dover Condominium, as delineated and defined in the declaration recorded as Document Number 99843142, as amended from time to time, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4625 N. Dover St. Unit 2	14-17-108-024-1003	Unit 4625-2 together with its undivided percentage interest in the common elements in the North Dover Condominium, as delineated and defined in the declaration recorded as Document Number 99843142, as amended from time to time, in the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4629 N. Dover St.	14-17-108-006	Lot 8 in the Resubdivision of Lots 263 to 269 inclusive in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4633 N. Dover St.	14-17-108-005	Lot 9 in the Resubdivision of Lots 263 to 269 inclusive in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4637 N. Dover St.	14-17-108-004	Lot 270 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4641 N. Dover St.	14-17-108-003	Lot 271 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4647 N. Dover St.	14-17-108-002	Lot 272 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4649-51 N. Dover St. Unit 1427-1	14-17-108-025-1001 through -1019	Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1427-1	14-17-108-025-1001	Unit 1427-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1427-2	14-17-108-025-1002	Unit 1427-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1427-3	14-17-108-025-1003	Unit 1427-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1429-1	14-17-108-025-1004	Unit 1429-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.

*Exhibit "B".**Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4649-51 N. Dover St. Unit 1429-2	14-17-108-025-1005	Unit 1429-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1429-3	14-17-108-025-1006	Unit 1429-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1431-G	14-17-108-025-1007	Unit 1431-G in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1431-1	14-17-108-025-1008	Unit 1431-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1431-2	14-17-108-025-1009	Unit 1431-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4649-51 N. Dover St. Unit 1431-3	14-17-108-025-1010	Unit 1431-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1433-1	14-17-108-025-1011	Unit 1433-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1433-2	14-17-108-025-1012	Unit 1433-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1433-3	14-17-108-025-1013	Unit 1433-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 1469-1	14-17-108-025-1014	Unit 1469-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.

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Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4649-51 N. Dover St. Unit 4649-2	14-17-108-025-1015	Unit 4649-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 4649-3	14-17-108-025-1016	Unit 4649-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 4651-1	14-17-108-025-1017	Unit 4651-1 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 4651-2	14-17-108-025-1018	Unit 4651-2 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.
4649-51 N. Dover St. Unit 4651-3	14-17-108-025-1019	Unit 4651-3 in the Dover Leland Condominiums as delineated on a survey of the following described real estate: Lot 273 and Lot 274 in Sheridan Drive Subdivision, a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 99-391196 together with its undivided interest in the common elements, all in Cook County, Illinois.

Exhibit "B".

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Building Address	PIN	Legal Description
1458 W. Leland Av./ 4700 N. Dover St.	14-17-101-028-1001 through -1008	Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
1458 W. Leland Av. Unit 1	14-17-101-028-1008	Unit 1458-1 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
1458 W. Leland Av. Unit 2	14-17-101-028-1005	Unit 1458-2 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
1458 W. Leland Av. Unit 3	14-17-101-028-1006	Unit 1458-3 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
4700 N. Dover St. Unit 1	14-17-101-028-1001	Unit 4700-1 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4700 N. Dover St. Unit 2	14-17-101-028-1002	Unit 4700-2 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
4700 N. Dover St. Unit 3	14-17-101-028-1003	Unit 4700-3 in Dover Court Condominium as delineated on a survey of the following described real estate: the South 15 feet of Lot 296, all of Lot 298 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number LR 3424585 together with its undivided interest in the common elements, all in Cook County, Illinois.
4708 N. Dover St.	14-17-101-024	The North 35 feet of Lot 297 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4714 N. Dover St.	14-17-101-023	Lot 296 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4716 N. Dover St.	14-17-101-022	The South 33-1/3 feet of Lot 295 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4720 N. Dover St.	14-17-101-021	The South 16-2/3 feet of Lot 294 and Lot 295 (except the South 33-1/3 feet thereof) in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4722 N. Dover St.	14-17-101-020	Lot 294 (except the South 16-2/3 feet thereof) in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4726 N. Dover St.	14-17-101-019	The South 33-1/3 feet of Lot 293 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

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Building Address	PIN	Legal Description
4730 N. Dover St.	14-17-101-018	The South 16-2/3 feet of Lot 292 and the North 16-2/3 Feet of Lot 293 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4734 N. Dover St.	14-17-101-017	Lot 292 (except the South 16-2/3 feet thereof) in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4736 N. Dover St.	14-17-101-016	The South 32-1/2 feet of Lot 291 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4738 N. Dover St.	14-17-101-015	The North 17-1/2 feet of Lot 291 and the South 15 Feet of Lot 290 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4742 N. Dover St.	14-17-101-014	Lot 290 (except the South 15 Feet thereof) and the South 5 Feet of Lot 289 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4746-48 N. Dover St.	14-17-101-013	Lot 289 (except the South 5 Feet thereof) and the South 5 Feet of Lot 288 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4750 N. Dover St.	14-17-101-012	The Northerly 35 feet of Southerly 40 Feet of Lot 288 in Sheridan Drive Subdivision, being a subdivision of the North 3/4 of East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, together with that part of West 1/2 of said Northwest 1/4 of Section 17, which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St./ 1453-59 W. Lawrence Av.	14-17-101-030-1001 through -1022	The Condominium described and defined in the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4754-56 N. Dover St. Unit 1A	14-17-101-030-1001	Unit 1A (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 1B	14-17-101-030-1002	Unit 1B (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 1C	14-17-101-030-1003	Unit 1C (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 1D	14-17-101-030-1004	Unit 1D (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 1E	14-17-101-030-1005	Unit 1E (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 1F	14-17-101-030-1006	Unit 1F (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4754-56 N. Dover St. Unit 1G	14-17-101-030-1007	Unit 1G (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2A	14-17-101-030-1008	Unit 2A (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2B	14-17-101-029-1009	Unit 2B (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2C	14-17-101-030-1010	Unit 2C (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2D	14-17-101-030-1011	Unit 2D (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2E	14-17-101-030-1012	Unit 2E (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4754-56 N. Dover St. Unit 2F	14-17-101-030-1013	Unit 2F (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 2G	14-17-101-030-1014	Unit 2G (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 3A	14-17-101-030-1015	Unit 3A (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 3B & C	14-17-101-030-1016 14-17-101-030-1017	Unit 3B & C (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 3D	14-17-101-030-1018	Unit 3D (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit 3EF	14-17-101-030-1019	Unit 3EF (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4754-56 N. Dover St. Unit 3G	14-17-101-030-1020	Unit 3G (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit G	14-17-101-030-1021	Unit G (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4754-56 N. Dover St. Unit A	14-17-101-030-1022	Unit A (together with their respective percentages of ownership of common elements) as delineated on the Survey attached to the Declaration as recorded as Document No. 90-222372 regarding Lot 287 (except the Southerly 40 Feet thereof) in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
1420-26 W. Leland Av.	14-17-102-027-1001 through -1009	Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1420-1	14-17-102-027-1001	Unit 1420-1 and P2 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1420-2	14-17-102-027-1002	Unit 1420-2 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1420-3	14-17-102-027-1003	Unit 1420-3 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1424-1	14-17-102-027-1004	Unit 1424-1 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1424-2	14-17-102-027-1005	Unit 1424-2 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1424-3	14-17-102-027-1006	Unit 1424-3 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Exhibit "B".

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Building Address	PIN	Legal Description
1420-26 W. Leland Av. Unit 1426-1	14-17-102-027-1007	Unit 1426-1 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1426-2	14-17-102-027-1008	Unit 1426-2 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1420-26 W. Leland Av. Unit 1426-3	14-17-102-027-1009	Unit 1426-3 in Leland Heights Condominium as delineated on a survey of the following real estate: Part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1430 W. Leland Av.	14-17-102-015	That part of Lot 275 in Sheridan Drive Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, beginning at the Southwest corner of said Lot 275 thence easterly along the South line of said Lot, 103 feet and 11-1/4 inches to an iron pipe; thence in a northerly direction about 59 feet 6 inches to an iron pipe in the North line of said Lot; thence 110 feet 3 inches Easterly from the Northwest corner of said Lot, thence West along the North line of said Lot 110 feet 3 inches to the Northwest corner thereof; then South along the West line of said Lot 275.
4707 N. Dover St.	14-17-102-014	Lot 276 in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4711-13 N. Dover St.	14-17-102-028-1001	Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit GS	14-17-102-028-1001 through -1015	Unit GS in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit 3N	14-17-102-028-1002 14-17-102-028-1013	Unit 3N in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit 2N	14-17-102-028-1003 14-17-102-028-1014	Unit 2N in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit 1N	14-17-102-028-1004 14-17-102-028-1011 14-17-102-028-1015	Unit 1N in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit 3S	14-17-102-028-1005 14-17-102-028-1008	Unit 3S in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
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Building Address	PIN	Legal Description
4711-13 N. Dover St. Unit 2S	14-17-102-028-1006 14-17-102-028-1010	Unit 2S in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4711-13 N. Dover St. Unit 1S	14-17-102-028-1007 14-17-102-028-1012	Unit 1S in Dover Crest Condominium as delineated and defined in the Declaration recorded as Document #96748481, in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4715-19 N. Dover St.	14-17-102-012	Lot 278 in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4723 N. Dover St.	14-17-102-011	Lot 279 in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4725 N. Dover St.	14-17-102-010	Lot 3 in the resubdivision of Lot 280 and 281 in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4729 N. Dover St.	14-17-102-009	Lot 2 in the resubdivision of Lot 280 and 281 in Sheridan Drive Subdivision, a being subdivision of the North three quarters of the East half of the Northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of the West half of said Northwest quarter of Section which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.
4731 N. Dover St.	14-17-102-008	Lot 1 in resubdivision of Lot 280 and 281 (except the North 16 2/3 feet thereof) in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4735 N. Dover St.	14-17-102-007	Lot 282 (except the North 33 1/3 feet thereof) and the North 16 and 2/3 feet of Lot 281 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4737 N. Dover St.	14-17-102-006	The Northerly 33-1/3 feet of Lot 282 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4741 N. Dover St.	14-17-102-005	Lot 283 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4745 N. Dover St.	14-17-102-029-1001 through -1006	4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4745 N. Dover St. Unit 1W	14-17-102-029-1001	Unit 1W in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Dover Street District Legal Descriptions.
(Page 28 of 28)

Building Address	PIN	Legal Description
4745 N. Dover St. Unit 2W	14-17-102-029-1002	Unit 2W in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4745 N. Dover St. Unit 3W	14-17-102-029-1003	Unit 3W in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4745 N. Dover St. Unit 1E	14-17-102-029-1004	Unit 1E in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4745 N. Dover St. Unit 2E	14-17-102-029-1005	Unit 2E in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4745 N. Dover St. Unit 3E	14-17-102-029-1006	Unit 3E in the 4754 N. Dover St. Condominium, as delineated on a survey as: the south 50 feet of Lot 284 in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
4749 N. Dover St.	14-17-102-003	Lot 284 (except the south 35 feet thereof) and the South 17 feet of Lot 285 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4753 N. Dover St.	14-17-102-002	Lot 285 (except the south 17 feet thereof) and the South 3 feet of Lot 286 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
1421-33 W. Lawrence Av.	14-17-102-001	Lot 286 (except the South 3 feet thereof) in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4742 N. Beacon St.	14-17-102-020	Lot 220 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4748 N. Beacon St.	14-17-102-019	Lot 219 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4752 N. Beacon St.	14-17-102-018	Lot 218 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
4754 N. Beacon St.	14-17-102-017	Lot 217 in Sheridan Drive Resubdivision, being a subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

DESIGNATION OF (FORMER) ENGINE COMPANY 42
FIREHOUSE AT 228 WEST ILLINOIS STREET
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider an ordinance recommending that the (Former) Engine Company 42 Firehouse at 228 West Illinois Street be designated as a Chicago landmark, having had the same under advisement, the Committee on Historical Landmark Preservation begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 (Former) Engine Company 42 Firehouse, located at 228 West Illinois Street, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620(1), (4) and (6) of the Municipal Code; and

WHEREAS, The (Former) Engine Company 42 Firehouse exemplifies the historic importance of the City of Chicago's commitment to fire protection as an important function of city government and represents the significant role of fire protection in providing for the health, safety and welfare of the citizens of Chicago; and

WHEREAS, The (Former) Engine Company 42 Firehouse bears witness to the growth and development of Chicago during the late nineteenth century as the City grew to become the United States' second largest city; and

WHEREAS, The (Former) Engine Company 42 Firehouse is a significant example of the "Storefront"-style firehouse, an early and important design in the evolution of the neighborhood firehouse; and

WHEREAS, The (Former) Engine Company 42 Firehouse reflects, through its overall design and materials, the days of horse-drawn fire equipment an important and early era in the evolution of the Chicago Fire Department; and

WHEREAS, The (Former) Engine Company 42 Firehouse features high-quality materials and fine craftsmanship as evidenced by distinctive masonry work and fine wood and metal details which demonstrate the efforts of the Fire Department to be responsive to the surrounding neighborhood's architectural character; and

WHEREAS, The (Former) Engine Company 42 Firehouse, together with the twelve (12) Historic Chicago Firehouses (previously designated as Chicago landmarks in 2003), collectively represent and express Chicago's commitment to neighborhood fire protection throughout Chicago's history; and

WHEREAS, The (Former) Engine Company 42 Firehouse shares common attitudes toward design, form, siting, scale and massing with the previously-designated twelve (12) Historic Chicago Firehouses that collectively demonstrate the evolution of this important building type; and

WHEREAS, The (Former) Engine Company 42 Firehouse retains sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, retaining its original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On October 4, 2007, 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 (Former) Engine Company 42 Firehouse 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 (Former) Engine Company 42 Firehouse, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, of 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. 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. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

(Former) Engine Company 42 Firehouse

228 West Illinois Street

Property Description.

Legal Description:

Lots 19 and 20 in Newberry's Addition to Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Address Commonly Known As:

228 West Illinois Street.

Permanent Index Number:

17-09-244-005-0000.

DESIGNATION OF ROANOKE BUILDING AND TOWER
AT 11 SOUTH LASALLE STREET AS
CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider an ordinance recommending that the Roanke Building and Tower at 11 South LaSalle Street be designated as a Chicago landmark, having had the same under advisement, the Committee on Historical Landmark Preservation begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to 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 Roanoke Building and Tower, located at 11 South LaSalle Street, as more precisely described in Exhibit A attached hereto and incorporated herein (the "Building"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building exemplifies the history of LaSalle Street as the historic business and financial center of Chicago and the Midwest; and

WHEREAS, The Building's tower addition was one of the first physical expressions of the 1923 zoning law that allowed the construction of soaring, narrow towers rising from lower, broader building bases; and

WHEREAS, The Building is a fine and unusual example of a high-rise commercial building that combines an original, relatively low building with a later, tall and narrow tower addition, exemplifying changing Chicago building and zoning laws as applied to skyscraper construction in the early twentieth century; and

WHEREAS, The Building is an unusual example, in the context of Chicago, of ornate terra-cotta decoration in the Portuguese Gothic Revival architectural style, and exhibits fine craftsmanship in the use of terra cotta; and

WHEREAS, The Building is the work of Holabird and Roche, one of Chicago's most significant architectural firms, responsible for such Chicago landmarks as the Chicago, Marquette, and Brooks Buildings, as well as the south addition to the Monadnock Building; and

WHEREAS, The Building's tower addition was a collaborative effort between Holabird and Roche and the young Chicago architect Andrew N. Rebori, one of the brightest and most iconoclastic architects working in the city in the 1920s and 1930s and the designer of such Chicago Landmarks as the Fisher Studio Homes and Madonna della Strada Chapel; 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, retaining its original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On August 2, 2007, 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.

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

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

Exhibit "A".

Roanoke Building And Tower

11 South LaSalle Street

Property Description.

Legal Description:

Parcel 1.

The north 90 feet of Lot 1 and that part of the north 90 feet of Lot 2 in subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 of School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which lies east of a line extending south from a point on the north line of said Lot 2 which is 15.24 feet west from the northeast corner thereof, to a point on the south line of said Lot 2 which is 14.90 feet west from the southeast corner thereof.

Parcel 2.

Also Lot 3 and that part of Lot 2 in subdivision (by Chicago Hydraulic Company) of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which lies west of a line extending south from a point on the north line of said Lot 2 which is 15.24 feet west from the northeast corner thereof to a point on the south line of said Lot 2 which is 14.90 feet west from the southeast corner thereof, excepting from the aforementioned part of Lot 2 that portion of said part lying south of the north 90 feet of Lot 2 and falling within the east 15 of Lot 2.

Parcel 3.

Together with Lot 1 (except the south 2 feet thereof) in Major's Subdivision of Sub-lots 4, 5, 6 and 8 and the west 15 feet of Lot 9 (excepting therefrom that part of said Lots 6 and 8 taken for LaSalle Street) in the subdivision of Lots 1 and 2 in Block 118 in School Section Addition to Chicago, Cook County, Illinois, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

11 South LaSalle Street.

Permanent Index Numbers:

17-16-204-001-0000; and

17-16-204-003-0000.

DESIGNATION OF VESEMAN BUILDING AT 444 NORTH
LASALLE STREET AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, held its meeting on December 3, 2007 to consider an ordinance recommending that the Veseman Building at 444 North LaSalle Street be designated as a Chicago landmark, having had the same under advisement, the Committee on Historical Landmark Preservation begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to 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 Vesemen Building at 444 North LaSalle Street, 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 (4) of the Municipal Code; and

WHEREAS, The Building, with its finely-crafted polychromatic terra-cotta facade, exemplifies the importance of the terra-cotta industry in the history of Chicago and Chicago's premier role in the production of this important building material; and

WHEREAS, The Building's terra-cotta facade, constructed in 1930, characterizes the building as one of the finest-surviving and most intact examples of buildings that illustrate the widening and redevelopment of LaSalle Street through the near North Side community area carried out in the late 1920s as part of the overall transportation improvements recommended in the 1909 Plan of Chicago; and

WHEREAS, The Building features highly crafted French-inspired art-deco motifs which make it a significant example of art-deco style terra-cotta design as used for a small-scale Chicago commercial building; and

WHEREAS, The Building's use of pastel-colored terra cotta ornament, featuring hues of green, gray, yellow, orange, blue and bright indigo, is innovative and unique in the context of Chicago architecture; and

WHEREAS, The Building is distinguished by the exceptional quality of its art deco-style ornament, including chevrons, zigzags, stylized floral panels, volutes, scallops and fluted piers that has not been substantially altered from its 1930 appearance; and

WHEREAS, The Building retains sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, with its buildings retaining their original location, overall design, historic building materials, and the majority of significant exterior details; and

WHEREAS, On August 2, 2007, 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.

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".

Veseman Building.

Property Description.

Legal Description:

The south 40 feet of Lots 5 and 6 (except that part of Lot 6 taken and used for LaSalle Street) in Block 5 in the Wolcott's Addition to Chicago in the northeast

quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

444 North LaSalle Street.

Permanent Index Number:

17-09-252-013.

ACCEPTANCE OF RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DEMOLITION OF NON-CONTRIBUTING
BUILDING AT 214 EAST 33RD BOULEVARD.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider an order recommending approval of the proposed demolition of a non-contributing building at 214 East 33rd Boulevard (Calumet-Giles-Prairie District) having had the same under advisement, the Committee on Historical Landmark Preservation begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

It Is Hereby Ordered By The City Council of the City of Chicago:

That in accordance with Section 2-120-825 of the Municipal Code of Chicago, that the recommendation of the Commission on Chicago Landmarks (the "Commission") for the approval of a proposed demolition of the one-story building located at 214 East 33rd Boulevard, a noncontributing building in the Calumet-Giles-Prairie District, be accepted. The Commission's decision approving the proposed demolition is attached hereto as Exhibit A.

This order shall be in full force and effect upon its passage and valid for two (2) years thereafter.

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

Exhibit "A".

City Of Chicago

Commission On Chicago Landmarks

August 2, 2007

*Recommendation To The City Council To Approve
A Proposed Demolition Of A Non-Contributing
Building In A Chicago Landmark District.*

Pursuant to Section 2-120-825 of the Municipal Code governing review of permits for the demolition of forty percent (40%) or more of any building or structure either designated as a "Chicago Landmark" or located in any district designated as a "Chicago Landmark", the Commission on Chicago Landmarks (the "Commission") has reviewed a proposed demolition of:

one-story residential building (originally constructed as a commercial building) owned by Pilgrim Baptist Church and located at 214 East 33rd Boulevard (the "Property") within the Calumet-Giles-Prairie District, a Chicago landmark (the Landmark District"); and

Whereas, The Landmark District is principally comprised of, and significant for, its residential and institutional architecture and streetscapes; and, furthermore, the existing one-story (originally) commercial building is atypical of the building types and architectural styles of the district, nor does it contribute to the historic and architectural character of the district; and

Whereas, The significant historical or architectural features identified in the ordinance designating the Landmark District are all exteriors visible from the public right-of-way; now, therefore,

The Commission on Chicago Landmarks hereby:

1. finds, in accordance with the criteria for review of demolitions in landmark districts established in Article IV of the Commission's Rules and Regulations that the Property is non-contributing to the character of Calumet- Giles-Prairie District, and its demolition will not have a negative effect on the character of the Landmark District;

2. therefore finds, in accordance with Section 2-120-770 of the Municipal Code, that the demolition of the property will not adversely affect any significant historical or architectural features of the Landmark District, and that the demolition is in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings;

3. recommends, in accordance with Section 2-120-825, that the Chicago City Council and its Committee on Historical Landmarks Preservation accept the Commission's approval of the proposed demolition of the Property, subject to providing fencing and landscaping of the Property as agreed to by the applicant following demolition of the building.

The above recommendation was passed unanimously (8-0).

(Signed) David R. Mosena
Chairman

Dated: August 2, 2007.

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, FOR LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on December 3, 2007 to consider seven orders authorizing permit fee waivers for 2151 West Caton Street (Wicker Park District), 11347 South Champlain Avenue (Pullman District), 4605 North Hermitage Avenue (Dr. Wallace C. Abbott House), 1505 West Jackson Boulevard (Jackson Boulevard District), 2120 West Thomas Street (Ukrainain Village District), 926 East 42nd Place (Oakland District) and 1116 East 48th Street (Kenwood District), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

2151 West Caton 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, to the property at:

Address: 2151 West Caton Street ("Property")

District/Building: Wicker Park District

for work generally described as:

new construction of a second story rear addition and an attached garage addition, with interior renovations to the kitchen including plumbing and electrical work; also to include repairs to the roof

by:

Owner: Mary E. Bucaro, Trustee

Owner's Address: 725 Bluff Street

City, State, Zip: Glencoe, Illinois 60622

SECTION 3. The fee waiver authorized by this order shall be effective from August 1, 2007 through August 1, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

11347 South Champlain Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address: 11347 South Champlain Avenue ("Property")

District/Building: Pullman District

for work generally described as:

replacement of shingles on the mansard roof of a historic residential building

by:

Owner: Dionysios and Betty Jane Pavlis

Owner's Address: 11347 South Champlain Avenue

City, State, Zip: Chicago, Illinois 60628

SECTION 3. The fee waiver authorized by this order shall be effective from August 8, 2007 through August 8, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

4605 North Hermitage Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address: 4605 North Hermitage Avenue ("Property")
District/Building: Dr. Wallace C. Abbott House

for work generally described as:

complete interior rehabilitation of an existing historic residential building including the restoration of an existing coach house

by:

Owner: Drew and Kelly Karras
Owner's Address: 4605 North Hermitage Avenue
City, State, Zip: Chicago, Illinois 60640

SECTION 3. The fee waiver authorized by this order shall be effective from September 1, 2007 through September 1, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

1505 West Jackson Boulevard.

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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address: 1505 West Jackson Boulevard ("Property")

District/Building: Jackson Boulevard District

for work generally described as:

replacement of six front windows to a historic residential building

by:

Owner: Ann B. Ward and Darryl W. Young

Owner's Address: 1505 West Jackson Boulevard

City, State, Zip: Chicago, Illinois 60607

SECTION 3. The fee waiver authorized by this order shall be effective from September 1, 2007 through September 1, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

2120 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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, for the property at:

Address:	2120 West Thomas Street ("Property")
District/Building:	Ukrainian Village District

for work generally described as:

new construction of rear addition to existing single-family residence

by:

Owner:	Damon and Diane Lawson
Owner's Address:	2120 West Thomas Street
City, State, Zip:	Chicago, Illinois 60622

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2007 through June 1, 2008, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

926 East 42nd 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address: 926 East 42nd Place ("Property")

District/Building: Oakland District

for work generally described as:

complete gut rehabilitation of an existing historic residential building to include

replacement of the electrical, plumbing and heating systems, and a new rear porch

by:

Owner: Marlene Tarpley
Owner's Address: 7339 South Drexel Avenue
City, State, Zip: Chicago, Illinois 60619

SECTION 3. The fee waiver authorized by this order shall be effective from September 1, 2006 through December 1, 2007, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

1116 East 48th 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 foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. 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 any other ordinances of the City Council to the contrary, for the property at:

Address: 1116 East 48th Street ("Property")
District/Building: Kenwood District

for work generally described as:

remodeling of a kitchen and attached garage including replacement of rear windows and entry doors

by:

Owner: Mark Hansen and Marie Lukens
Owner's Address: 1116 East 48th Street
City, State, Zip: Chicago, Illinois 60615

SECTION 3. The fee waiver authorized by this order shall be effective from January 1, 2006 through January 1, 2007, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS UNDER
ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of Planning and Development authorizing the sale of city-owned properties at 820 West 54th Street and 255 West 106th Street in accordance with the Adjacent Neighbors Land Acquisition Program, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

820 West 54th Street.

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

SECTION 1. The City of Chicago ("City") hereby accepts the bid to purchase the

vacant parcel of property ("Parcel") identified on Exhibit "A" attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") established pursuant to Chapter 2-159-010 of the Municipal Code of the City, which Parcel is located in the 47th/Halsted Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on May 29, 2002, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 85676 through 85904.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful Bidder ("Bidder") identified on Exhibit "A" for the purchase price of One Thousand Two Hundred Ninety-five and no/100 Dollars (\$1,295.00). Such deed shall include a covenant obligating the Bidder to use the Parcel only for use consistent with the land uses permitted under the redevelopment plan for the Area. The conveyance shall also be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. The Bidder acknowledges that if the Bidder develops the Parcel with a residential housing project, as defined under and subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Bidder and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 4. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder:

Deborah C. Borrero.

Address:

818 West 54th Street.

Bid Amount:

\$1,295.00.

Legal Description (subject to title commitment and survey):

Lot 9 in Block 1 in G. W. Cass Subdivision of the north 10 acres of the south 24 acres of the south half of the east half of the southeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

820 West 54th Street
Chicago, Illinois.

Property Index Number:

20-08-422-032-0000.

255 West 106th Street.

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

SECTION 1. The City of Chicago ("City") hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") established pursuant to Chapter 2-159-010 of the Municipal Code of the City.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful Bidder ("Bidder") identified on Exhibit A for the purchase price of Nine Hundred Eighty and no/100 Dollars (\$980.00). The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. The Bidder acknowledges that if the Bidder develops the Parcel with a residential housing project, as defined under and subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Bidder and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 4. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder:

Samantha D. Petties.

Address:

251 West 106th Street.

Bid Amount:

\$980.00.

Legal Description (subject to title commitment and survey):

Lot 82 and the west half of Lot 83 in the subdivision of Lot 26 (except the west 33 feet) in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

255 West 106th Street
Chicago, Illinois.

Property Index Number:

25-16-212-027-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 41 NORTH
MAYFIELD AVENUE TO BRYANT INTERIOR SPACE
AND RENOVATION SERVICES, L.L.C. PURSUANT
TO PRESERVING COMMUNITIES
TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing a sale of city-owned property at 41 North Mayfield Avenue, Unit E, pursuant to the Preserving Communities Together 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 are a substantial number of abandoned, deteriorated and dangerous buildings in the City which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The City has created the Preserving Communities Together ("P.C.T.") Program to help abate the dangers posed by abandoned, deteriorated and dangerous buildings in the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed to rehabilitate them; and

WHEREAS, The City is the owner of the property commonly known as 41 North Mayfield Avenue, Unit E, Chicago, Illinois, and identified by Permanent Index Number 16-08-420-042-0000 (subject to final title commitment and survey, the "Property") which Property is improved with a single-family residence in need of substantial repair and is qualified to be included in the P.C.T. Program; and

WHEREAS, Bryant Interior Space and Renovation Services, L.L.C., an Illinois limited liability company (the "Developer") has proposed to purchase the Property from the City and rehabilitate it for single-family housing in accordance with provisions of the P.C.T. Program; and

WHEREAS, The Department of Housing ("D.O.H.") of the City has reviewed the Developer's application and has recommended that the City Council approve the conveyance of the Property to the Developer for purposes of rehabilitating the single-family home located thereon in accordance with the provisions of the P.C.T. Program; now, therefore,

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

SECTION 1. The sale of the Property to the Developer in the amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer. The Commissioner of D.O.H. is authorized to negotiate and execute a redevelopment agreement with the Developer, and such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 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 inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY WITHIN SOUTH
CHICAGO COMMUNITY AREA TO NEIGHBORSPACE FOR
USE AS OPEN SPACE AND PUBLIC PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

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 8931 South Brandon Avenue, 8933 South Brandon Avenue and 8935 South Brandon 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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, Council *Journal of the Proceedings of the City Council of the City of Chicago*, pages 18970 to 18979, inclusive, the City Council of the City ("City Council") approved the establishment of NeighborSpace, 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 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 for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The Chicago Plan Commission, the Chicago Park District ("C.P.D.") and the City Council have previously prepared and approved that certain planning

document entitled, "CitySpace: An Open Space Plan For Chicago", dated January 1998 (the "Open Space Plan"), which set forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The Open Space Plan set as a goal that each community area in Chicago will have a minimum standard of two (2) acres of open space per one thousand (1,000) residents by 2010 and five (5) acres of open space per one thousand (1,000) residents by 2020; and

WHEREAS, The Open Space Plan found that the South Chicago community area needs additional acreage of additional public open space to meet the minimum standard of five (5) acres of open space per one thousand (1,000) residents; and

WHEREAS, The City Council finds that there is a shortage of public open space and public parks in the South Chicago community areas and the shortage is a serious issue for the community; and

WHEREAS, The City Council finds that open space and public parks are essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, The City owns the Parcels of real property (the "Parcels") listed on Exhibit A attached hereto and make a part hereof, which are located in the South Chicago community area; and

WHEREAS, Neighbor Space has offered to purchase the Parcels for use as public open space, including, without limitation, the maintenance of community gardens; and

WHEREAS, Pursuant to ordinances adopted by the City Council ("City Council") of the City on April 12, 2000, a certain redevelopment plan and project (the "Plan") for the South Chicago Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1, et seq.), the Area was designated as a redevelopment project area pursuant to the Act, and tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs incurred pursuant to the Plan; and

WHEREAS, The Community Development Commission ("C.D.C."), by C.D.C. Resolution 06-CDC-48, adopted on May 9, 2006, authorized the negotiated sale of the Parcels, which are located in the Area, to Neighborspace for One and no/100 Dollars (\$1.00); and

WHEREAS, The City Council finds that the conveyance of the Parcels to Neighborspace for use as public open space will help alleviate the public open space shortage in the South Chicago community areas, is consistent with the Plan and is in the best interests of the City; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Parcels listed on Exhibit A to NeighborSpace for the price of One and no/100 Dollars (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed or deeds conveying the Parcels to NeighborSpace. Such deed(s) shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

“Neighborspace shall allow the Parcels to be used only as open space. The Commissioner of Planning and Development of the City of Chicago shall have authority to release this covenant upon the request of Neighborspace. If Neighborspace allows the Parcels to be used for any purpose other than open space without first obtaining a release of this covenant, the City may re-enter and take possession of the Parcels, terminate the estate conveyed to Neighborspace, and revert title to the Parcels in the City”.

SECTION 3. The Commissioner of the Department of Planning and Development (the “Commissioner”) or a designee of the Commissioner is each hereby authorized, with the approval of the City’s Corporation Counsel as to final form and legality, to negotiate, execute and deliver, or receive on behalf of the City, such other supporting documents as may be necessary or appropriate to convey such Parcels to Neighborspace.

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 inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit “A” referred to this ordinance reads as follows:

*Exhibit "A".**List Of Parcels.*

(Subject To Final Title Commitment And Survey)

Project Name	Address	Permanent Index Numbers/Lot(s)	Community Area	
Artists' Garden	8931 South Brandon Avenue	26-06-220-051/36, 37, 38	46	South Chicago
Artists' Garden	8933 South Brandon Avenue	26-06-220-011/35	46	South Chicago
Artists' Garden	8935 South Brandon Avenue	26-06-220-052/34	46	South Chicago

APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH
 CHICAGO INDOOR SOCCER, L.L.C. FOR SALE AND
 REDEVELOPMENT OF LAND AT 3900 SOUTH
 ASHLAND AVENUE AND 1701 WEST
 PERSHING ROAD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing an amendment to a previously approved land sale to Chicago Indoor Soccer, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 ("City Council") on January 14, 1997 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 36945 and 36947 -- 37309, the 35th and Halsted Tax Increment Financing Area ("Area") and plan ("Plan") were approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.), and tax increment financing was adopted for the Area; and

WHEREAS, By ordinance approved February 11, 2004 and published in the *Journal* for such date at pages 18256 --18258 ("Sale Ordinance"), the City Council approved the sale of certain property located in the Area and commonly known as 3900 South Ashland Avenue and 1701 West Pershing Road which is legally described on Exhibit A attached hereto and made a part hereof ("Property") to Chicago Indoor Soccer, L.L.C., an Illinois limited liability company ("Developer"); and

WHEREAS, Pursuant to the Sale Ordinance, the City and the Developer entered into that certain Agreement for the Sale and Redevelopment of Land dated July 19, 2004 and recorded in the Recorder's Office of Cook County ("Recorder's Office") on March 21, 2005 as Document Number 0508034121 ("Original Agreement"); and

WHEREAS, Pursuant to the Original Agreement, the City conveyed the Property to the Developer by quitclaim deed dated March 18, 2005 and recorded in the Recorder's Office on March 21, 2005 as Document Number 0508034122 ("City Deed") for demolition of a structure on the Property and construction of a ninety-two thousand one hundred fifty (92,150) square foot indoor soccer and turf sports facility ("Project"); and

WHEREAS, On November 20, 2006 the Developer and the City entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land recorded in the Recorder's Office on November 27, 2006 as Document Number 0633134094 extending the completion date for the Project contained in the Original Agreement to October 31, 2007; and

WHEREAS, The Developer has constructed a significant portion of the Project but now desires to make changes to the Project involving building size; and

WHEREAS, Under the Original Agreement, at the closing for the Property the Developer was required to enter into an Escrow Agreement ("Escrow Agreement") requiring it to deposit Five Hundred Fifty Thousand and no/100 Dollars (\$550,000.00) ("Remediation Funds") into an escrow account ("Escrow Account") to cover the cost of remediation of potential environmental conditions on the Property; and

WHEREAS, Under the terms of the Escrow Agreement, in the event that the cost of the potential environmental remediation was less than the Remediation Funds the City would retain any difference; and

WHEREAS, The cost of the environmental remediation has been currently estimated to be Four Hundred Thousand and no/100 Dollars (\$400,000.00) resulting in approximately One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) of the Remediation Funds left in the Escrow Account ("Excess Escrow Funds"); and

WHEREAS, The Developer requires additional funds to complete the Project and desires to retain any Excess Escrow Funds to complete the Project upon issuance by the City of a Certificate of Completion for the Project and presentation of evidence by the Developer, acceptable to the City in its sole discretion, of a funding shortfall; and

WHEREAS, In return for consent from the City to amend the Project, extend completion dates associated therewith and retain any monies left in the Escrow Account for completion of the Project, the Developer has agreed to provide rainwater management on the Property; 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 hereby approves the following changes to the Original Agreement: a) amendment to Project size; b) extension of Project completion dates; and c) reimbursement to the Developer of Excess Escrow Funds. This approval is expressly conditioned upon the City entering into a Second Amendment to Agreement for the Sale and Redevelopment of Land with the Developer substantially in the form attached hereto as Exhibit B ("Second Amendment"). 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 the Second Amendment, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Second Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the Second Amendment.

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.

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

Exhibit "A".
(To Ordinance)

Legal Description.

Legal Description Of Property (subject to title and survey):

That part of the northeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the south line of West Pershing Road, said point being 33.00 feet, measured perpendicularly, south of the north line and 1,040.04 feet, measured parallel with said north line, west from the east line of said northeast

quarter; thence south perpendicular to said north line of the northeast quarter, a distance of 515.58 feet; thence east along a line which is 548.58 feet south of and parallel with said north line of the northeast quarter, a distance of 264.93 feet to the point of beginning of the herein described parcel of land; thence continuing east along the last described parallel line, a distance of 710.66 feet to the point of intersection with the west line of South Ashland Avenue, as now located and widened by condemnation case of the Circuit Court of Cook County, Docket Number B-71138, said point of intersection being 64.93 feet, measured perpendicularly, west of the east line of the northeast quarter aforesaid; thence northerly along said west line of South Ashland Avenue as widened, 133.75 feet to a point on said west line which is 68.38 feet west of the east line of said northeast quarter and 340.00 feet, as measured along said west street line, south of the point of intersection of said west street line with a line 75.00 feet south of and parallel with the north line of said northeast quarter; thence northwardly along the westerly line of South Ashland Avenue, being the westerly line of property authorized to be acquired by the City of Chicago per ordinance passed December 7, 1960 and conveyed to the City of Chicago by deed recorded June 21, 1961 as Document Number 18194881, a distance of 305.70 feet to a point, said point being 112.50 feet, measured perpendicularly, south of the north line and 113.00 feet, measured perpendicularly, west of the east line of said northeast quarter; thence northwestwardly along the westerly line of South Ashland Avenue, being the westerly line of property conveyed by the aforementioned deed, 31.83 feet to a point, said point being 85.00 feet, measured perpendicularly, south of the north line and 129.00 feet, measured perpendicularly, west of the east line of the northeast quarter aforesaid; thence northwestwardly along the westerly line of South Ashland Avenue, being the westerly line of property conveyed by the aforementioned deed, 29.87 feet to a point, said point being 75.00 feet, measured perpendicularly, south of the north line and 157.14 feet, measured parallel with said north line, west from the east line of said northeast quarter; thence west along the south line of West Pershing Road as widened by condemnation case of the Superior Court of Cook County, Docket Number 502073, being a line 75.00 feet south of and parallel with the north line of the northeast quarter aforesaid, 33.08 feet; thence westwardly along the southerly line of West Pershing Road as widened, 582.90 feet to a point, said point being 218.92 feet, as measured along the southerly line of West Pershing Road as widened, eastwardly from the point of intersection of a line 33.00 feet south of and parallel with the north line of said northeast quarter and the southward extension of the west line of the east half of Block 35 in Canal Trustees' Subdivision of the east half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian; thence southerly 504.12 feet to the hereinabove designated point of beginning (excepting therefrom that part thereof described as follows: commencing at the point of intersection of the east line of the northeast quarter of Section 6 aforesaid and a line drawn 548.58 feet, measured perpendicularly, south of and parallel with the north line of said northeast quarter; thence west along said parallel line, 64.92 feet to the point of beginning, said point being on the west line of South Ashland Avenue as widened by condemnation case of the Circuit Court of Cook County, Docket Number B-71138; thence continuing west along the aforesaid parallel line, 190.00 feet;

thence northerly along a line drawn parallel with the aforesaid west line of South Ashland Avenue as widened, 133.75 feet; thence east along a line drawn parallel with the north line of the northeast quarter of Section 6 aforesaid, 190.00 feet to a point on the aforesaid west line of South Ashland Avenue as widened, said point being 68.37 feet west of the east line of the northeast quarter aforesaid; thence southerly, along the aforesaid west line of South Ashland Avenue as widened, 133.75 feet to the hereinabove designated point of beginning), in Cook County, Illinois.

Commonly Known As:

3900 South Ashland Avenue; and

1701 West Pershing Road
Chicago, Illinois.

Property Index Numbers:

20-06-200-009; and

a portion of 20-06-200-008.

Exhibit "B".
(To Ordinance)

*Second Amendment To Agreement For The
Sale And Redevelopment Of Land.*

This second amendment to agreement for the sale and redevelopment of land ("Second Amendment") 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 Chicago Indoor Soccer, L.L.C., an Illinois limited liability company ("Developer"), whose offices are located at 2323 West Pershing Road, Suite 603, Chicago, Illinois 60609.

Recitals.

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 ("City Council") on January 14, 1997 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 36945 and 36947 -- 37309, the 35th and Halsted Tax Increment Financing Area ("Area") and plan ("Plan") were approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) and tax increment financing was adopted for the Area; and

Whereas, By ordinance approved February 11, 2004 and published in the *Journal* for such date at pages 18256 -- 18258 ("Sale Ordinance"), the City Council approved the sale of certain property located in the Area and commonly known as 3900 South Ashland Avenue and 1701 West Pershing Road which is legally described on (Sub)Exhibit A attached hereto and made a part hereof ("Property") to Chicago Indoor Soccer, L.L.C., an Illinois limited liability company ("Developer"); and

Whereas, Pursuant to the Sale Ordinance, the City and the Developer entered into that certain Agreement for the Sale and Redevelopment of Land dated July 19, 2004 and recorded in the Recorder's Office of Cook County ("Recorder's Office") on March 21, 2005 as Document Number 0508034121 ("Original Agreement"); and

Whereas, Pursuant to the Original Agreement, the City conveyed the Property to the Developer by quitclaim deed dated March 18, 2005 and recorded in the Recorder's Office on March 21, 2005 as Document Number 0508034122 ("City Deed") for demolition of a structure on the Property and construction of a ninety-two thousand one hundred fifty (92,150) square foot indoor soccer and turf sports facility ("Project"); and

Whereas, On November 20, 2006 the Developer and the City entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land recorded in the Recorder's Office on November 27, 2006 as Document Number 0633134094 ("First Amendment") extending the completion date for the Project contained in the Original Agreement to October 31, 2007; and

Whereas, The Developer has constructed a significant portion of the Project but now desires to make changes to the Project involving building size; and

Whereas, Under the Original Agreement, at the closing for the Property the Developer was required to enter into an Escrow Agreement ("Escrow Agreement") requiring it to deposit Five Hundred Fifty Thousand and no/100 Dollars (\$550,000.00) ("Remediation Funds") into an escrow account ("Escrow Account") to cover the cost of remediation of potential environmental conditions on the Property; and

Whereas, Under the terms of the Escrow Agreement, in the event that the cost of the potential environmental remediation was less than the Remediation Funds the City would retain any difference; and

Whereas, The cost of the environmental remediation has been currently estimated to be Four Hundred Thousand and no/100 Dollars (\$400,000.00) resulting in approximately One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) of the Remediation Funds left in the Escrow Account ("Excess Escrow Funds"); and

Whereas, The Developer requires additional funds to complete the Project and desires to retain any Excess Escrow Funds to complete the Project upon presentation of evidence, acceptable to the City in its sole discretion, of a funding shortfall; and

Whereas, In return for consent from the City to amend the Project, extend completion dates associated therewith and retain any monies left in the Escrow Account for completion of the Project the Developer has agreed to provide rainwater management on the Property; and

Whereas, The City Council by ordinance adopted _____, authorized the following changes to the Original Agreement: a) amendment to Project size; b) extension of Project completion dates; and c) reimbursement to the Developer of Excess Escrow Funds, subject to the execution, delivery and recording of this Second Amendment;

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 that certain terms contained in the Original Agreement, as previously amended by the First Amendment, are hereby amended by inserting the language underscored and deleting the language bracketed, as follows:

[Third Whereas clause]

Whereas, The Developer will complete construction of [demolish] the current structure on the Property and construct an eighty thousand six hundred twenty-five (80,625) [a ninety-two thousand one hundred fifty (92,150)] square foot indoor soccer and turf sports facility on the Property as more fully described on (Sub)Exhibit B attached hereto (hereinafter referred to as either the "Improvements" or the "Project"), which Improvements are consistent with the 35th/Halsted Tax Increment Financing District Plan ("Redevelopment Plan") for the Redevelopment Area;

Section 1.

Incorporation Of Recitals/Amendment Of Original Agreement.

The recitals set forth above constitute an integral part of this Second Amended Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. The provisions of this Second Amended Agreement supersede and replace in their entirety the provisions contained in the First Amended Agreement.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer agrees to construct the Improvements on the Property in accordance with the Site Plans and Architectural Drawings prepared by DLM Architects, Ltd., dated November 6, 2007 [March 11, 2004], which have been approved by D.P.D. and which are attached hereto as (Sub)Exhibit C [incorporated herein by reference] ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.

Section 8.

Commencement And Completion Of Improvements.

The construction of the Improvements shall commence no more than thirty (30) days after the issuance of necessary permits, and except as otherwise provided in this Agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) by March 31, 2008. Notwithstanding the foregoing, the Commissioner of D.P.D. shall have the right to unilaterally extend the completion date [within eleven (11) months thereafter]. The Developer shall promptly notify the City when construction has begun.

Section 18.

Environmental Matters.

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

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a right-of-entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right-of-entry for such purpose. The granting of the right-of-entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of environmental activities at the Property, ("Environmental Activities") including but not limited to investigation, remediation, disposal of contaminated media, construction of engineered barriers or other structures to limit or reduce exposure to contamination, and consultant fees to obtain a No Further Remediation Letter from the Illinois Environmental Protection Agency (such estimated cost being determined by the consultant) is more than Six Hundred Thousand Dollars (\$600,000), the Developer may declare this Agreement

null and void by giving written notice thereof to the City. In such event, the City shall return the Earnest Money to the Developer. The Developer agrees that a request to terminate this Agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

The parties acknowledge that a[A]t the Closing, the Developer [shall] deposited Five Hundred Fifty Thousand Dollars (\$550,000) ("Escrow Funds") into an escrow account ("Escrow Account") to cover the cost of Environmental Activities at the Property. The Escrow Funds are currently being held by New Century Bank ("Escrow Agent") [The escrow account shall be established at an office which is mutually agreeable to the parties. If] T[t]he cost of Environmental Activities has been determined by the parties to be [is] less than Five Hundred Fifty Thousand Dollars (\$550,000). [,] Pursuant to this Second Amendment, the Developer shall retain the difference between the Escrow Funds and the cost of Environmental Activities ("Excess Funds") upon presentation and written acceptance of evidence, in form and content acceptable to the City in its sole discretion, of a lack of sufficient funds by the Developer to complete the Project and upon issuance by the City of a Certificate of Completion. In the event that the City authorizes the transfer to the Developer of the Excess Funds or a portion thereof, as solely determined by the City, it shall provide written instructions to the Escrow Agent to release the Excess Funds or portion thereof to the Developer. In the event that such evidence is not acceptable to the City, the Escrow Account shall not be amended and the City will retain the difference between the Escrow Funds and the Excess Funds. Requests to withdraw funds from the E[e]scrow A[a]ccount must be approved by the D.P.D. Project Manager after consultation with the City's Department of Environment. If the cost of Environmental Activities exceeds Five Hundred Fifty Thousand Dollars (\$550,000), the Developer will pay the difference, up to a total of Six Hundred Thousand Dollars (\$600,000). If the cost is more than Six Hundred Thousand Dollars (\$600,000), the Developer may declare this Agreement null and void by giving written notice thereof to the City. In such event, the City shall return the Earnest Money to the Developer. The Developer agrees that a request to terminate this Agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.]

In Witness Whereof, The parties have caused this Second Amendment 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: _____
Arnold L. Randall,
Commissioner

Chicago Indoor Soccer, L.L.C.,
an Illinois limited liability company

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Arnold L. Randall, 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, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of 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 _____, personally known to me to be the _____ of Chicago Indoor Soccer, L.L.C., an Illinois limited liability 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 he signed and delivered the foregoing instrument pursuant to authority given by _____, as his free and voluntary act and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, _____.

Notary Public

[(Sub)Exhibit "A" referred to in this Second Amendment to Agreement with Chicago Indoor Soccer, L.L.C. for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on pages 17336 through 17338 of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Second Amendment to Agreement with Chicago Indoor Soccer, L.L.C. for Sale and Redevelopment of Land printed on pages 17347 and 17348 of this *Journal*.]

(Sub)Exhibit "B" referred to this Second Amendment to Agreement with Chicago Indoor Soccer, L.L.C. for Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "B".
(To Second Amendment To Agreement With
Chicago Indoor Soccer, L.L.C. For Sale
And Redevelopment Of Land)

Narrative Description Of Project.

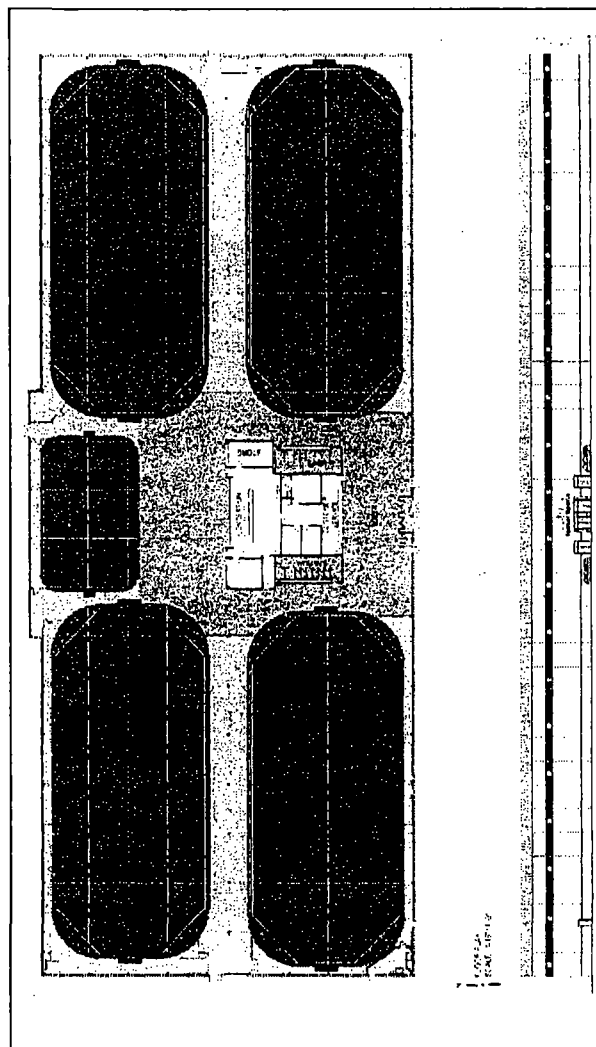
Project entails construction of a state of the art indoor soccer and turf sports facility. Total site area is three hundred nine thousand nine hundred twenty (309,920) square feet. The facility itself is planned to be approximately eighty thousand six hundred twenty-five (80,625) square feet. There will be four hundred fourteen (414) outdoor parking spaces. This facility will include four (4) arena sized eighty (80) foot by one hundred eighty (180) foot soccer fields with eight (8) foot high dasher board "walls". The playing surface will be covered with an artificial in-fill

rubber turf. There will also be one fifty (50) foot by eighty (80) foot practice field with artificial turf for team rentals and 3 v 3 league play. The building will also contain other amenities for use by their customers. These items include a concession area, a pro shop, video games and vending. As a part of the Department of Planning and Development's negotiations, Chicago Indoor Soccer, L.L.C. (C.I.S.) has agreed to change the site plan by locating the soccer facility on the street corner and maintaining the street wall along West Pershing Road. As a result of said negotiations, better building materials will be used on the facade facing West Pershing Road. C.I.S. has also agreed to install windows along the frontage of West Pershing Road. C.I.S. will use Best Management Practices to manage rainwater on-site. This will include eight (8) fifty-five (55) gallon rain barrels attached to the downspouts along the north side of their facility and landscaped to blend seamlessly into the other landscaping surrounding the building. The water collected in the rain barrels will be used for their irrigation needs and overflow from the barrels will be diverted to a new retention pond on the northwest corner of their site. The roof of the facility, approximately eighty thousand six hundred twenty-five (80,625) square feet, will be coated so that it has a .68 degree of reflectivity, which is higher than required by code and will help to reduce the "Heat Island Effect". C.I.S. also agreed to rearrange the parking lot in order to be actively involved in the City's water management initiatives. By strategically placing curb cuts within their landscaped islands and by installing gravel on part of the parking lot, the site will manage water drainage and retention more effectively.

[To construct a state of the art indoor soccer and turf sports facility. Total site area is three hundred nine thousand nine hundred twenty (309,920) square feet. The facility is planned to be approximately ninety-two thousand one hundred fifty (92,150) square feet. There be will four hundred fourteen (414) parking spaces. This premier facility includes four (4) arena sized eighty (80) foot by one hundred eighty (180) foot soccer fields with eight (8) foot high dasher board "walls". The playing surface will be covered with an artificial in-fill rubber turf. There will also be two (2) fifty (50) foot by eighty (80) foot practice fields with artificial turf for team rentals and 3 v 3 league play. The building will also contain other amenities for the use of customers. These include a concession area, a pro shop, video games and vending. As part of D.P.D.'s negotiations, Chicago Indoor Soccer, L.L.C. (C.I.S.) has agreed to change the site plan, by locating the soccer facility on the street corner and maintaining the street wall. As a result of said negotiations, better building materials will be used on the building facade facing West Pershing Road. C.I.S. has agreed to install windows all along the frontage of West Pershing Road. C.I.S. will also install an eleven thousand eighty hundred seventy-five (11,875) square foot green roof in the center of building. The remaining eighty thousand six hundred twenty-five (80,625) square feet of the roof will have a .68 reflectivity, which is higher than required by code and will reduce the "Heat Island Effect". C.I.S. also agreed to rearrange the parking lot in order to participate with the City's water management initiatives. By installing gravel on part of the parking lot which would be used for excess parking, the site will manage water drainage more effectively.]

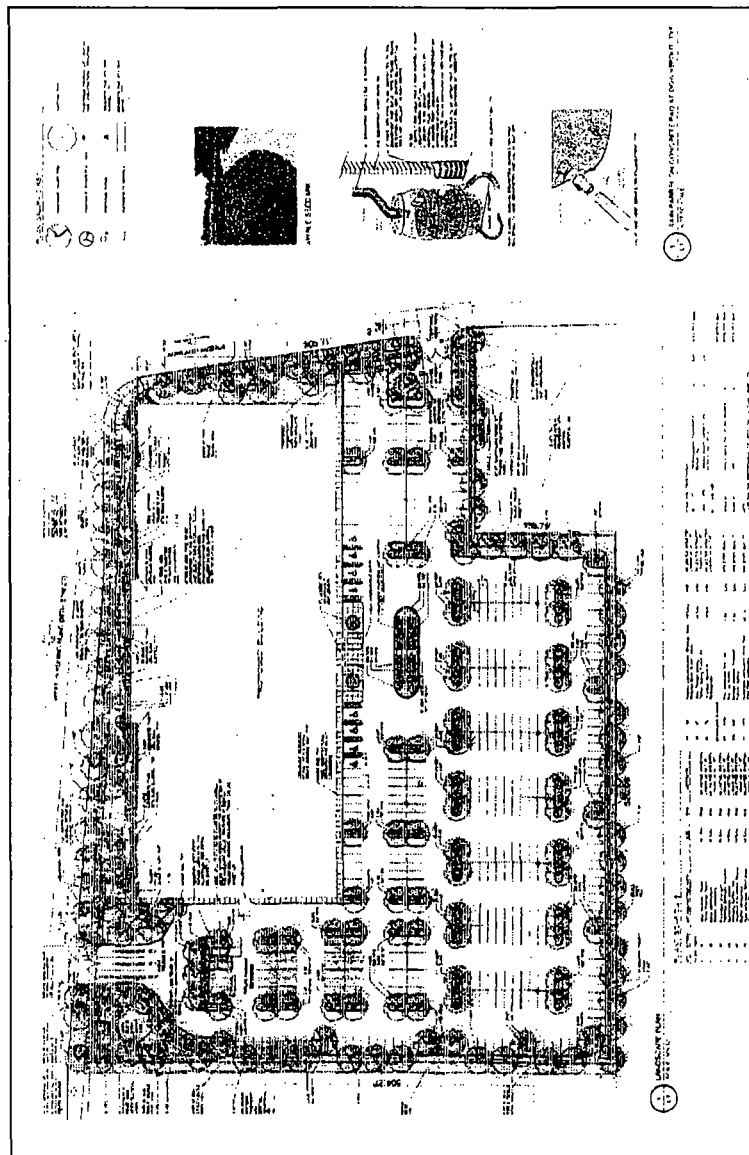
(Sub)Exhibit "C".
(To Second Amendment To Agreement With
Chicago Indoor Soccer, L.L.C. For Sale
And Redevelopment Of Land)

Site Plans And Drawings.
(Page 1 of 2)



(Sub)Exhibit "C".
(To Second Amendment To Agreement With
Chicago Indoor Soccer, L.L.C. For Sale
And Redevelopment Of Land)

Site Plans And Drawings.
(Page 2 of 2)



AUTHORIZATION FOR ACQUISITION OF PROPERTY AT
9110 SOUTH GREEN BAY AVENUE FOR DEPARTMENT
OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

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 an acquisition of property at 9110 South Green Bay 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Department of Streets and Sanitation will be vacating its 7th and 10th Ward Yard in order to relocate to a new facility located at 9160 South Harbor Avenue; and

WHEREAS, The purchase of the vacant property at 9110 South Green Bay Avenue, Chicago, Illinois (as more particularly described on Exhibit A to this ordinance, the "Property") would allow the City to package the proposed site into one contiguous parcel thereby facilitating construction and optimizing operations; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on October 4, 2006 and published at pages 87316 through 87319 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, the Commissioner of the Department of General Services was authorized to undertake negotiations for the purchase of the Property, subject to the approval of the purchase price by the City Council; and

WHEREAS, The Property is owned by Judith I. Much, the sole beneficiary under that certain Trust Number 20657 held by Chicago Title & Trust, under Trust Agreement dated July 12, 1967 ("Owner"); and

WHEREAS, The Department of General Services and the Corporation Counsel have negotiated a purchase price for the Property in the amount of Four Thousand Six-Hundred Eighty-seven and 50/100 Dollars (\$4,687.50) -- (the "Purchase Price") and the principal business terms as set forth in the term sheet attached hereto as Exhibit B ("Term Sheet"); and

WHEREAS, The City Council of the City finds that it is useful, necessary and advantageous for the City to acquire the Property for municipal use; 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's purchase of the Property from the Owner for the Purchase Price of Four Thousand Six Hundred Eighty-seven and 50/100 Dollars (\$4,687.50), plus closing costs; is hereby approved.

SECTION 3. The Commissioner of the Department of General Services ("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 a purchase agreement for the Property for the Purchase Price, subject to the other terms and conditions of the Term Sheet, and such other supporting documents as may be necessary or appropriate to consummate the City's purchase of the Property and to accept a deed to the Property.

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 this ordinance read as follows:

Exhibit "A".

Legal Description (subject to final title and survey):

the west 75 feet of Lot 5 in Block 64 of South Chicago, being a subdivision by the Calumet & Chicago Canal & Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5 of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

9110 South Green Bay Avenue.

Property Index Number:

26-05-114-033.

Exhibit "B".

*Term Sheet For The Purchase Of
9110 South Green Bay Avenue
Chicago, Illinois.*

Property Owner:

Trust Number 20657 held by Chicago Title and
Trust under Trust Agreement dated July 12, 1967.

Sole Beneficiary of Trust:	Judith I. Much.
Purchaser:	City of Chicago, by and through its Department of General Services.
Condition:	The City shall purchase the Property in its "as is" condition free and clear of all tenancies.
Purchase Price and Closing Costs	Four Thousand Six Hundred Eighty-seven and 50/100 Dollars (\$4,687.50) plus closing costs, to be paid on the closing date by cash or certified check.
Closing Date:	Closing to occur at a date mutually agreed to by the Parties.
Purpose and Use of Property	Department of Streets and Sanitation operations, or another municipal use.
Title Insurance:	Not less than ten (10) days prior to the closing date, the Owner shall deliver to the City of Chicago, as Purchaser, a commitment for title insurance in the amount of the purchase price showing marketable title in the owner.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5672 SOUTH ARCHER AVENUE FOR DEPARTMENT
ON AGING AND OFFICE OF CITY CLERK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

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 lease agreement with Archer Avenue, L.L.C. regarding property at 5672 South Archer 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, as tenant, a new lease with Archer Avenue, L.L.C., as landlord, for approximately five thousand three hundred (5,300) square feet of office space located at 5672 South Archer Avenue for use by the Department on Aging and the City Clerk's office, such lease to be approved by the Department on Aging and the City Clerk and 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 14216.

This lease is made and entered into this _____ day of _____, 2007, by and between Archer Avenue, L.L.C. (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 5672 South Archer Avenue, Chicago, Cook County, Illinois as legally described on Exhibit A attached hereto; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately five thousand three hundred (5,300) square feet of ground floor office space located at 5672 South Archer Avenue to be used by the Department on Aging and the City Clerk;

Now Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately five thousand three hundred (5,300) square feet of office space

located on that certain parcel of real estate more commonly known as 5672 South Archer Avenue, Chicago, Illinois (Permanent Index Number _____ -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 2008 or the date of occupancy whichever comes last ("Commencement Date"), and shall end on December 31, 2014, 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) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on the latter of January 1, 2008 or the date of occupancy upon completion of Landlord's buildout as described in Section 4.4 and ending on December 31, 2008 with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the first day of the month.

b) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2009 and ending on December 31, 2009.

c) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2010 and ending on December 31, 2010.

d) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2011 and ending on December 31, 2011.

e) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2012 and ending on December 31, 2012.

f) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2013 and ending on the December 31, 2013.

g) Twelve Thousand and no/100 Dollars (\$12,000.00) per month for the period beginning on January 1, 2014 and ending on December 31, 2014.

Rent shall be paid to Landlord at Archer Avenue, L.L.C., 302 West 31st Street, Chicago, Illinois 60616, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Option To Extend Term.

At the expiration of the initial seven (7) year Term of this lease, Tenant shall have the option of extending the Term hereof for another four (4) year period through December 31, 2018. Upon such extension, all terms and conditions of this lease shall continue to remain in full force and effect. This lease shall automatically be extended beginning on January 1, 2015 unless Tenant shall deliver to Landlord one hundred eighty (180) days prior written notice that Tenant is not exercising said option. In the event Tenant does not deliver to Landlord said one hundred eighty (180) days prior written notice that Tenant is not exercising said option, the rent shall be apportioned as follows:

a) Twelve Thousand Six Hundred Fifty and no/100 Dollars (\$12,650.00) per month for the period beginning on January 1, 2015 and ending on December 31, 2015.

b) Thirteen Thousand Two Hundred Seventy-five and no/100 Dollars (\$13,275.00) per month for the period beginning on January 1, 2016 and ending on December 31, 2016.

c) Thirteen Thousand Nine Hundred and no/100 Dollars (\$13,900.00) per month for the period beginning on January 1, 2017 and ending on December 31, 2017.

d) Fourteen Thousand Five Hundred and no/100 Dollars (\$14,500.00) per month for the period beginning on January 1, 2018 and ending on December 31, 2018.

3.3 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.

3.4 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. Landlord shall sub-meter the Premises for Tenant's utilities.

Section 4.

Buildout Of The Premises.

4.1 Buildout Obligations.

Landlord and Tenant shall mutually agree on a buildout scope. At Landlord's cost, Landlord shall buildout the Premises as set forth in the Drawings and Specifications (such work, the "Buildout") attached hereto and made a part hereof as Exhibit B. The Drawings and Specifications shall be initialed by Landlord and Tenant prior to the start of construction. The Buildout will be in full compliance with all building and construction code requirements of the City of Chicago.

4.2 No Material Changes.

No material changes to design or grade of materials can be made without approval from Tenant.

4.3 Tenant Buildout Representative.

Tenant shall have the right to appoint a representative to oversee and reasonably approve the Buildout work. Tenant's representative shall be an agent of the City of Chicago, Department of General Services.

4.4 Buildout Completion.

Landlord and Tenant warrant that final completion of the Buildout is a condition precedent to Tenant's occupancy of the Premises. The Buildout must be completed by Landlord within sixty (60) days from execution of this lease or permit approval, whichever occurs later. Failure of Landlord to complete buildout within said timeframe shall entitle Tenant in its sole discretion to terminate this lease. Notwithstanding the foregoing, delays in completing Landlord's work due to conditions of force majeure or due to Tenant's acts or omissions or due to change orders

requested by Tenant, shall extend such sixty (60) day period by one day for each day of such delay.

4.5 Tenant Occupancy.

Tenant shall occupy the Premises within two (2) weeks from written notice to Tenant that Buildout has been completed (as mutually agreed to in writing by Landlord and Tenant's Representative). Provided, however, that the earliest date that Tenant is obligated to occupy the Premises is January 1, 2008. Tenant's rental obligations shall commence upon the earlier of Tenant's occupancy or two (2) weeks from written notice to Tenant that Buildout has been completed. Tenant shall cooperate fully with respect to Landlord's buildout obligations. The Department of General Services shall provide reasonable assistance with respect to Landlord's buildout and shall not unduly delay any processes related thereto within the exclusive control of the Department of General Services.

Section 5.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

5.1 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.

5.2 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.

5.3 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. 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.

5.4 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.

5.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary. Provided, however, 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 6.

Assignment, Sublease And Liens.

6.1 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.

6.2 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 7.

Insurance And Indemnification.

7.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than

One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, 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.

7.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any 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. Non-conforming insurance shall not relieve Landlord of its obligation to provide insurance as

specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

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

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

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

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

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

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

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

7.3 Mutual Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this lease.

Section 8.

Damage Or Destruction.

8.1 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

the Premises do not meet all Municipal Building and Fire Code provisions and are therefore 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 9.

Conflict Of Interest And Governmental Ethics.

9.1 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.

9.2 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 10.

Holding Over.

10.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2019 and the rent shall be at one hundred five percent (105%) of the rate as set forth in Section 3.2(d) of this lease.

*Section 11.**Miscellaneous.*

11.1 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:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Archer Avenue L.L.C.
302 West 31st Street
Chicago, Illinois 60616

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.

11.2 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.

11.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

11.4 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 pursuant to Section 10.14 hereunder.

11.5 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.

11.6 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.

11.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

11.8 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.

11.9 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.

11.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with one hundred twenty (120) days prior written notice at any time after January 1, 2013, including during any extended term.

11.11 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.

11.12 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.

11.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s).

Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

11.14 Subordination Non-Disturbance Agreement.

Within sixty (60) days of lease execution, Landlord and Tenant shall execute a standard Subordination Non-Disturbance and Attornment Agreement agreeable to Tenant and Landlord's mortgage in substantially the format attached hereto as Exhibit C.

11.15 Amendments.

From time to time, the parties hereto may amend this lease agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said lease agreement. Provided, however, that such amendment(s) shall not serve to extend the lease Term hereof (unless done pursuant to Section 3.2 hereinabove) nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this lease and all other provisions of this lease shall otherwise remain in full force and effect.

Section 12.

Additional Responsibilities Of Landlord.

12.1 Roof.

Landlord shall at all times maintain the roof in a watertight condition.

12.2 Water Service.

Landlord shall provide and pay for hot and domestic water for the Premises.

12.3 Plumbing.

Landlord shall maintain plumbing in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's clients.

12.4 Fire Extinguishers.

Landlord shall provide and maintain fire extinguishers in the Premises at all times as required by code. Provided, however, that Landlord shall not be responsible for replacement of fire extinguishers that are vandalized or stolen from the Premises.

12.5 Air-Conditioning.

Landlord shall 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. Landlord understands that proper air-conditioning of the Premises is critical to operations as the Premises may be used as a cooling center.

12.6 Heat.

Landlord shall provide 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. Landlord understands that proper heating is critical to operations as the Premises may be used as a heating center.

12.7 Engineering Service.

Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the Premises, including all structural, mechanical and electrical components and periodic preventative maintenance. Engineering 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.

12.8 Extermination Service.

Landlord shall provide and pay for exterminator service when necessary. Provided, however, that Tenant shall assume this responsibility in the event that extermination services are necessitated by Tenant's gross custodial negligence.

12.9 Snow Removal.

Landlord shall provide prompt removal of snow and ice from sidewalk which immediately abut demised Premises.

12.10 Spot Painting.

Landlord shall professionally spot paint the Premises on an as-needed basis.

12.11 Signage.

In the event that Landlord ever installs a directory of Tenants occupying Landlord's property, Landlord shall include Tenant on such directory at no charge to Tenant.

12.12 Access To Parking Lot.

At no time shall Landlord restrict Tenant's access to the adjacent parking lot.

12.13 Other Free Services Provided To Other Tenants.

In the event Landlord provides other commercially reasonable services to other tenants on Landlord's property (including the two (2) story building and the strip mall) free of charge, Landlord shall provide the same services free of charge to Tenant.

12.14 Painting After 7th Year.

In the event the lease term is extended beyond the initial seven (7) year Term, Landlord shall repaint the Premises with quality paint and in colors approved in writing by Tenant. The repainting of the Premises shall be completed by no later than March 31, 2015. Tenant shall cooperate fully with Landlord's painting contractor.

12.15 Carpeting After 7th Year.

In the event the lease term is extended beyond the initial seven (7) year term, Landlord shall replace any carpeting on the Premises with new carpeting in equal or better quality carpeting than was installed for Tenant's initial occupancy. Such colors shall be approved in writing by Tenant. The recarpeting of the Premises shall be completed by no later than May 31, 2015. Tenant shall cooperate fully with Landlord's carpeting contractor.

12.16 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the

Commissioner of the Department of General Services. Approval from any other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

12.17 Repairs For Emergencies.

In the event of an emergency where further delay would lead to material loss or significant damage to the Premises or the property occupied by other tenants of Landlord and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

12.18 Meetings With Tenant.

Landlord and Tenant (representatives from the Department on Aging, City Clerk's Office, and the Department of General Services) shall meet once a year during the Lease term to assess facility conditions and to determine what steps Landlord and Tenant can take to mutually ensure the continued structural and mechanical integrity of the Premises and Tenant's continued operational viability. Landlord and Tenant mutually pledge their good-faith cooperation in resolving all facility issues that may arise at the Premises. The first meeting shall take place on December 1, 2008 or as soon thereafter as may be mutually agreeable to Landlord and Tenant.

Section 13.

Additional Responsibilities Of Tenant.

13.1 Plate Glass.

Tenant shall replace any broken or damaged plate glass during Term of lease which is not caused by acts or negligence of Landlord.

13.2 Custodial Services.

Tenant shall Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, or sweeping.

13.3 Signage.

At Tenant's option, Tenant may choose to place graphic lettering at Tenant's entrances. The placement and maintenance of such graphic lettering shall be at Tenant's sole expense.

13.4 Security Service.

Tenant shall pay for monthly alarm service, if necessary at Tenant's sole discretion.

13.5 Repairs For Tenant Negligence, Vandalism Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. In such case, Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord by Tenant of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

13.6 Illegal Activity.

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.

13.7 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances.

13.8 Rules And Regulations.

Tenant agrees to observe and comply with any reasonable rules and regulations (the "Rules and Regulations") applicable to all tenants and occupants of Landlord's strip mall property and such other reasonable rules and regulations as Landlord shall make and adopt by Landlord from time to time. Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the enforcement of any such Rules and Regulations.

Section 14.

Landlord Disclosures And Affirmations.

14.1 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.

14.2 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.

14.3 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 (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 (7.5%) ("Sub-owners") 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 it 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, 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, 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.

14.7 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that they, and to the best of their knowledge, their 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, 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, 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 eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord: Archer Avenue, L.L.C., an
Illinois limited liability

By: _____

Name: _____

Its: _____

Tenant:

City of Chicago, an Illinois municipal
corporation

Approved: The Department on Aging

By: _____
Commissioner

Approved: City Clerk of Chicago

By: _____
Miguel del Valle

Approved as to Form and Legality:

By: The Department of Law

By: _____
Deputy Corporation Counsel

[Exhibit "B" referred to in this Lease Agreement with Archer
Avenue, L.L.C. unavailable at time of printing.]

Exhibits "A" and "C" referred to this Lease Agreement with Archer Avenue, L.L.C. read as follows:

Exhibit "A".
(To Lease Agreement With
Archer Avenue, L.L.C.)

Legal Description:

Lots 3 through 6 in Block 8 of Hetzel's Archer Avenue Addition, a subdivision of the east half of the southwest quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Common Address:

5672 South Archer Avenue.

Part Of Permanent Index Number:

19-09-315-026.

Exhibit "C".
(To Lease Agreement With
Archer Avenue, L.L.C.)

Non-Disturbance And Attornment Agreement.

Reference is made to the lease dated _____, 2008 ("Lease"), between Grand Properties, L.L.C., ("Landlord") and the City of Chicago, an Illinois municipal corporation and home rule unit of government under the 1970 Illinois Constitution, acting by and through its Department of General Services ("Tenant") pertaining to certain premises containing approximately five thousand three hundred (5,300) rentable square feet and known as Suite 140 ("Premises") on the 1st floor of the real property and improvements commonly known as 5672 South Archer Avenue, Chicago, Illinois ("Building"). _____ "Mortgagee") holds a mortgage encumbering the Building. Mortgagee and Tenant hereby agree:

1. Tenant acknowledges that the Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the lien of the mortgage. Tenant's right to possession of the Premises shall not be disturbed by Mortgagee, its successors or assigns, provided Tenant is not in default of (beyond any applicable grace periods) and shall continue to observe and perform its obligations under said Lease and this agreement and pay all amounts payable thereunder to whomever may be lawfully entitled to same from time to time without any offset or other defense.

2. Tenant shall attorn as Tenant under the Lease to the purchaser of the Building at any foreclosure sale or to the grantee of a deed in lieu of foreclosure (such purchaser or grantee hereinafter referred to as ("Foreclosure Purchaser")).

3. Neither Mortgagee, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be obligated or liable to Tenant for any prior act, omission or default on the part of the original or any prior landlord under the Lease, except to the extent that any such act or omission constitutes a default which continues after the Mortgage, its successors or assigns or any such Foreclosure Purchaser succeeds to the interest of Landlord under the Lease for continuing defaults affecting Tenant's use of the Premises (a "Continuing Default"), or (ii) be obligated or liable to Tenant for any security deposit or any other sums deposited with the original, or any prior landlord under the Lease and not physically delivered to Mortgagee, its successors or assigns, or (iii) be subject to any abatement, credit, offset, setoff or defense against, or liable for any act or omission of Landlord, except with respect to Continuing Defaults, or (iv) be bound by any previous modification or amendment of the Lease, or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Mortgagee, or its successors or assigns; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser.

4. Tenant agrees to give Mortgagee by registered or certified mail, return receipt requested, a copy of any notice of default served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time period provided for in the Lease, then Mortgagee shall have an additional thirty (30) days (or in the case of an emergency situation, such shorter period of time as is reasonable) within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within thirty (30) days, Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

5. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee, by reason of a default under the mortgage or otherwise, shall

acquire title to the Building, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Building for payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment that may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Building, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

6. This agreement shall inure to the benefit of the parties hereto and their respective successors and assigns, however, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

8. The capitalized terms used in this agreement shall have the same definitions as set forth in the Lease, to the extent that such capitalized terms are defined therein and not redefined in this agreement.

This agreement has been executed by the parties hereto as of this ____ day of _____, 2007.

Mortgagee: [Insert Name]

By: _____

Name: _____

Its: _____

Address:

[Insert Address]

Tenant: City of Chicago, acting by and
through its Department of
General Services

By: _____

Name: Michi E. Peña

Its: Commissioner

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT WITH
STANDARD STEEL AND WIRE CORPORATION FOR
CITY-OWNED PROPERTY AT 440 NORTH
CAMPBELL AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

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 lease agreement with Standard Steel and Wire Corporation, regarding property located at 440 North Campbell 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, as Landlord, a lease renewal with Standard Steel and Wire Corporation, as Tenant, for approximately eight thousand two hundred fifty (8,250) square feet of vacant land on city-owned property located at 440 North Campbell Avenue, for continued use by Tenant as employee parking; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 20122.

This lease is made and entered into this ____ day of _____, 2007, by and between, the City of Chicago, a municipal corporation (herein referred to as

"Landlord") and Standard Steel & Wire Corporation, an Illinois corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 440 North Campbell Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately eight thousand two hundred fifty (8,250) square feet of vacant land located at 440 North Campbell Avenue as depicted on Exhibit A attached hereto and made a part hereof to be used as parking in support of Tenant's operations at 2450 West Hubbard Street;

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 eight thousand two hundred fifty (8,250) square feet of vacant land located at 440 North Campbell Avenue, Chicago Illinois (part of Permanent Index Number 16-12-216-001 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on June 1, 2007 ("Commencement Date"), and shall terminate on January 31, 2013 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) Six Hundred Seventy-five and no/ 100 Dollars (\$675.00) per month beginning on the first day of the first month of the first lease year and ending on January 31, 2009;
- b) Seven Hundred and no/100 Dollars (\$700.00) per month beginning on February 1, 2009 and ending on January 31, 2011;
- c) Seven Hundred Twenty-five and no/ 100 Dollars (\$725.00) per month beginning on February 1, 2011 and ending on January 31, 2013;

Rent shall be paid by Tenant to Landlord at The Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Utilities.

If applicable, Tenant shall pay when due all charges for gas, electricity, light, heat, water, power, and telephone, or any other communication service, and all other utility services used in or supplied to the Premises.

3.3 Taxes.

Tenant shall pay when due any real estate or leasehold taxes assessed or levied, including penalties and interest, on the subject Premises. Tenant shall contact the appropriate taxing body to ascertain the tax amount assessed on the subject Premises. Tenant shall direct the appropriate taxing body to send notice of tax amounts due to Tenant. Tenant shall provide Landlord with proof of payment in full within ten (10) days of such payment. Tenant's failure to pay any such taxes shall constitute a default under this lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the subject Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this lease agreement.

3.4 Accord And Satisfaction.

No payment by Tenant or receipt of such by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment or to pursue any other remedies available to Landlord.

Section 4.

Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 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.

4.2 Tenant's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of 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, if applicable, the Landscape Ordinance of the City of Chicago. If Tenant shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by thirty (30) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will promptly and within fifteen (15) business days of demand reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this lease by providing the Tenant with written notice thereof. 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 Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4.3 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the use as parking in support of Tenant's operations at 2450 West Hubbard Street. The promotion and operation of parking at this location does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin, political persuasion, or sexual orientation. Tenant further covenants that the Premises shall not be used for any religious purposes.

4.4 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 used in support of Tenant's operations at 2450 West Hubbard Street and that said alterations, additions, and improvements will be in full compliance with all applicable Laws and provided that Tenant has obtained the prior written consent of the Commissioner of the Department of General Services.

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 prior written approval from the Commissioner of the Department of General Services.

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. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Tenant's employees and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) 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 Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to

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

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

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

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

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

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

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

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

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property

damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed or a 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, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant Shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, 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 on February 1, 2013 and the rent shall be at one hundred five percent (105%) of the rate set forth in Section 3.1(c) 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 Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Dennis D. Hack
President
Standard Steel & Wire Corporation
2450 West Hubbard Street
Chicago, Illinois 60612

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 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.

10.11 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.

10.12 No Brokers.

The Department of General Services does not use real estate brokers, tenant representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a)

introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease.

10.13 Termination Of Lease.

Landlord and Tenant shall have the right to terminate this lease by providing each other with thirty (30) days prior written notice at any time after execution of this lease.

10.14 Option To Contract.

At any time after execution of this lease and with thirty (30) days prior written notice, Tenant or Landlord may choose to reduce the subject Leasehold in increments of up to five hundred (500) square feet in each instance. Provided, however, that such contraction shall not result in the reduction of the leasehold to less than two thousand (2,000) square feet. The location of such contraction shall be at the sole discretion of Landlord. In the event of exercise of such contraction, the location of such contraction shall not prevent Tenant's egress or ingress to the Premises. Upon such contraction, Tenant's rent shall be reduced based on a prorated share of the Premises so contracted in accordance with the per square foot rates then in effect pursuant to Section 3 of this lease.

10.15 Lease Termination Upon Purchase.

In the event that Tenant should ever purchase the subject Premises at some future date, this lease shall terminate upon the execution and recording of an instrument conveying ownership to the Tenant.

10.16 Amendments.

From time to time, the parties hereto may amend this lease agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said lease agreement. Provided, however, that such amendment(s) shall not serve to extend the lease term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this lease and all other provisions of this lease shall otherwise remain in full force and effect.

Section 11.

Additional Responsibilities Of Tenant.

11.1 Janitorial Service.

Tenant shall provide, at Tenant's expense, any and all janitorial service for maintenance of the Premises including, but not limited to, fence maintenance.

11.2 Custodial Service.

Tenant shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris.

11.3 Scavenger Service.

Tenant shall provide its own scavenger service where necessary.

11.4 Condition At Termination.

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in the same comparable condition to the condition of the Premises at the beginning of Tenant's occupancy of the subject Premises.

11.5 Tenant Practices.

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal, or increase the rate of insurance on the Premises.

11.6 Hazardous Materials.

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.

11.7 Security.

Tenant shall be responsible for securing the Premises at all times and provide and

pay for security where necessary. Tenant's security obligations do not cease until this lease is terminated, Tenant completely vacates the Premises, and Tenant receives written notification from Landlord that Landlord has assumed security responsibilities.

11.8 Full Liability.

Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.9 No Alcoholic Beverages.

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away, or consumed on the Premises.

11.10 Permits For Activities.

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of General Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

11.11 Use Restriction.

Tenant agrees that the Premises will be used only as parking in support of Tenant's operations at 2450 West Hubbard Street and for no other purpose.

11.12 Tenant Inspection.

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.13 No Religious Use.

Tenant agrees that the Premises will not be used for any religious purposes.

*Section 12.**Tenant Disclosures And Representations.***12.1 Business Relationships.**

Tenant 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) 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. Tenant 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.

12.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant 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 Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

12.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant 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 Subowners (Tenant 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 Tenant, (ii) while this agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant 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.

Tenant 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.

Tenant 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.

Tenant 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 Tenant 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 Tenant 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 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.

12.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant 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 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, Tenant’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 Tenant’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 the Tenant’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: The City of Chicago, an Illinois
municipal corporation

The Department of General Services

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

Tenant:

By: Standard Steel and Wire
Corporation, an Illinois
corporation

By: _____
Dennis D. Hack

Its: _____
President

[Exhibit "A" referred to in this Lease Agreement
with Standard Steel and Wire Corporation
unavailable at time of printing.]

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
WITH CHICAGO CHILDREN'S CHOIR FOR CITY-OWNED
PROPERTY AT 78 EAST WASHINGTON STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement with Chicago Children's Choir regarding property located at 78 East Washington 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, as landlord, a lease renewal with the Chicago Children's Choir, a not-for-profit corporation, as tenant, for approximately two thousand one hundred (2,100) square feet of office space located at the Chicago Cultural Center, 78 East Washington Street, for use by the Chicago Children's Choir for rehearsal functions, its administrative offices and storage; such lease to be approved

by the Commissioner of the Department of Cultural Affairs 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 20097.

This lease is made and entered into this ____ day of _____, 2007, by and between the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Landlord") and the Chicago Children's Choir, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the Building more commonly known as 78 East Washington Street, Chicago, Cook County, Illinois more commonly known as the Chicago Cultural Center (the "Building"); and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two thousand one hundred (2,100) square feet of space as outlined on the floor plan (marked as "Office A, Office A-1" and "Practice Room B") attached hereto as Exhibit A ("Premises"), and shared use of other areas of the Building as specified in Section 4 of this lease, located at the Chicago Cultural Center, 78 East Washington Street;

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 two thousand one hundred (2,100) square feet of space as outlined on the floor plan (marked as "Office A, Office A-1" and "Practice Room B") attached hereto as Exhibit A ("Premises"), and shared use of other areas of the Building as specified in Section 4 of this lease, located at the Chicago Cultural Center, 78 East Washington Street (Permanent Index Number 17-10-310-002 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 2008 ("Commencement Date"), and shall end on December 31, 2012, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Operating Expenses.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

One and no/100 Dollars (\$1.00) annually in advance upon the first (1st) day of each January every year during the term of this lease.

Rent shall be paid to Landlord at the Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Operating Expenses.

In addition to base rent payable by Tenant under the Section 3.1 hereof, Tenant shall also pay to Landlord as and for operating costs the following amounts:

a) Three Thousand Two Hundred and no/ 100 Dollars (\$3,200.00) per month for the period beginning January 1, 2008 and ending on December 31, 2008.

b) Three Thousand Three Hundred and no/ 100 Dollars (\$3,300.00) per month for the period beginning January 1, 2009 and ending on December 31, 2009.

c) Three Thousand Four Hundred and no/ 100 Dollars (\$3,400.00) per month for the period beginning January 1, 2010 and ending on December 31, 2010.

d) Three Thousand Five Hundred and no/ 100 Dollars (\$3,500.00) per month for the period beginning January 1, 2011 and ending on December 1, 2011.

e) Three Thousand Six Hundred and no/ 100 Dollars (\$3,600.00) per month for the period beginning January 1, 2012 and ending on December 31, 2012.

3.3 Utilities.

Tenant shall pay when due all charges for telephone or other communication service.

3.4 Taxes.

Tenant shall pay when due any real estate or leasehold taxes assessed or levied on Tenant's portion of the subject Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that real estate taxes or leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this lease agreement.

3.5 Accord And Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent or operating costs due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

Section 4.

*Enjoyment Of Premises, Alterations And Additions,
Surrender, Assignment, Liens.*

4.1 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and operating costs 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.

4.2 Tenant's Duty To Maintain Premises And Right Of Access.

Tenant accepts the property in as-is condition. Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention"). If Tenant shall refuse or neglect to make needed repairs or replacements within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs and Tenant will promptly and within ten (10) business days of demand reimburse Landlord for the reasonable cost thereof or Landlord can immediately terminate this lease by providing the Tenant with written notice. 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. Tenant covenants that Landlord has no maintenance obligations with respect to the Premises or with respect to the Building structure.

4.3 Alterations And Additions.

Tenant shall have the right to make alterations, additions and improvements on the Premises, 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 the Commissioner of the Department of General Services.

4.4 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the prior written approval from the Commissioner of the Department of General Services.

4.5 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. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

Section 5.

Use Of The Premises.

5.1 General Provisions.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to use for administrative offices, rehearsal functions, and incidental storage for the Chicago Children's Choir. The promotion and operation of the Children's Choir does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin,

political persuasion or sexual orientation. Tenant further covenants that the Premises shall not be used for any religious purposes.

Tenant shall use the Premises for administrative offices, rehearsal functions, and incidental storage, in the spirit of cooperation with the Chicago Cultural Center, to support its mission of improving young people's lives through musical excellence, and for such other lawful uses and purposes reasonably related thereto; provided, however, that said uses do not unreasonably interfere with the use of the Building by Landlord or other tenants and users, specifically the Department of Cultural Affairs. During the term of the lease at the Chicago Cultural Center, Tenant shall continue its not-for-profit and tuition-free programs that reach out to youth and audiences in neighborhoods and schools throughout Chicago.

5.2 Scheduled Use Of The Premises.

Landlord grants to Tenant the non-exclusive use of the two adjacent meeting rooms on the southwest corner of the fifth floor (marked "Meeting Room C" and "Meeting Room D" on Exhibit A), and the meeting room on the southeast corner of the fifth floor (marked "Meeting Room E" on Exhibit A) for choir rehearsals according to the following pre-set schedule (this schedule indicates exact times for access and use of the meeting rooms):

Meeting Room C And Meeting Room D:

Tuesdays and Wednesday, from 4:00 P.M. to 6:30 P.M.

Saturdays, from 8:30 A.M. to 4:00 P.M.

Meeting Room E:

Tuesdays and Wednesday, from 4:00 P.M. to 6:30 P.M.

Saturdays, from 8:30 A.M. to 2:00 P.M.

5.3 West Corridor.

Tenant shall have the non-exclusive use of the west corridor of the fifth floor (marked "Corridor F" on Exhibit A) as a quiet lounge area for the choir during rehearsal hours. Tenant acknowledges that this corridor remains a legal emergency exit, as well as an access route to public toilets, mechanical rooms and Department of Cultural Affairs

work areas, and will in no way cause any obstruction to be placed in the path of circulation.

5.4 Rehearsal Piano.

Tenant shall have the right to keep a rehearsal piano in each of the said meeting rooms which piano will be locked when not in use. Landlord shall from time to time require the removal of the pianos from the meeting rooms for other scheduled events, and shall provide Tenant with prior notice. Landlord further submits that it will not assume any liability for damage, maintenance or wear on such pianos. Tuning and repair of said pianos shall be the sole responsibility of the Tenant, with at least fourteen (14) days advance notice and schedule coordination with Landlord, if not carried out during normal rehearsal times.

5.5 Chair Setup.

Tenant shall be responsible for the setting up and storing away of chairs and other items needed for rehearsals. If Landlord has set up a room for another use prior to a rehearsal, Tenant shall restore the room to the same condition after the rehearsal.

5.6 Landlord Exclusive Use.

Every twelve (12) months, Landlord shall have the exclusive right to use all three (3) fifth floor meeting rooms for up to six (6) different occasions, thereby pre-empting regularly scheduled rehearsal times. Each such occasion shall be limited to seven (7) days and Tenant shall be notified by Landlord, forty five (45) days in advance.

5.7 Fifth Floor Meeting Room.

Subject to availability and schedule by Landlord, Tenant shall have the non-exclusive use of the meeting room on the southwest side of the fifth floor for board and committee meetings, not exceeding six (6) meetings every twelve (12) months.

5.8 Rights Reserved To Landlord.

Subject to the rights of Tenant hereunder, Landlord shall have the right to grant to any party the exclusive right to conduct any business in the Building; provided, however, that no such exclusive right shall limit or impair in any way Tenant's right to use the Premises for any purpose set forth in or contemplated by this lease.

*Section 6.**Insurance And Indemnification.***6.1 Insurance.**

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) **Workers' Compensation And Employer's Liability Insurance.**

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Landlord's employees and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

b) **Commercial Liability Insurance (Primary And Umbrella).**

Commercial Liability Insurance or equivalent with limits of not less than One Millions 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 Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage.

d) **All Risk Property Insurance.**

All Risk Property Insurance coverage shall be maintained by the Tenant for

full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

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

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

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

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

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

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

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

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees.

6.4 Non-Liability Of Landlord.

Tenant agrees that, to the extent permitted by law, neither Landlord nor its agents and employees shall be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Building, including, but not limited to, claims for injury or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises or the Building in good repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or down spout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe or tank in, upon or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises or Building; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or

negligence of co-tenants, or of other persons or occupants of the Premises or Building or of owners of adjacent or contiguous property, or of Landlord or Landlord's agents and employees.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed or a 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, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, 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 on January 1, 2013 and the rent and operating costs will be the same as outlined per Section 3.3(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 Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Cultural Affairs
78 East Washington Street
Chicago, Illinois 60602
Attention: Commissioner

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

The Chicago Children's Choir
78 East Washington Street
Chicago, Illinois 60602
Attention: Executive Director

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and Tenant shall have the right to terminate this lease by providing each other with ninety (90) days prior written notice at any time after execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Prior Lease.

Tenant's responsibilities and obligations under the prior lease entered into September 12, 1994 shall survive the execution of this lease.

10.13 No Brokers.

Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the

Premises, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker or finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease.

10.14 Tenant Default.

Tenant must adhere to all provisions of this lease. Failure of Tenant to adhere to all provisions of this lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within fifteen (15) days. If Tenant does not cure such default within fifteen (15) days, Landlord may cancel this lease with fifteen (15) days written notice.

Section 11.

Tenant's Positive Covenants.

Tenant under this lease shall:

11.1 Condition Of Premises Upon Termination Or Cancellation.

Upon the termination or cancellation of this lease, Tenant shall surrender the Premises to the Landlord in the same comparable condition to the condition of the Premises at the beginning of Tenant's occupancy of the subject Premises, with normal wear and tear taken into consideration.

11.2 Hazardous Materials.

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;

11.3 Full Responsibility.

Assume full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.4 Permit Requirement.

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of General Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

11.5 Maintenance Of Premises.

As a supplement to Section 4.2 hereinabove, Tenant shall keep the Premises, including, without limitation, the fixtures, displays, display windows and all other facilities, systems and equipment installed in the Premises by Tenant, clean, neat and safe and in good order, repair and condition (including, without limitation, all necessary replacements, painting and decoration).

11.6 Tenant Acceptance.

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.7 Door Locks.

Before leaving the Premises unattended, close and securely lock all doors.

11.8 Compliance With Applicable Laws.

Comply with all applicable statutes, ordinances and orders, and all reasonable rules and regulations Landlord may adopt from time to time for the protection and welfare of the Premises and/or Building and its tenants, occupants and invites.

11.9 Hours Of Operation.

Tenant shall operate its activities on the Premises during the hours specified from time to time by Landlord, said days and hours may, but need not, be uniform for all tenants in the Building, and shall conduct its business at all times in a business-like manner, so as to help establish and maintain a good reputation for the Premises and/or Building. Tenant must follow the official City of Chicago holiday schedule for days and hours of operations.

11.10 Mechanical Devices.

Keep all mechanical devices, Trade Fixtures, and non-Trade Fixtures in the Premises free of vibration and noise which may be transmitted beyond the Premises.

11.11 Duty To Clean.

Keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests.

11.12 Trash Storage.

Store all trash and garbage in adequate containers within the Premises which Tenant shall maintain in a neat clean condition so as not to be visible to members of the public, and so as not to create any health or fire hazard. Tenant shall not burn any trash or garbage at any time in or about the Building or Premises.

11.13 Additional Security.

If Tenant requires or desires additional security, Tenant shall provide such additional security at Tenant's cost. Provided, however, that such additional security is approved in writing by the Commissioner of the Department of General Services and the Commissioner of the Department of Cultural Affairs.

11.14 Adherence To Department Of Cultural Affairs Procedures.

Be responsible for following all Department of Cultural Affairs Building Procedures and Regulations now or hereinafter in effect. In addition, Tenant is required to participate in the Cultural Center Residents' meetings and attend Building Operations meetings.

11.15 Custodial Services.

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.

Section 12.

Tenant's Negative Covenants.

Tenant under this lease shall not:

12.1 Illegal Activity.

Perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal, or increase the rate of insurance on the Premises.

12.2 No Alcoholic Beverages.

Serve, sell, give away, nor permit the consumption of alcoholic beverages of any kind or nature.

12.3 Waste Or Damage.

Suffer any waste or damage, disfigurement or injury to the Premises or to any improvements thereon, or to fixtures and equipment thereof, or permit or suffer any overloading of the floors. This subsection shall not apply to ordinary wear and tear that occurs from the normal use and occupancy of the Premises.

12.4 Signage.

Paint, display, inscribe or affix any sign, trademark, picture, advertisement, notice, lettering or direction on any part of the outside of the Premises or Building or locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material outside of the Premises, without the prior written consent of the Commissioner of the Department of General Services and the Commissioner of the Department of Cultural Affairs.

12.5 Admission Fees.

Charge any admission fees provided, however, that Tenant may charge guided tour fees and archive user fees.

12.6 Access To Areas.

Allow anything or anyone to remain in, place or store anything in, or obstruct in any way, any passageway, exit or stairway. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition.

12.7 Vending Machines.

Operate or permit to be placed on the Premises any coin or token operated vending machine or similar device for the sale of any merchandise, food, beverages, candy, cigarettes or other commodities or services.

12.8 Restrictions On Advertising.

Use any advertising medium such as flashing lights, search lights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside of the Premises.

12.9 Nuisance And Disturbance.

Permit anything to be done on or in the Premises which in any way may, in Landlord's sole judgment, create a nuisance in the common areas, disturb any other tenant of the Building or the occupants of neighboring property, or injure the reputation of the Building, or exhibition displays in the windows of the Premises which, in Landlord's sole judgment, are not consistent with the use of the Premises.

12.10 Appliances.

Maintain or use cooking, microwave, refrigeration, or other small food appliances.

12.11 Food And Drink.

Permit any food, including drinks and snacks, to be kept or consumed on the Premises. Tenant shall enforce this provision against all employees, guests, other invitees and any occupants.

12.12 Nondiscrimination.

Discriminate against any employee or applicant for employment upon the basis of race, age, color, religion, sex, sexual orientation, military discharge, ancestry, parental or marital status, disability, source of income or national origin; nor shall any person be denied admittance or be prevented from participating in any activity upon the basis of any of the foregoing.

Section 13.

Default And Remedies.

13.1 Events Of Default.

Any of the following events shall constitute an "Event of Default" by Tenant:

- a) Tenant fails to make a timely payment of rent, payment of operation expenses, or any other charge required to be paid by Tenant hereunder; or
- b) Tenant fails to perform or observe any of the covenants, negative covenants, agreements, or obligations required by Tenant hereunder; or
- c) Tenant fails to use or occupy the Premises as required in this lease and the Premises are left unoccupied or unused for a period of thirty (30) consecutive days; or
- d) Tenant assigns or transfers its interest in this lease without the prior written consent of Landlord, or makes an assignment of the benefit of creditors; or
- e) Tenant files a case, petition or answer in bankruptcy or seeks reorganization under federal bankruptcy laws or any other applicable insolvency statute; or
- f) an insolvency case or petition in bankruptcy is filed against Tenant, or a receiver, trustee or custodian for all or a substantial part of the property of Tenant is appointed by any court, and such insolvency petition is not withdrawn, dismissed discharged or stayed, or such receiver or trustee is not reserved within sixty (60) days from the filing or appointment thereof.

If an Event of Default occurs which can be cured with due diligence by Tenant within a period of thirty (30) days after Landlord gives Tenant a Notice of Default, Tenant shall commence to cure such default promptly after receipt of such notice and thereafter prosecute the curing of such default with all due diligence. In the case of an Event of Default which cannot be cured with due diligence by Tenant within thirty (30) days after receipt of a Notice of Default, Tenant shall commence to cure such default promptly after receipt of such Notice of Default and thereafter prosecute the curing of such default with all due diligence.

13.2 Landlord's Remedies.

If the default upon which the Notice of Default was based continues to exist thirty (30) days after the giving of such Notice of Default, or Tenant has failed to diligently prosecute the curing of a default which cannot be cured with a period of thirty (30) days, then Landlord may terminate this lease by a written Notice of Termination given to Tenant any time thereafter specifying the date of termination. Upon receipt of a Notice of Termination given to Tenant pursuant to this Section 22, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable to Landlord as hereinafter provided. If Tenant fails to immediately surrender the Premises to Landlord, Landlord may re-enter the Premises and remove all persons and all property therefrom. Landlord shall also be entitled to all other remedies available at law or in equity which remedies shall be construed as cumulative. Landlord shall further be entitled to reasonable legal expenses and attorneys' fees incurred in enforcing its rights and remedies hereunder.

13.3 Tenant's Remedies In The Event Of Tenant Default.

If Landlord fails to perform any of its obligations hereunder, or if Landlord is otherwise in violation or breach of any covenant, agreement, representation or warranty contained herein, then, in addition to all other remedies available at law or in equity, Tenant may, after Landlord's failure to cure said default within thirty (30) days of receipt of a Notice of Default (or in the case of a default which cannot be cured with due diligence by Landlord within a period of thirty (30) days Landlord has failed to diligently prosecute the curing of such default) terminate this Lease by a written Notice of Termination to Landlord. Tenant shall be entitled to reasonable legal expenses and attorneys' fees incurred in enforcing its remedies hereunder.

Section 14.

Tenant Disclosures And Representations.

14.1 Business Relationships.

Tenant 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) 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. Tenant 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.

14.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant 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 Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

14.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant 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 Subowners (Tenant 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 Tenant, (ii) while this agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant 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.

Tenant 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.

Tenant 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.

Tenant 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 Tenant 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 Tenant 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.

14.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant 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 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, Tenant’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 Tenant’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 the Tenant’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:

The City of Chicago, an Illinois municipal
corporation

By: The Department of General Services

By: _____
Commissioner

Approved:

The Department of Cultural Affairs

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

Tenant:

By: The Chicago Children's Choir, an
Illinois not-for-profit corporation

By: _____

Its: _____

[Exhibit "A" referred to this Lease Agreement with Chicago Children's Choir unavailable at time of printing.]

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 900 EAST 103RD STREET FOR DEPARTMENT
OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 12, 2007.

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 lease agreement with the CJF1, L.L.C. regarding property located at 900 East 103rd 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.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, as tenant, a lease renewal with the CJF1, L.L.C., as landlord, for approximately seventeen thousand three hundred ninety (17,390) square feet of office space, two hundred eight thousand one hundred nine (208,109) square feet of warehouse/garage space, and approximately three hundred four thousand nine hundred twenty (304,920) square feet of vacant land located at 900 East 103rd Street for use by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of the Department of Streets and Sanitation and 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 13051.

This lease ("Lease") is made and entered into this _____ day of _____ 2007, by and between CJF1 L.L.C., a Delaware limited liability company (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 property more commonly known as 900 East 103rd Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the property as outlined on the floor plan attached hereto as Exhibit A (the "Premises") and commonly referred to as Bays 1, 2, 5 and 6 including approximately two hundred eight thousand one hundred nine (208,109) square feet of warehouse/garage area and approximately seventeen thousand three hundred ninety (17,390) square feet of office/lunchroom/locker room area located on the south side of Bay 5 and approximately seven (7) acres of yard storage adjacent to Bay 5 and Bay 6 and located in and around that certain building (the "Building") commonly known as 900 East 103rd Street, Chicago, Illinois (the "Real Estate") as legally described in Exhibit B;

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:

Bays 1, 2, 5 and 6 including approximately two hundred eight thousand one hundred nine (208,109) square feet of warehouse/garage area and approximately seventeen thousand three hundred ninety (17,390) square feet of office/lunchroom/locker room area located on the south side of Bay 5, parking spaces and approximately seven (7) acres of yard storage adjacent to Bay 5 and Bay 6 and located in and around that certain Building commonly known as 900 East 103rd Street, Chicago, Illinois.

*Section 2.**Term.*

The term of this Lease ("Term") shall commence on June 1, 2007 ("Commencement Date"), and shall end on December 31, 2014 unless sooner terminated as set forth in this Lease.

*Section 3.**Rent, Taxes, And Utilities.***3.1 Rent.**

No Tenant shall pay base rent for the Premises in the amount of:

a) One Hundred Eight Thousand Four Hundred Thirty-one and no/100 Dollars (\$108,431.00) per month for the period beginning on June 1, 2007 and ending on December 31, 2007;

b) One Hundred Eleven Thousand Seven Hundred and no/100 Dollars (\$111,700.00) per month for the period beginning on January 1, 2008 and ending on December 31, 2008;

c) One Hundred Fifteen Thousand Six-Hundred and no/100 Dollars (\$115,600.00) per month for the period beginning on January 1, 2009 and ending on December 31, 2009;

d) One Hundred Eighteen Thousand and no/100 Dollars (\$118,000.00) per month for the period beginning on January 1, 2010 and ending on December 31, 2010;

e) (Subject to Section 3.2 below) One Hundred Twenty-one Thousand and no/100 Dollars (\$121,000.00) per month for the period beginning on January 1, 2011 and ending on December 31, 2011;

f) One Hundred Twenty-four Thousand Seven Hundred Fifty and no/100 Dollars (\$124,750.00) per month for the period beginning on January 1, 2012 and ending on December 31, 2012;

g) One Hundred Twenty-seven Thousand Eight Hundred Seventy-five and no/100 Dollars (\$127,875.00) per month for the period beginning on January 1, 2013 and ending on December 31, 2013;

h) One Hundred Thirty-one Thousand Seventy-five and no/100 Dollars (\$131,075.00) per month for the period beginning on January 1, 2014 and ending on December 31, 2014.

3.2 Rent Abatement.

Provided Tenant is not otherwise in default, Tenant shall be entitled to a one time rent abatement in the amount of One Hundred Twenty-one Thousand and no/100 Dollars (\$121,000.00) for the month of January 2011.

3.3 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.

3.4 Utilities.

Tenant shall assume responsibility for utilities supplied in or to the Premises as follows:

(a) Tenant shall pay when due all charges for gas, electricity, light, heat, and telephone or other communication service supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

(b) Tenant shall not waste or permit the wasting of water or use of water for purposes other than drinking, lavatory, and toilet purposes through fixtures installed by the Landlord, or by the Tenant with the Landlord's prior written consent. Notwithstanding the foregoing, Tenant may use water for truck washing. Tenant may, at its expense, install a submeter for water being supplied to the Premises. If water charges are not billed to and paid directly by Tenant, then Tenant shall pay Landlord for domestic water and hot water furnished or used for any purpose to the Premises, at the amounts and rates paid by Landlord for such use by Tenant. Landlord may install a submeter to measure Tenant's water usage. Tenant will not introduce into the sewer system any harmful or dangerous substances and will not overload the sewer system by abnormal usage.

(c) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the

proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Landlord, throughout the term of this Lease (and during any holding over period), shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction or partitions or other obstructions which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant, its employees, agents, licensees, invitees, or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

3.5 Common Area.

As used in the Lease, the term "Common Area" shall mean those areas of the Building and the Real Estate for the general use of the tenants of the Building and Real Estate, their guests, invitees and representatives and such other areas or portions of the Building and Real Estate which Landlord has an obligation to maintain, repair, and operate, including, but not limited to, the fencing around the Real Estate, parking areas' walls used in common by tenants, the roof, the grounds of the Real Estate, and any other portion of the Building or Real Estate which Landlord is required to, or may, maintain, repair or operate for the benefit of the tenants and occupants of the Building and Real Estate, their respective invitees, guests, representatives, and Landlord. Common Area shall not include portions of the Building occupied by the tenants of the Building or portions as of the Building vacant and available for lease to prospective tenants and not used in common by the tenants of the Building.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Tenant accepts the Premises in "as is" condition subject to any other provisions incorporated in this Lease.

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 or in the event of changes to the Premises after the Commencement Date required solely by Tenant's use and occupancy thereof, Landlord shall, at Landlord's expense, maintain the Premises in a commercially reasonable manner. If Landlord shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by thirty (30) 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. 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.

The Premises shall be used and occupied by Tenant only for the purpose of general office and administrative uses, storage and warm up of street cleaning, snow plow and utility vehicles and for no other purpose without Landlord's prior written consent. Landlord shall not unreasonably withhold such consent in the event Tenant desires to amend the permitted use in order to allow other City of Chicago departments or government agencies to use the Premises provided, however, such use is commensurate with Tenant's existing use of the Premises.

4.5 Prohibited 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.

4.6 Alterations And Additions.

Tenant shall not create any openings in the roof or exterior walls, or make any repairs, replacements, additions, improvements or alterations (collectively "alterations") to the Premises without Landlord's prior written consent. All alterations shall be subject to such conditions and requirements as Landlord may impose in connection with its granting of consent. Landlord shall not unreasonably withhold such consent.

4.7 Parking Areas.

At no additional rent, cost or expense to Tenant, Tenant, its employees and invitees may use on a non-exclusive, unreserved basis, together with other occupants or tenants of the Building and their employees, agents, and invitees, parking spaces in the parking areas designated from time to time by Landlord for such use. Landlord shall not be required to enforce any parking limitations or rules with respect to said parking spaces. Further, Landlord reserves the right to limit or designate use of certain parking areas or spaces or to terminate Tenant's use of the same for good cause.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber 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 Covenants Against Encumbering Title.

Tenant shall not do any act or suffer or permit any action to be taken which shall in any way encumber the title of Landlord in and to the Premises, the Building, or Real Estate, nor shall the interest or estate of Landlord in the Premises, the Building, or the Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises, the Building, or Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall

be subject and subordinate to the paramount title and rights of Landlord in and to the Premises, the Building, and Real Estate.

5.3 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 of Landlord's operations related to the Lease.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees or any of its agents or contractors hired by Landlord and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness in connection with work performed by Landlord.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage 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 by Landlord, 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 Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Landlord shall submit evidence on insurance prior to Lease award. The receipt of any 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 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 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.

6.3 Tenant's Insurance.

Landlord acknowledges and agrees that Tenant is self-insured. Tenant maintains Worker's Compensation coverage for its employees. Tenant shall be responsible for damage and loss to its personal property within the Premises where Tenant causes such damage and loss. Tenant shall provide a letter of self insurance and this will satisfy Tenant's obligations under this section.

6.4 Mutual Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this lease beyond any applicable cure periods herein.

Section 7.

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 the

Premises do not meet all Municipal Building and Fire Code provisions and are therefore 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. Provided, however, that Tenant shall not have the option to declare this lease terminated under this section where Landlord shall commence the repair, restoration or rebuilding thereof within sixty (60) days after such damage and if Landlord shall complete such restoration, repair, or rebuilding within one-hundred eighty (180) days after such damage. Provided, however, that this completion date shall be subject to any changes, deletions, or additions, in construction requested by Tenant, acts or omissions of Tenant, strikes, lockouts, casualties, acts of God, war, fuel or energy shortages, material or labor shortages, governmental regulation or control, or other causes beyond Landlord's control. If Tenant elects to terminate the lease under this section, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent and other charges. If such fire, explosion or other casualty damages the Building, Landlord may, in lieu of repairing, restore, or rebuilding the same, elect to terminate this lease by written notice to Tenant within sixty (60) after occurrence of fire or other casualty causing such damage. In such event, Tenant shall be obligated to pay rent and other charges hereunder accrued to the date when the damage occurred and Landlord shall forthwith repay to Tenant all prepaid rent and other charges.

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.*

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2015 and the rent shall be at the same rate as set forth in Section 3.1(g) for the first sixty (60) days of the holdover period and for any holdover period in excess of sixty (60) days, the rent shall be at one hundred fifteen percent (115%) of the rate set forth in Section 3.1(f) 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 Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

CJF1 L.L.C.
1808 Swift Drive
Oak Brook, Illinois 60523-1501

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 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. None of the covenants, terms, or conditions of this lease, to be kept and performed by either party, shall in any manner be altered, waived, modified changed or abandoned except by written instrument, duly signed and delivered by the other party.

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 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.

10.9 Cancellation Of Lease.

Tenant shall have the right to cancel this lease at any time after December 31, 2010 by providing one hundred eighty (180) days prior written notice to Landlord.

10.10 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.

10.11 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. Tenant reserves the right to make a separate claim for the costs of its relocation, if applicable, and Tenant may retain any payment made separately with respect to such a claim.

10.12 No Brokers.

The Department of General Services does not use brokers, tenant representatives or other finder. Tenant warrants to Landlord that no broker, tenant representative or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that Landlord does not use

brokers, landlord representatives or other finder. Tenant warrants to Landlord that no broker, tenant representative or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant be required to tender to any broker any funds due hereunder.

10.13 Relationship Of Parties.

Nothing contained herein 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, by the parties hereto, it being understood and agreed that no provision in this lease or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

10.14 Severability.

If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

10.15 Subordination Non-Disturbance Agreement.

During the lease Term, Landlord and Tenant may execute a standard Subordination Non-Disturbance and Attornment Agreement agreeable to Tenant and Landlord's mortgagee in substantially the format attached hereto as Exhibit C.

10.16 Economic Disclosure Statement Affidavit ("E.D.S.") Updates.

Throughout the lease Term, Landlord will provide Tenant with any material updates to the information previously submitted in Landlord's Economic Disclosure Statement Affidavit ("E.D.S.").

10.17 Late Payments.

In the event Tenant fails to pay the rent when due within five (5) business days, Landlord shall notify Tenant in writing of such failure. Upon receipt of notice of such failure to pay rent, Tenant shall have ten (10) business days within which to provide Landlord with such payment in full. If Tenant does not tender payment as due

hereunder, such rent shall bear interest from the date the same is payable until the same shall be paid at the rate of eight percent (8%) per annum, unless a lesser rate shall be the maximum rate permissible by law, in which event said lesser rate shall be charged. Provided, however, that this provision shall not apply for the January and February rent of each year throughout the lease Term.

10.18 Amendments.

From time to time, the parties hereto may amend ("Amendment") this lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said lease. Provided, however, that such Amendment(s) shall not serve to extend the lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification and shall be duly executed by both Landlord and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this lease and all other provisions of this lease shall otherwise remain in full force and effect.

Section 11.

Additional Responsibilities Of Landlord.

11.1 Facility Improvements.

Within ninety (90) days after lease execution, Landlord shall, at Landlord's sole cost, install new high-quality commercial carpeting, as approved by the Tenant, in the office portion of the Premises. In addition, Landlord shall, at Landlord's sole cost, repaint the office portion of the Premises. Such carpeting and painting selections shall be made upon written notice from the Tenant.

11.2 Water Service.

Subject to Section 12.12 of this lease, Landlord shall provide hot and domestic water for the Premises.

11.3 Plumbing.

Subject to Section 12.12 of this lease, Landlord shall maintain plumbing in good operable condition excluding damage caused by acts of vandalism and/or negligence from Tenant or any of its agents or clients.

11.4 Fire Extinguishers.

Landlord shall provide and maintain required fire extinguishers on the Premises. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.5 Maintenance.

In addition to the Landlord maintenance duties set forth in Section 4.3 herein, Landlord shall, at Landlord's expense, maintain the Premises in a commercially reasonable manner.

11.6 Air-Conditioning.

Subject to Section 12.12 of this lease, Landlord shall provide air-conditioning to the office portion of 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 by Tenant or any of its agents or clients.

11.7 Heating System.

Subject to Section 12.12 of this Lease, Landlord shall provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism by Tenant or any of its agents or clients.

11.8 Snow Removal.

Landlord shall provide, at Landlord expense, prompt removal of snow and ice from the common parking lot used by all Tenants.

11.9 Spot Painting.

Landlord shall perform spot painting to the office portion of the Premises on an as-needed basis.

11.10 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf and where Landlord expects reimbursement from Tenant can only be performed upon

written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Approval from any other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect. Improvements made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable by Tenant to Landlord.

11.11 Repairs For Emergencies.

In the event of an emergency where further delay would lead to material loss or significant damage to the Premises and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord of all costs associated with such emergency repairs excluding any overhead and/or profit. Landlord shall have access to the Premises at all times to repair any emergencies.

Section 12.

Additional Responsibilities Of Tenant.

12.1 Custodial Services.

Tenant shall 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.

12.2 Condition Of Property On Termination.

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 and in same environmental condition as was presented by Landlord to Tenant upon lease commencement.

12.3 Signage.

Tenant shall not install any signs on the exterior of the Premises or Building without Landlord's prior written approval of detailed plans and specifications thereof. If

Landlord has a standard form of identity sign or directory for Tenants in the Building, and if Tenant desires to have an identity sign on the exterior of the Premises or directory of the Building, Tenant shall advise Landlord of the name it desires to have on its sign or the directory. Landlord shall install any such sign showing such name, which shall be the standard sign used by Landlord for tenants in the Building. Tenant shall reimburse Landlord for Landlord's costs of fabricating and erecting any such sign or for including Tenant's name on any sign or directory of tenants of the Building within thirty (30) days after receipt of billing for such services.

12.4 Illegal Activity.

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.

12.5 Hazardous Materials.

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.

12.6 Repairs For Tenant Negligence, Vandalism Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents or contractors. Landlord shall notify Tenant in writing of such repairs. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

12.7 Removal Of Tenant's Property.

Upon termination of this lease by lapse of time or cancellation, Tenant shall remove

Tenant's personal property from the Premises and shall repair any injury or damage to the Premises which may result from any such removal, and shall restore the Premises to the same condition as prior to the installation thereof, ordinary wear and tear excepted. If Tenant does not remove Tenant's personal property from the Premises within seven (7) days after such termination, Landlord may, at its option, remove the same (and repair any damage occasioned thereby) and dispose of such items or deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery, and warehousing, to Landlord on demand, or, subject to written notice to Tenant, Landlord may treat such personal property as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

12.8 Use Of Common Area.

Tenant shall use and cause all employees, agents, invitees and licensees to use the common areas of the Building, and Real Estate, including without limitation, the sidewalks, driveways, and parking lot on the Real Estate and common hallway area in the Building in such a manner as to prevent disruption of other tenants and/or Landlord. No vehicles or material shall be permitted to block sidewalks or driveways nor shall any vehicle be parked in the parking lot for longer than is necessary for the customary business purposes of Tenant. All vehicles in common areas shall unload in an expedient manner and Tenant shall not store materials in the common areas nor delay, in the course of delivery, the removal of material from the common areas. If, after written notice to Tenant by Landlord, of a violation of this section, Tenant fails to promptly cure such violation, or, if after repeated notices to Tenant of violations of this section, Landlord may remove such vehicles or materials as are in violation of this section and Tenant shall pay Landlord's expenses in connection therewith on demand. Landlord shall have no responsibility for loss or damage to such vehicles or material, it being understood that removal is at Tenant's sole risk.

12.9 Compliance With Environmental Laws.

Landlord and Tenant shall comply with all laws, statutes, ordinances, rules and regulations (collectively "Environmental Laws") of any federal, state, or county authority having jurisdiction respecting environmental matters including, but not limited to, environmental regulations, pollution control, abatement and remediation and toxic or hazardous materials, products, substances or wastes of any kind or nature. Tenant shall not introduce or bring unto or make, produce, handle, store, process or transfer in, on or at the Building, or the Premises any type of hazardous material or product or any such material or product which could become toxic or hazardous without Landlord's prior written consent which may be withheld for any reason in Landlord's sole judgment and discretion.

Landlord and its employees and representatives shall have access to the Premises for purposes of inspection under this section and shall have the right to (i) take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made, produced, handled, stored, processed or transferred on the Premises by the Tenant or occupant claiming under Tenant or otherwise present on the Premises; and (ii) enter into and upon the Premises in the event of any violation of any Environmental Laws for purposes of assessing the damage caused to the Premises by virtue of such violation. In the event of such violation, Landlord shall notify Tenant in writing as to existence of such violation. If Tenant or anyone claiming under Tenant introduced or brought unto or made, produced, handled, stored, processed or transferred in, on or at the Building, or the Premises, then Tenant shall remove, repair, replace such materials or otherwise cure such violation. In the event that Tenant shall refuse to remove, repair, replace such materials or otherwise cure such violation then Landlord is hereby authorized to undertake such removal, repair, or replacement necessary to cure such violation on Tenant's behalf. Tenant shall reimburse Landlord all of the amounts expended by Landlord necessary for such cure. Provided, however, that Tenant shall not assume any responsibility for environmentally hazardous materials, or other substances, introduced onto the Premises prior to Tenant's occupancy of the Premises or introduced during the Term by Landlord or its agents.

Notwithstanding any provision of this Lease, the Environmental Laws or judicial decisions to the contrary, with reference to any assignment, subletting, grant of license, concession, or any other permission to use the Premises by any person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, in Landlord's sole judgment and discretion the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this section. Any assignment, sublease, license, or other permission to use the Premises from which Landlord withholds its consent as provided in this section shall be voidable at the Landlord's sole option.

12.10 Cooperation With Landlord.

Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Landlord, throughout the term of this Lease, shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction or partitions or other obstructions which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees, or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

12.11 Tenant's Antennae.

Tenant shall be entitled to install microwave antennae on the roof of the Building provided (i) such antennae and the installation and maintenance thereof complies with all building codes and regulations now or hereinafter in effect, (ii) the installation and maintenance of such antennae does not interfere with the operation of the Building or any equipment used in connection with the Building or the use of the Building by any other tenant of Landlord, (iii) such antennae does not overburden or otherwise affect the integrity of the roof, (iv) such installation shall be in a manner approved by Landlord, and (v) Tenant shall repair all damage to the roof and any portion of the Building arising out of or in any way connected with the installation, use and maintenance of such antennae.

12.12 Tenant's Maintenance.

(a) Tenant shall keep and maintain the plumbing fixtures, light bulbs and tubes, and windows on the interior of the Premises in clean and sanitary and in good condition and repair. In performing any repairs and replacements hereunder, Tenant shall comply with the requirements of this Section 12.12 hereof. Tenant's responsibilities under this Lease in general, and pursuant to this section specifically, shall fully comply with all applicable building, environmental, fire, health, safety and police orders, regulations codes and ordinances (collectively the "Municipal Code"). Notwithstanding the foregoing, Tenant shall not be responsible for the performance of any structural changes or structural repairs to the Premises required by Municipal Code unless such work arises out of (i) Tenant's specific use or operations at the Premises, (ii) any negligent act or omission of Tenant, or (iii) any improvement, alteration, addition or other work to the Premises undertaken by Tenant. Tenant shall promptly remove any debris left by Tenant, its employees, agents, contractors, customers or invitees in the common areas of the Building and in the parking area or other areas of the Real Estate.

(b) If Tenant's use of the Premises imposes excessive demand on the H.V.A.C., air handler and furnace systems and related equipment, then Tenant shall be responsible for all costs reasonably related to repairs resulting from such excessive use and shall pay the same to Landlord within thirty (30) days. Provided, however, that in the event Landlord becomes aware of such excessive use by Tenant Landlord must first advise Tenant in writing of such excessive use thereby providing Tenant with a reasonable opportunity to abate such excessive use. In the event Landlord does not so advise Tenant and Landlord unilaterally undertakes such repairs, the costs of such repairs shall be borne by Landlord. Provided, however, that Landlord is not required to provide such notice in the event of an emergency where failure to act would lead to material loss or significant damage to the Premises.

(c) Subject to Section 12.9. Landlord, at all times during the Term, shall have the authority to execute and keep in force a maintenance contract or contracts, providing for regular inspection of the heating, air-conditioning and ventilating equipment, and

providing for necessary repairs thereto and/or a custodial contract providing for custodial, janitorial and cleaning services in the event the Premises are not maintained in the condition as required under this Lease. Provided, however, that Landlord will not enter into a custodial contract unless and until Landlord provides Tenant with written notice of Tenant's failure to so maintain the Premises and Tenant fails to adequately maintain the Premises within ten (10) days following receipt of such notice. All costs so incurred by Landlord relating to custodial, janitorial and cleaning services in the Premises shall be the obligation of Tenant hereunder, without mark-up or other premium.

Section 13.

Option To Expand.

13.1 Option To Expand.

Provided Tenant is not in default under the terms and conditions of this Lease on the date of the Expansion Notice (as hereinafter defined) is delivered to Landlord, Tenant shall have the option ("Expansion Option") to lease that portion of the Building commonly known as Bays 7, 8 and 9 (the "Expansion Premises"), as described on Exhibit A, subject to the terms and conditions hereinafter provided. At any time during the Lease Term, Landlord may, but is not required to, notify Tenant as to the date in the future ("Availability Date") as of which the Expansion Premises shall be available to Tenant ("Landlord's Notice"). The space designated in Landlord's Notice shall include the Expansion Premises and be the "Designated Space". Upon receipt of Landlord's Notice, Tenant shall have thirty (30) days, unless otherwise extended by the parties, to exercise its Expansion Option. Tenant's Expansion Option must be exercised as to one hundred percent (100%) of the Designated Space. If Tenant does not notify Landlord of its election to exercise its Expansion Option with respect to the Designated Space within said thirty (30) day period, or any extension thereof, then Tenant shall be deemed to have elected not to exercise its Expansion Option with respect to the Designated Space and shall waive its Expansion Option with respect to such Designated Space. If Tenant, exclusively through the Commissioner of the Department of General Services, elects to exercise its Expansion Option and provides written notice to Landlord of the same within thirty (30) days, or any extension thereof, then Tenant shall lease the Designated Space in "as-is" condition and on the same terms and conditions contained in the Lease, except (i) commencing as of the date the Expansion Premises are delivered to Tenant, annual rent shall be increased by an amount not to exceed the product of (a) the then current Rent for the Premises as set forth in Section 3.1 above on a per square foot basis, multiplied by the number of square feet in the Designated Space; (ii) Rent for the Designated Space shall be payable in equal monthly installments; and (iii) the term "Premises" and "Building" for all purposes of this Lease shall include the Designated Space. The parties shall execute an Amendment

to this Lease mutually agreeable to both parties outlining the points noted above. Said Amendment shall include a revised rent schedule and said Amendment must be executed by all signatories to this Lease.

13.2 Delivery Of Possession.

If any lessee then in possession of the Designated Space refuses or fails to deliver possession thereof, or in the requisite condition, Landlord shall diligently proceed to compel such lessee to so deliver possession by prosecution of court process and the date for such Designated Space to be added to the Premises shall be delayed until possession of such Designated Space is delivered to Tenant. Provided, however, that such failure of Landlord to deliver possession of the Designated Space to Tenant due to failure of the lessee then in possession to vacate or to appropriately deliver possession of such Designated Space to Landlord shall not be a default of this Lease by Landlord.

13.3 Termination Of Option.

This Expansion Option shall automatically terminate upon the earliest to occur of (i) the termination of this Lease, (ii) the termination of Tenant's right to possession of the Premises, (iii) the assignment or subletting by Tenant, or (iv) the failure of Tenant to timely or properly exercise the Expansion Option provided herein.

Section 14.

Right Of First Refusal.

14.1 Right Of First Refusal.

Provided Tenant is not in default under the terms and conditions of this Lease, Tenant shall have a right of first opportunity through the end of the Term ("Right of First Opportunity") to purchase the Premises, Building and/or the greater property on which the Premises are situated subject to the terms and conditions set forth herein. Immediately prior to the date on which Landlord contemplates submitting a bona fide formal proposal to a third party with respect to the sale of the Premises and/or the greater property on which the Premises are situated, provided Tenant is not in default under any of its obligations under this Lease, Landlord shall tender written notice to the Commissioner of the Department of General Services as to the terms under which Landlord proposes to offer the Premises, Building and/or the greater property on which the Premises are situated for sale. In the event Tenant (through its Commissioner of the Department of General Services) elects to exercise its Right of First Opportunity, Tenant

(through its Commissioner of the Department of General Services) must provide written notice to Landlord of its election. Landlord and Tenant must enter into a contract in form and content satisfactory to Landlord and Tenant and said contract must contain the terms set forth in Landlord's notice setting within fifteen (15) days after Tenant's receipt of Landlord's notice. If the Commissioner of the Department of General Services does not notify Landlord of its election to exercise its Right of First Opportunity or the parties fail to enter into a contract for the sale of the Premises, Building and/or the greater property on which the Premises are situated satisfactory to each within said fifteen (15) day period, unless otherwise extended by the parties, then Tenant shall be deemed to have elected not to exercise its Right of First Opportunity. Provided, however, that at the lapse of said fifteen (15) days, or any extension thereof, Landlord may, at Landlord's sole and exclusive discretion, extend said period for another fifteen (15) days.

14.2 Conveyance Of Good Title.

At the close of a purchase, the Landlord shall, at Landlord's expense, deliver to the Tenant an owner's policy of title insurance, with extended coverage, in the amount of the purchase price. Landlord shall pay all taxes due and payable as of the date of closing and shall remain liable for and make timely payment of all taxes attributable to the time period prior the date of closing (i.e., accrued taxes, not yet due and payable) after the date of closing, unless the Landlord and Tenant agree on a credit to be given to the Tenant in exchange for Tenant's assumption of such taxes. Landlord shall also be responsible for all charges, other than utilities assumed by the Tenant pursuant to Section 3.4 herein, attributable to the time period prior to the date of closing, and shall deliver title to the Premises free and clear of any mortgage, mechanic's liens, judgments, taxes, penalties or other liens.

Section 15.

Rent Reduction In The Event Of Real Estate Tax Abatement As A Result Of New Legislation.

In the event that legislation is ever passed mandating a reduction of all or a portion of real estate taxes for property leased by the City of Chicago from other private entities, then the Tenant shall be entitled to a monthly reduction in rent equal to one-twelfth (1/12) of such annual reduction. Said annual reduction shall be the difference between the last full year's tax amount and the new annual tax amount resulting from such new legislation. Tenant shall be entitled to this reduction for every year where the revised tax amount is less than the last full year's tax amount provided such reduction is the

result of such legislation. The parties warrant that the Permanent Index Numbers for the subject Real Estate are 25-11-300-006; -009; -029; -037.

Section 16.

Estoppel Certificate.

Upon not less than ten (10) days from receipt of written request from Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a written statement certifying (if true and to the best of Tenant's knowledge): (i) that Tenant has accepted the Premises, (ii) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified stating the modifications), (iii) that to Tenant's knowledge, Landlord is not in default hereunder; (iv) the date to which the rental or other charges have been paid in advance, if any, and (v) such other certifications as reasonably may be required by Landlord or Landlord's mortgagee. It is intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchases or mortgagee of the Premises, Building or Real Estate and their respective successors and assigns.

Section 17.

Landlord Disclosures And Affirmations.

17.1 Business Relationships.

Landlord 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) 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.

17.2 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, any 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.

17.3 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 Subowners (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 the 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 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.

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, 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, 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.

17.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord 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 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. Compliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect the 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:

CJF1 L.L.C., a Delaware limited liability
company

By: CenterPoint Mirvac L.L.C. (f/k/a
CenterPoint James Fielding,
L.L.C.), a Delaware limited
liability company

Its: Designated Manager

By: _____

Its: _____

By: _____

Its: _____

Tenant:

City of Chicago, an Illinois municipal
Corporation

By: The Department Of General Services

By: _____
Commissioner

Approved: Department of Streets and
Sanitation

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

[Exhibits "A" and "B" referred to in this Lease
Agreement with CJF1, L.L.C. unavailable
at time of printing.]

Exhibit "C" referred to in this Lease Agreement with CJF1, L.L.C reads as follows:

Exhibit "C".
(To Lease Agreement With CJF1, L.L.C.)

*Subordination, Non-Disturbance And
Attornment Agreement.*

Reference is made to the Lease dated _____, 2007 ("Lease"), between CJF1, L.L.C., a Delaware limited liability company, ("Landlord") and the City of Chicago, an Illinois municipal corporation and home rule unit of government under the 1970 Illinois Constitution, acting by and through its Department of General Services ("Tenant") pertaining to certain premises (the "Premises") containing approximately Bays 1, 2, 5 and 6 including approximately two hundred eight thousand one hundred nine (208,109) square feet of warehouse/garage area and approximately seventeen thousand three hundred ninety (17,390) square feet of office/lunchroom/locker room area located on the south side of Bay 5 and approximately seven (7) acres of yard storage adjacent to

Bay 5 and Bay 6 and located in and around that certain building (the "Building") commonly known as 900 East 103rd Street, Chicago, Illinois on the ground floor of the real property and improvements commonly known as 900 East 103rd Street, Chicago, Illinois (the "Real Estate"), as legally described in (Sub)Exhibit A to the Lease. [Insert Name Of Lender] ("Mortgagee") holds a mortgage ("Mortgage") encumbering the Building. Mortgagee and Tenant hereby agree:

1. Tenant acknowledges that the Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the lien of the Mortgage. Tenant's right to possession of the Premises shall not be disturbed by Mortgagee, its successors or assigns, provided Tenant is not in default of (beyond any applicable grace periods) and shall continue to observe and perform its obligations under said Lease and this agreement and pay all amounts payable thereunder to whomever may be lawfully entitled to same from time to time without any offset or other defense.

2. Tenant shall attorn as Tenant under the Lease, so long as the Lease is then in full force and effect, to the purchaser of the Building at any foreclosure sale or to the grantee of a deed in lieu of foreclosure (such purchaser or grantee hereinafter referred to as ("Foreclosure Purchaser")).

3. Neither Mortgagee, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be obligated or liable to Tenant for any prior act, omission or default on the part of the Landlord or any prior landlord under the Lease, except to the extent that any such act or omission constitutes a default which continues after the Mortgagee, its successors or assigns or any such Foreclosure Purchaser succeeds to the interest of Landlord under the Lease for continuing defaults affecting Tenant's use of the Premises (a "Continuing Default"), or (ii) be obligated or liable to Tenant for any security deposit or any other sums deposited with the Landlord, or any prior landlord under the Lease and not physically delivered to Mortgagee, its successors or assigns, or (iii) be subject to any abatement, credit, offset, setoff or defense against, or liable for any act or omission of Landlord, except with respect to Continuing Defaults, or (iv) be bound by any previous modification or amendment of the Lease, or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Mortgagee, or its successors or assigns; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser.

4. Tenant agrees to give Mortgagee by registered or certified mail, return receipt requested, a copy of any notice of default served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time period provided for in the Lease, then Mortgagee shall have an additional thirty (30) days (or in the case of an emergency situation, such shorter period of time as is reasonable) within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within the time provided for in the Lease,

Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

5. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee, by reason of a default under the mortgage or otherwise, shall acquire title to the Building, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Building for payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment that may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Building, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

6. This agreement shall inure to the benefit of the parties hereto and their respective successors and assigns, however, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

8. The capitalized terms used in this agreement shall have the same definitions as set forth in the Lease, to the extent that such capitalized terms are defined therein and not redefined in this agreement.

This agreement has been executed by the parties hereto as of this ____ day of _____, 2007.

Mortgagee: [Insert Name]

By: _____

Name: _____

Its: _____

Address:

[Insert Address]

Tenant:

City of Chicago,
acting by and through its Department
of General Services

By: _____

Name: Michi E. Peña

Its: Commissioner

[(Sub)Exhibit "A" referred to in this Subordination,
Non-Disturbance and Attornment Agreement
unavailable at time of printing.]

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SUBSECTION 30.41 TO DISALLOW ISSUANCE OF
ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF NORTH CENTRAL AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ariel Reboyras (which was referred on October 31, 2007) to amend Section 4-60-023 of the Municipal Code of Chicago by

prohibiting the further issuance of licenses for the sale of package goods in portions of the 30th Ward, 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 December 6, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-023 (30.41), 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:

(Omitted text is unaffected by this ordinance.)

(30.41) On North Central Avenue, from West Altgeld Street to West Schubert Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60 SECTIONS 022 AND 023
OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL
ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES
ON PORTIONS OF VARIOUS PUBLIC WAYS
WITHIN FORTIETH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on October 31, 2007) to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago by prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 40th Ward, 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 December 6, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulner, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Subsection 4-60-012(d) of the Municipal Code of Chicago authorizes the reformatting of areas previously established as liquor license moratoria areas provided that the criteria set forth in that subsection are met; now, therefore,

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021, no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

40.3(a) On the west side of Clark Street, from Devon Avenue to Wallen Avenue.

40.3(b) On the east side of Clark Street, from Devon Avenue to Wallen Avenue.

40.4(a) On the west side of Lincoln Avenue, from Winnemac Avenue to Foster Avenue.

40.4(b) On the east side of Lincoln Avenue, from Winnemac Avenue to Foster Avenue.

- 40.5(a) On the west side of Lincoln Avenue, from Foster Avenue to Balmoral Avenue.
- 40.5(b) On the east side of Lincoln Avenue, from Foster Avenue to Balmoral Avenue.
- 40.6(a) On the west side of Lincoln Avenue, from Balmoral Avenue to Bryn Mawr Avenue.
- 40.6(b) On the east side of Lincoln Avenue, from Balmoral Avenue to Bryn Mawr Avenue.
- 40.7(a) On the west side of Lincoln Avenue, from Bryn Mawr Avenue to Francisco Avenue.
- 40.7(b) On the east side of Lincoln Avenue, from Bryn Mawr Avenue to Francisco Avenue.
- 40.8(a) On the west side of Lincoln Avenue, from Francisco Avenue to Peterson Avenue.
- 40.8(b) On the east side of Lincoln Avenue, from Francisco Avenue to Peterson Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by adding the language underscored, 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:

(Omitted text is unaffected by this ordinance.)

- 40.3(a) On the west side of Clark Street, from Devon Avenue to Wallen Avenue.
- 40.3(b) On the east side of Clark Street, from Devon Avenue to Wallen Avenue.
- 40.4(a) On the west side of Lincoln Avenue, from Winnemac Avenue to Foster Avenue.

- 40.4(b) On the east side of Lincoln Avenue, from Winnemac Avenue to Foster Avenue.
- 40.5(a) On the west side of Lincoln Avenue, from Foster Avenue to Balmoral Avenue.
- 40.5(b) On the east side of Lincoln Avenue, from Foster Avenue to Balmoral Avenue.
- 40.6(a) On the west side of Lincoln Avenue, from Balmoral Avenue to Bryn Mawr Avenue.
- 40.6(b) On the east side of Lincoln Avenue, from Balmoral Avenue to Bryn Mawr Avenue.
- 40.7(a) On the west side of Lincoln Avenue, from Bryn Mawr Avenue to Francisco Avenue.
- 40.7(b) On the east side of Lincoln Avenue, from Bryn Mawr Avenue to Francisco Avenue.
- 40.8(a) On the west side of Lincoln Avenue, from Francisco Avenue to Peterson Avenue.
- 40.8(b) On the east side of Lincoln Avenue, from Francisco Avenue to Peterson Avenue.
- 40.9 On the south side of Pratt Boulevard, from Glenwood Avenue to Ashland Avenue.
- 40.10(a) On the north side of North Shore Avenue, from Lakewood Avenue to Ashland Avenue.
- 40.10(b) On the south side of North Shore Avenue, from Lakewood Avenue to Ashland Avenue.
- 40.11(a) On the north side of Albion Avenue, from Lakewood Avenue to Ashland Avenue.
- 40.11(b) On the south side of Albion Avenue, from Lakewood Avenue to Ashland Avenue.
- 40.12 On the south side of Loyola Avenue, from Sheridan Road to Lakewood Avenue and on both sides of Loyola Avenue, from Lakewood Avenue to Glenwood Avenue.

- 40.13(a) On the north side of Arthur Avenue, from Sheridan Road to Glenwood Avenue.
- 40.13(b) On the south side of Arthur Avenue, from Sheridan Road to Glenwood Avenue.
- 40.14(a) On the north side of Arthur Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.14(b) On the south side of Arthur Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.15(a) On the north side of Highland Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.15(b) On the south side of Highland Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.16 On Rosemont Avenue, from Broadway to Glenwood Avenue.
- 40.17(a) On the north side of Rosemont Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.17(b) On the south side of Rosemont Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.18(a) On the north side of Thome Avenue, from Glenwood Avenue to Ashland Avenue.
- 40.18(b) On the south side of Thome Avenue, from Glenwood Avenue to Ashland Avenue.

(Omitted text is unaffected by this ordinance.)

- 40.32(a) On the west side of Glenwood Avenue, from Rosemont Avenue to Arthur Avenue.
- 40.32(b) On the east side of Glenwood Avenue, from Rosemont Avenue to Arthur Avenue.
- 40.33 On Glenwood Avenue, from Arthur Avenue to Columbia Avenue; and on the west side of Glenwood Avenue, from Columbia Avenue to Pratt Boulevard; and on the south side of Columbia Avenue, from Glenwood Avenue to the right-of-way of the Chicago Transit Authority (Howard line).

- 40.34(a) On the west side of Newgard Avenue, from Devon Avenue to Albion Avenue.
- 40.34(b) On the east side of Newgard Avenue, from Devon Avenue to Albion Avenue.
- 40.35(a) On the west side of Newgard Avenue, from Albion Avenue to Pratt Boulevard.
- 40.35(b) On the east side of Newgard Avenue, from Albion Avenue to Pratt Boulevard.
- 40.36 On Greenview Avenue, from Hood Avenue to Devon Avenue.
- 40.37(a) On the west side of Greenview Avenue, from Devon Avenue to Albion Avenue.
- 40.37(b) On the east side of Greenview Avenue, from Devon Avenue to Albion Avenue.
- 40.38(a) On the west side of Greenview Avenue, from Albion Avenue to Pratt Boulevard.
- 40.38(b) On the east side of Greenview Avenue, from Albion Avenue to Pratt Boulevard.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60 SECTIONS 022 AND 023
OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SUBSECTION TO DISALLOW ISSUANCE OF
ADDITIONAL ALCOHOLIC LIQUOR AND
PACKAGE GOODS LICENSES ON
PORTIONS OF VARIOUS PUBLIC
WAYS WITHIN FORTY-
SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gene Schulter (which was referred on October 31, 2007) to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago prohibiting the further issuance of licenses for the sale of alcoholic liquor in portions of the 47th Ward, 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 December 6, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 through 16 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 replacing subsection 4-60-022 (47.63), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 9, 2003 at page 3878, as follows:

4-60-022 (47.63) On Western Avenue, from Berteau Avenue to Montrose Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.12), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 9, 2003 at page 3881, as follows:

4-60-023 (47.12) On the west side of Clark Street, from Byron Street to Berteau Avenue.

SECTION 4. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.22), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 9, 2003 at page 3882, as follows:

4-60-023 (47.22) On Damen Avenue, from Lawrence Avenue to Argyle Street.

SECTION 5. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.35), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 9, 2003 at page 3884, as follows:

4-60-023 (47.35) On Lawrence Avenue, from Ravenswood Avenue to Damen Avenue.

SECTION 6. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of November 5, 2003 at page 10723, as follows:

4-60-023 (47.5) On Ashland Avenue, from Grace Street to Irving Park Road.

SECTION 7. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.42), which was previously deleted

as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of November 3, 2004 at page 35123, as follows:

4-60-023 (47.42) On Lincoln Avenue, from Wilson Avenue to Lawrence Avenue.

SECTION 8. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.41), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 9, 2005 at page 42242, as follows:

4-60-022 (47.41) On Lincoln Avenue, from Berteau Avenue to Montrose Avenue.

SECTION 9. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.37), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 9, 2005 at page 44076, as follows:

4-60-023 (47.37) On Lawrence Avenue, from Leavitt Street to Western Avenue.

SECTION 10. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.49), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 8, 2005 at page 50249, as follows:

4-60-023 (47.49) On Montrose Avenue, from Western Avenue to the Chicago River.

SECTION 11. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (33.36), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of September 14, 2005 at page 55574, as follows:

4-60-023 (33.36) On the west side of Western Avenue, from Gunnison Street to Wilson Avenue.

SECTION 12. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.61), which was previously deleted

as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 6, 2005 at page 58186, as follows:

4-60-023 (47.61) On Western Avenue, from Grace Street to Irving Park Road.

SECTION 13. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 26, 2006 at page 81847, as follows:

4-60-022 (47.5) On Ashland Avenue, from Grace Street to Irving Park Road.

SECTION 14. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.31), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 4, 2006 at page 87419, as follows:

4-60-022 (47.31) On Irving Park Road, from Damen Avenue to Leavitt Street.

SECTION 15. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.43), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 14, 2005 at page 67157, as follows:

4-60-022 (47.43) On Lincoln Avenue, from Ainslie Street to Winnemac Avenue.

SECTION 16. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.21), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 17, 2003 at page 15899, as follows:

4-60-023 (47.21) On Damen Avenue, from Wilson Avenue to Lawrence Avenue.

SECTION 17. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 025 OF
MUNICIPAL CODE OF CHICAGO BY PROHIBITING
ISSUANCE OF ADDITIONAL LATE HOUR
ALCOHOLIC LIQUOR LICENSES ON
PORTIONS OF VARIOUS PUBLIC
WAYS WITHIN NINETEENTH
AND FORTY-SIXTH WARDS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Aldermen Virginia Rugai and Helen Shiller (which was referred on June 13, 2007 and September 5, 2007), to amend Section 4-60-025 of the Municipal Code of Chicago by restricting the issuance of new or additional late hour alcoholic liquor licenses for consumption on premises in the 19th and 46th Wards of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on October 24, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor on a late-hour basis within and near the areas.

SECTION 2. Section 4-60-025 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-60-025 Restrictions On Additional Late Hour Licenses.

Subject to the provisions of Section 4-60-021, except for subsections 4-60-021 (c)(1), (c)(2) and (c)(3), no additional late-hour license shall be issued for the sale of alcoholic liquor, for consumption on the premises, within the following areas of the city, designated as wards and bounded as provided in Article III of Chapter 2-8 of the Code, as amended: 19, 42, 43, 44, 46.

SECTION 3. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, the notice required under subsection (e) of Section 4-60-021 of the Municipal Code with respect to this ordinance shall be given by publication in a newspaper of general circulation in the city.

SECTION 4. To the extent that any provision of or action in the passage of this ordinance conflicts with any other ordinance passed by the City Council of the City of Chicago, the provisions of this ordinance shall take precedence.

SECTION 5. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 025 OF
MUNICIPAL CODE OF CHICAGO BY PROHIBITING
ISSUANCE OF ADDITIONAL LATE HOUR
ALCOHOLIC LIQUOR LICENSES
WITHIN FORTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gene Schulter (which was referred on October 31, 2007), to amend Section 4-60-025 of the Municipal Code of Chicago restricting the issuance of new or additional late hour alcoholic liquor licenses for consumption on premises in the 47th Ward of the City of Chicago, begs leave to report and 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.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor on a late-hour basis within and near the areas.

SECTION 2. Section 4-60-025 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-025 Restrictions On Additional Late Hour Licenses.

Subject to the provisions of Section 4-60-021, except for subsections 4-60-021 (c)(1), (c)(2) and (c)(3), no additional late-hour license shall be issued for the sale of alcoholic liquor, for consumption on the premises, within the following areas of the city, designated as wards and bounded as provided in Article III of Chapter 2-8 of the Code, as amended: 19, 42, 43, 44, 46, 47.

SECTION 3. Notwithstanding any provision of the Municipal Code of Chicago to the contrary, the notice required under subsection (e) of Section 4-60-021 of the Municipal Code with respect to this ordinance shall be given by publication in a newspaper of general circulation in the city.

SECTION 4. To the extent that any provision of or action in the passage of this ordinance conflicts with any other ordinance passed by the City Council of the City of Chicago, the provisions of this ordinance shall take precedence.

SECTION 5. This ordinance shall be in force and effect upon passage and publication.

REPEAL OF TITLE 10, CHAPTER 8, SECTION 272 OF
MUNICIPAL CODE OF CHICAGO REGARDING
DISTRIBUTION OF ADVERTISING MATERIALS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Aldermen Beale, Hairston, Lyle, Thomas, Burnett, Shiller, Flores, Rugai, Schulter and others (which was referred on October 31, 2007) to amend Chapter 10-8 of the Municipal Code of Chicago as it pertains to the

distribution of advertising materials, 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 November 28, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 10-8 of the Municipal Code of the City of Chicago is hereby amended by deleting the language of Section 272 struck through as follows:

~~10-8-272 Distribution Of Newspapers, Periodicals And Directories.~~

~~It shall be unlawful for any person to distribute or to cause others to distribute as defined in Section 10-8-325, newspapers, periodicals, and directories of any kind on any public way or other public place or on the premises of any private property in the city in such a manner that it is reasonably foreseeable that such distribution will cause litter. Unlawful methods of distribution include, but are not limited to, leaving stacks of papers on the ground without any means of~~

~~securing them. Lawful methods of distribution include, but are not limited to, delivering materials that are bundled using cord or string or that are wrapped in plastic, and placing materials in bins provided for such purpose. Any person hiring or requesting another to distribute such materials is required to provide the person so hired or requested with a copy of this section and to require compliance therewith. This section does not apply to materials distributed from newsracks or newspaper stands, or to materials delivered pursuant to a subscription or similar request. Any person violating any of the provisions of this section shall be fined not less than \$200.00 or more than \$1,000.00 for each offense.~~

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication.

COMMITTEE ON PARKS AND RECREATION.

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT
FEE FUNDS FOR DEVELOPMENT OF PUBLIC PARK AT
1420 WEST GRACE STREET AND EXECUTION OF
INTERGOVERNMENTAL COOPERATION
AGREEMENT WITH CHICAGO
BOARD OF EDUCATION.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having under consideration a communication from the Mayor (referred November 13, 2007) at the request of the Commissioner of Planning and Development transmitting an ordinance authorizing the expenditure of open space impact fee funds for Blaine Campus Park, begs leave

to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Parks and Recreation.

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Lakeview Community Area Number 6 have deepened the already significant deficit of open space in said Lakeview Community Area Number 6, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 to 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of same date; and

WHEREAS, The Public Building Commission of Chicago ("P.B.C.") owns or shall acquire fee simple interest in the property located at 1420 West Grace Street, in Chicago, Illinois (the "Commission Property"); and

WHEREAS, The Board has constructed park improvements on the Commission Property to create a campus park which will provide open space and recreational facilities for the benefit of the residents of the Lakeview Community Area Number 6, such construction referred to herein as the "Project"; and

WHEREAS, The Board has the right to manage and control the Commission Property, including the right to commence and complete the Project, pursuant to a

Lease dated April 1, 1993, as amended by Amendment Number 1 to Lease dated June 14, 1996 between the Board and P.B.C.; and

WHEREAS, D.P.D. wishes to make available to the Board proceeds from the Open Space Fees collected by D.O.R. in an amount not to exceed Three Hundred Thirteen Thousand Three Hundred Sixty-four Dollars (\$313,364) for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Lakeview Community Area Number 6; 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 City and the Board have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit A (the "Agreement") whereby the City shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, The Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement attached hereto as Exhibit 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 Spaces Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the City to enter into the Agreement; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditures of the Open Space Fees for the Project as described herein, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") is hereby authorized to provide proceeds from Open Space Fees to the Board in an amount not to exceed Three Hundred Thirteen Thousand Three Hundred Sixty-four Dollars (\$313,364) from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Subject to the approval of the Corporation Counsel as to form and legality, and the approval of the City Comptroller, the Commissioner of D.P.D. is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents as are necessary, between the City of Chicago and the Board of Education of the City of Chicago, which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Cooperation Agreement.

(Blaine Campus Park)

This intergovernmental cooperation agreement (the "Agreement") is entered into as of the first (1st) day of December, 2007, 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 Board of Education of the City of Chicago, a body politic and corporate (the "Board").

Recitals.

Whereas, The Public Building Commission of Chicago ("P.B.C."), is the owner of a parcel of land commonly known as the Blaine Elementary School, in the Lakeview Community Area, in Chicago, Illinois (the "Property") which is commonly known and legally identified and described on (Sub)Exhibit A hereto; and

Whereas, The Board has the right to manage and control the Property, including the right to enter into this Agreement under a Lease dated April 1, 1993, as amended by Amendment Number 1 to Lease dated June 14, 1996 by and between the Board and the P.B.C. (the "Lease"); and

Whereas, The Board has constructed a campus park ("Campus Park") on the Property (the construction of which is referred to herein as the "Project"); 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 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 Area (the "Community") and contiguous communities (the "Proceeds") and has deposited such Proceeds in Fund Number PS06 131 08 5006 2604; and

Whereas, On _____, 2007, 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") (i) 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 (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed Three Hundred Thirteen Thousand Three Hundred Sixty-four and no/100 Dollars (\$313,364.00) (the "City Funds") as a contribution towards the costs of the Project to partially fund the Project, which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

Whereas, On November 14, 2007, the Board, under authority granted in Board Report 07-1114-0P (the "Board Report"), authorized the Board to enter into this

Agreement with the City for the development of the Park and implementation of the Project and to accept the City Funds to fund a portion of the Project in accordance with the Project Description set forth on (Sub)Exhibit B; and

Whereas, The Board will operate and maintain the Park as a Campus Park in accordance with this Agreement; and

Whereas, The City and Board have determined that it is in their best interest 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 procedure and guidelines to be followed with respect to the Project.

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, 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.

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 to receive notices to the City given pursuant to this Agreement and otherwise to act as the City's representative implementing this Agreement. The City hereby designates Kathleen Dickhut as the Authorized City Representative.

Authorized Board Representative. The person or entity employed or retained by the Board to receive notices to the Board given pursuant to this Agreement and otherwise to act as the Board's representative implementing this Agreement. The Board hereby designates Heather Obora as the Authorized Board Representative.

Contracts. The contracts which have been entered into between the Board and the Contractors, 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) prepared by the Board.

Contractors. The contractors that have contracted with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Campus Park. For purposes of this Agreement, the term "contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project.

Final Acceptance. The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

Project. The remediation, design, development, construction and improvement of the Property that have previously been undertaken by the Board.

Property. The real estate parcels described on (Sub)Exhibit A and upon which the Campus Park has been constructed. After construction of the Project, the term Property shall be deemed also to 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 Representative and the Authorized Board Representative which must be completed before Final Acceptance.

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 this Agreement.

Section 3.

Development And Construction Of The Campus Park.

3.1 Project.

The Board will administer, coordinate, implement and manage the Project.

3.2 Review Of Project.

The Board, by its designated representatives, has reviewed and approved the scope of Work required for the Project as well as the design documents and specifications for the Project. Such review included the cost estimates, assessments and/or remediation of environmental conditions, site preparation, and demolition of existing buildings, footings and foundations, scheduling and any other factors that affected the coordination or cost of the Project.

3.3 Implementation And Completion Of Project.

Upon completion of the review procedures described in Section 3.2 above, the Board determined the final Budget and the Schedule for the Project and the Board commenced implementation of the Project. The Board has completed the Project for a total cost of One Million Eighty-five Thousand One Hundred Seventy-eight and 25/100 Dollars (\$1,085,178.25).

3.4 Selection Of Contractors.

Industrial Fence, Inc., Speedy Gonzalez Landscaping, Inc. and Chicagoland Paving Contractors (individually and/or collectively sometimes referred to herein as "Contractor" or "Contractors") were retained by the Board as the Contractors for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors and any subcontractor complied with the licensing 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.

3.5 Contracts.

The Board let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

3.6 Permits.

At the City's request, the Board, at the Board's expense, shall provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a

Campus Park from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the Property is appropriately zoned to be used, occupied and operated as a Campus Park.

3.7 Construction.

The Board represents to the City that it has constructed the Campus Park on the Property in accordance with the construction documents and a landscape plan for the Project listed on (Sub)Exhibit D (the "Drawings"), which have been approved by D.P.D. and the Open Space Development Committee and which are incorporated herein by reference.

3.8 Contractor's Insurance.

[Intentionally omitted]

3.9 Inspection And Oversight.

The Board carefully inspected the Property prior to commencement of any activity on the Property to ensure that such activity would not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public. The City reserves the right, but shall have no obligation, to inspect the work done on the Property.

3.10 Title Commitment And Insurance.

The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the Property that it deems necessary.

3.11 Survey.

The Board shall be responsible for obtaining at the Board's expense any survey of the Property that it deems necessary.

3.12 Development Budget For The Project.

The Board has prepared the Budget describing on a line item basis the various hard and soft construction costs relating to the development of the Project set forth on (Sub)Exhibit D (the "Budget"), which has been approved by D.P.D.

3.13 Construction Funds.

The Board has paid for the costs of the development and construction of the Project.

3.14 Reports.

The Board shall provide the City with reports on the progress of the Project and reasonable access to its books and records relating to the Project upon the City's request.

3.15 No Liens.

The Board agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Board.

Section 4.

Funding.

Disbursement Of City Funds.

The Board and Contractor have provided the City with appropriate owner and contractor sworn statements, a waiver of lien from the Contractor and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the Board and the Contractor, a general waiver of lien from the Board and the Contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project, if available. In addition, the Board 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 Board.

Section 5.

Limited Applicability.

Approvals.

The approval of the Drawings by D.P.D. were 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 D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the D.P.D. shall be only for the benefit of the Board.

Section 6.

Reserved.

Section 7.

Certificate Of Completion.

Certificate Of Completion; Inspection.

The Board warrants that it has completed the Project in accordance with the Drawings. The City, upon written request by the Board, shall furnish the Board with a certificate of completion ("Certificate") evidencing that the Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board 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 any improvements in the Park.

Upon written request by the Board for the Certificate, D.P.D. shall promptly undertake an inspection of the Project and thereafter provide the Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board 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, the Board shall resubmit a written request for a Certificate from the City.

Section 8.

Continuing Obligations Of The Board.

Maintenance And Use.

After the issuance of the Certificate by the City, the Board shall comply with the

covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Park, all of which shall run with the land with respect to the Property as obligations binding upon the Board, and all successors in title thereto, as permitted hereunder.

8.1 Maintenance Of The Campus Park.

On-Going Maintenance Of The Campus. The Board shall (a) maintain, repair and, if required, replace the trees, plants, and vegetation (including annual flower beds), the brick pavers, sidewalks, paving, park fixtures, fencing, furnishings, improvements and the sprinkler systems (including draining the sprinkler lines when and as appropriate); (b) provide light bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials.

8.2. Use Of The Campus Park.

(a) Generally.

The Campus Park shall be utilized as open space for use as a Campus Park by the public. The Board shall not restrict access to the Campus Park by the public during the hours of operation of the Campus Park and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Campus Park by the public. In order that the Campus Park may be so utilized by the public, the Board agrees to undertake the following activities: (a) lock any gate to the Campus Park (if any) at dusk and unlock the gate at dawn for each day; and (b) otherwise undertake the maintenance of the Campus Park in accordance with the terms and provisions of this Section 8. The Board shall not store any toxic or hazardous materials at the Campus Park. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Campus Park by the Board without the prior written approval of D.P.D.

(b) No Rights Of Use For Private Purposes Conferred.

This Agreement does not confer any special rights upon the Board or any other person or entity to use the Campus Park for private parties or events. The use of alcohol in the Campus Park by any person or entity is strictly prohibited.

(c) Injury To Persons And Property; Insurance And Indemnity.

The City acknowledges that the Board is self-insured and furthermore, the Board

agrees to indemnify, protect, defend and hold the City harmless from and against any and all losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising under, through or by virtue of the construction, operation, use, and maintenance of the Campus Park, or (ii) the failure of the Board to perform its obligations under this Agreement. This indemnification shall survive any termination of this Agreement.

The Board acknowledges that the City is self-insured and furthermore, the City agrees to indemnify, protect, defend and hold the Board harmless from and against any and all losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising under, through or by virtue of the failure of the City to perform its obligations under this Agreement. This indemnification shall survive any termination of this Agreement.

(d) Permits.

The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Campus Park.

Section 9.

City's Post-Certificate Obligations.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1 Utilities.

The City shall be liable to provide utility service (e.g. electrical, water and sewer) to the Campus Park.

9.2 Discretionary Maintenance And Use By City.

The City may elect, at the City's sole cost and expense, to install and remove holiday lighting and seasonal decor, to make the Campus Park available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Campus Park for limited, short term purposes. In the event such short term uses are planned, the City shall give the Board courtesy notice of such events.

*Section 10.**Environmental Matters.**Environmental Responsibilities.*

It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of 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 Campus Park or for any use whatsoever.

*Section 11.**Term Of The Agreement.**Term.*

The term of the Agreement shall commence as of December 1, 2007 and, unless otherwise terminated by the City in writing, shall run until the first to occur of either (a) the agreement by the parties that the Property shall no longer be used as a Campus Park or (b) October 31, 2057.

*Section 12.**Performance, Evaluation And Breach; Remedies.**12.1 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.

12.2 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 sixty (60) days after receipt of such notice. If the default is not capable of being

cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may 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.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- (a) either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement and such failure is not cured within any applicable cure period; or
- (b) the Board makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
- (c) the Board abandons the Campus Park, and such abandonment is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
- (d) the Board 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 Campus Park; or
- (e) the Board fails to comply with the maintenance and other obligations regarding the Park described in Section 8; or
- (f) either party fails to comply with the terms of any other written agreement between the parties relating to the Campus Park and such failure substantially impairs performance under this Agreement.

12.3 Waiver And Estoppel.

Any delay by either party 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 non-defaulting party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the non-defaulting party with respect to any other defaults of the defaulting party.

12.4 Access To The Property.

At anytime that the PBC or the City in Trust for the Use of Schools holds title to the Property and throughout the Term of this Agreement, any duly authorized

representative of the City shall have access to the Campus Park at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

12.5 City's Right To Inspect Records.

The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board's books and records solely relating to the Campus Park, 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 the Board 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 the Board and at D.P.D.'s sole cost and expense.

12.6 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.

12.7 Evaluation.

Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Campus Park and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City determine, as a result of the review of the report and the site visit, that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section 12 and the Board shall thereafter have an opportunity to cure (as provided for in this Section 12); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

Section 13.

Conflict Of Interest; Representatives Not Individually Liable.

Conflict Of Interest.

The Board warrants to the City that no agent, official, or employee of the City shall

have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the party or for any amount which may become due to a party or successor or on any obligation under the terms of this Agreement.

Section 14.

Barricades, Signs And Public Relations.

Barricades, Signs And Public Relations; City Approval.

Prior to the commencement of any demolition or construction activity at the Property requiring barricades, the Board shall install a 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 retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which consent shall not be unreasonably withheld or denied.

The City reserves the right to include the name, photograph, artistic rendering of the Campus Park and other pertinent information regarding the Board and the Campus Park in the City's promotional literature and communications. Until the expiration of the Term of this Agreement, the D.P.D. shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Campus Park.

Section 15.

General Provisions.

15.1 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.

15.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15.3 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.

15.4 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.

15.5 Authority.

Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Report. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

15.6 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.

15.7 Consents.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld or denied.

15.8 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.

15.9 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.

15.10 Exhibits.

Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

15.11 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.

15.12 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.

15.13 Integration.

This Agreement contains the entire agreement between the parties.

15.14 Modification.

This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

15.15 Notice.

Any notice, demand or communication required or permitted to be given

hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
City Hall, Room 1000
121 North La Salle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

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

To The Board:

Board of Education of the City of
Chicago.
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Chief Operating Officer
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

15.16 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 successor and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of this Agreement and its successors and permitted assigns. This Agreement shall not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board.

15.17 Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The City:

Kathy Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The Board:

Heather Obora
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60613
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.

15.18 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

15.19 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.

15.20 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.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, a municipal
corporation

By: _____
Commissioner, Department of
Planning and Development

The Board of Education of the City of
Chicago

By: _____
Rufus Williams, President

Attest: _____
Estela Beltran, Secretary

Board Report Number 07-1114-OP_

Approved as to Legal Form:

Patrick J. Rocks, General Counsel

[(Sub)Exhibits "B", "C", "D" and "E" referred to in this Agreement
with Chicago Board of Education unavailable
at time of printing.]

(Sub)Exhibit "A" referred to in this Agreement with Chicago Board of Education
reads as follows:

(Sub)Exhibit "A".
(To Agreement With Chicago Board Of Education)

Legal Description:

Parcel 1.

Lots 11 to 14 and the south quarter of Lot 10 and Lots 16 to 19 in Block 4 in
Lake View High School Subdivision in the north west quarter of the north west

quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Lots 119 to 129, both inclusive, in Oscar Charles Addition to Lane Park, being a subdivision in the west half of the northwest quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

Parcel 3.

All that part of vacated alleys in Block 4 in Lake View High School Subdivision lying south of and adjoining Lots 14 and 16 and north of and adjoining Lots 119 to 129 in Oscar Charles Addition to Lane Park and also that part of the north and south alley lying south of a line 103.5 feet, more, or less, south of and parallel with the south line of the east/west public alley south of West Byron Street in Block 4 in Lake View High School Subdivision being a subdivision in the northwest quarter of the northwest quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Address:

1420 West Grace Street
Chicago, Illinois 60613.

Permanent Index Numbers:

14-20-107-019;

14-20-107-020;

14-20-107-028;

14-20-107-029;

14-20-107-032; and

14-20-107-033.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 2, CHAPTER 36 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 560 AUTHORIZING
COMMISSIONER OF FIRE TO CONDUCT EDUCATIONAL
FIRE SAFETY SEMINARS AND CONFERENCES.

The Committee on Police and Fire submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on November 30, 2007 at 10:00 A.M. in the Council Chambers, and having had under consideration an ordinance introduced by The Honorable Mayor Richard M. Daley amending Chapter 2-36 of the Municipal Code of Chicago regarding life safety conferences, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by inserting a new Section 2-36-560, as follows:

2-36-560 Fire Safety Seminars And Conferences.

The fire commissioner is authorized to organize and present seminars, conferences and other gatherings to educate and inform participants regarding fire safety, fire prevention and other fire-related matters. In furtherance thereof, the fire commissioner is authorized to enter into and execute short-term lease agreements, sponsorship agreements, and such other instruments, any of which may include indemnification provisions, 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 organization and presentation of such gatherings. The fire commissioner is further authorized to charge a reasonable fee for attendance, and to solicit, accept and use contributions of funds, materials, equipment and services for such gatherings. All such contributions shall be reported on receipt to the city comptroller. Personnel of the fire department may be assigned to conduct or otherwise participate in such gatherings subject to availability.

SECTION 2. This ordinance shall be in full force and effect from and after passage and approval.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**AUTHORIZATION FOR CONDUCT OF VARIOUS
CITY-SPONSORED SPECIAL EVENTS
DURING YEAR 2008.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, had under consideration the Mayoral introduction of an ordinance authorizing the annual Special Events Ordinance for 2008 (referred November 13, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed annual Special Events Ordinance for 2008 which was transmitted on December 6, 2007 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) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City through the Mayor's Office of Special Events ("M.O.S.E."), sponsors and conducts unparalleled and world renowned festivals and cultural and entertainment events as further described by this ordinance (collectively "Events"), throughout the City's streets, parks and neighborhoods; and

WHEREAS, The Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; now, therefore,

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

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth here.

SECTION 2. M.O.S.E. is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance.

SECTION 3. Those revenues that the Events may generate in 2008 in excess of revenues that may have been appropriated in the 2008 Annual Appropriation Ordinance, must be deposited into Fund Number 356 and are subject to appropriation. All agreements authorized in this ordinance must be made subject to the availability of funds.

SECTION 4. M.O.S.E. is authorized to operate concessions at the Events, selling items of interest to the public.

SECTION 5. In conjunction with Taste of Chicago, M.O.S.E. is authorized to conduct a race to be called Race to Taste (the "Race"). M.O.S.E. is authorized to impose an application fee of up to Thirty-five and no/100 Dollars (\$35.00) on all participants in the Race. Any balance remaining from the application fees after payment of the costs of the Race must be applied to the costs incurred by the City with respect to various other Events.

SECTION 6. M.O.S.E. is authorized to impose an application fee of up to Eighty and no/100 Dollars (\$80.00) on all teams in the Holiday Sports Festival. Any balance remaining from the application fees after payments of the costs of the Holiday Sports Festival must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. M.O.S.E. is authorized to impose a registration fee of up to Ten and no/100 Dollars (\$10.00) per registration on persons participating in certain tours conducted in conjunction with Great Chicago Places and Spaces Architecture Celebration. Any balance remaining from the registration fees after payments of the costs of the Great Chicago Places and Spaces Architecture Celebration must be applied to the costs incurred by the City with respect to various other Events.

SECTION 8. M.O.S.E. is required to impose a service charge of Two and no/100 Dollars (\$2.00) on the purchase of each strip, sheet or other group of twelve (12) coupons redeemable for food and beverage at Taste of Chicago, Chicago Blues Festival, Chicago Jazz Festival, and Celtic Fest Chicago to cover the City's costs for these events, which include, without limitation: security; entertainment; programming; production and marketing; maintenance operation; restroom facilities; inclusion of dining areas and picnic tables; and public relations efforts regionally, nationally and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 9. On behalf of the City, M.O.S.E. is required to donate the amount of one percent (1%) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Executive Director of M.O.S.E. (the "Executive Director") in consultation with the Commissioner of the Department of Human Services and the Mayor's Office of Workforce Development.

SECTION 10. The Executive Director is authorized to charge festival and event organizers for overtime costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a)(1) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Section 10-8-330(a), or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Executive Director is authorized to promulgate such rules and regulations, subject to the approval of the Corporation Counsel, as he determines are necessary or desirable for the implementation of this section by posting these at the M.O.S.E. main offices. The Executive Director is authorized to collect payments from festival and event organizers for such overtime costs for deposit in Fund Number 356. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the 2008 Annual Appropriation Ordinance for the overtime costs referenced above.

SECTION 11. M.O.S.E. is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports banners, posters and related memorabilia. Any balance remaining after applying the proceeds to the costs of the sales may be used to donate to not-for-profit organizations devoted to the relief of malnutrition in the City designated by the Executive Director in consultation with the Commissioner of the Department of Human Services and to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 12. The Executive Director is authorized to enter into and execute agreements for a term of up to two (2) years with vendors and with contractors and professionals (consultants) for goods or services in connection with the Events, including but not limited to: souvenir vendors, art vendors, providers of amusement

games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services and fireworks for Events; provided, however, that the Executive Director or designees select the vendors, contractors and consultants by evaluating their qualifications and proposals submitted in response to publicly advertised solicitations. Public advertisements must consist of publishing an advertisement either in a newspaper of general circulation or on the City of Chicago website. When evaluating responses to a solicitation, the Executive Director will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Executive Director deems important for the successful operation of the Events. Agreements entered into under this section shall provide the City the right to terminate such agreements early, and may permit the extension of such agreements up to a maximum of two (2) years under terms and conditions consistent with the terms of the publicly advertised solicitation.

SECTION 13. (a) The Executive Director is authorized, after evaluation of qualifications and proposals submitted in response to a publicly advertised solicitation or otherwise publicly disseminated solicitation, such as the mailing of applications to qualified entities or posting on the City of Chicago website, as determined in the Executive Director's discretion, to enter into and execute agreements for one (1) year with food vendors. When evaluating responses to a solicitation, the Executive Director will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Executive Director deems important for the successful operation of the Events.

All agreements entered into under this section shall provide the City the right to terminate such agreements early, and shall contain such terms and conditions as the Executive Director deems appropriate. Such terms may also require food vendors to tender security deposits or allow the Executive Director to collect liquidated damages to ensure compliance with rules and regulations that she may promulgate pertaining to food vendors.

(b) The Executive Director is authorized to enter into and execute agreements with (i) such persons (as that term is defined in City of Chicago Municipal Code Section 1-4-090) whom the Executive Director reasonably deems to be Renowned Food Vendors (as defined below), (ii) persons who prepare and sell items at an Event based upon the recipes of and with the express written permission of a Renowned Food Vendor, and (iii) food service industry organizations representing Renowned Food Vendors. "Renowned Food Vendor" shall mean a person renowned for the degree of culinary expertise possessed by the person if an individual, or the head

chef of the person, if an entity. Such food vending agreements will not be subject to the public solicitation requirement set forth in section (a) above.

SECTION 14. The Executive Director is authorized to enter into and execute agreements for up to two (2) years with one or more firms to design, assemble, transport, mount, erect, dismantle, refurbish, store or manage the storage of temporary displays or booths at Events or provide Event preparation, management, coordination or supervision, containing terms and conditions that the Executive Director deems appropriate, and to extend the terms of such agreements upon such terms as the Executive Director deems appropriate, for up to two (2) years.

SECTION 15. Except the neighborhoods grant agreements authorized in Section 21 and caterer, performer, announcer and musician agreements authorized in Section 19, all agreements that the Executive Director is authorized to execute under this ordinance are subject to the approval of the Comptroller and the Corporation Counsel; the neighborhood grant agreements, in a form approved by the Corporation Counsel, are subject to the approval of the Comptroller.

SECTION 16. The Executive Director is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events with terms and conditions that the Executive Director deems appropriate, including without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to those governmental units. The intergovernmental cooperation agreements may be with any necessary or appropriate federal, state or local government unit, including, without limitation, the Chicago Park District with respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 17. The Executive Director is authorized to enter into and execute agreements with Sponsors of the Events or their agents, including, without limitation, commercial or other business sponsors and media sponsors, containing terms and conditions that the Executive Director deems appropriate, including allowing sponsors to promote, distribute samples of, or sell, food, goods and/or services, for up to three (3) years, and to extend the terms of such agreements for up to two (2) years, upon such terms as the Executive Director deems appropriate. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in connection with the Events. In those sponsorship agreements entered into directly with a sponsor, in which the sponsor's participation in the Event is limited solely to providing money to the City, and where the sponsor is only represented at the Event site by signage or where the sponsor is a governmental entity, the Executive Director may elect not to require the sponsor to indemnify the City. All sponsorship agreements shall provide the City the right to terminate such agreements early.

SECTION 18. The Executive Director is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which

the Events may be held containing terms and conditions that the Executive Director deems appropriate including, without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to the lessors.

SECTION 19. The Executive Director is authorized to enter into and execute agreements for up to two (2) years to provide caterers, performers, announcers, musicians, other entertainment and production or operations staff at the Events, containing terms and conditions that the Executive Director deems appropriate, and to extend the terms of such agreements upon such terms as the Executive Director deems appropriate, for up to two (2) years.

SECTION 20. The Executive Director is authorized to enter into and execute an agreement for a term of one (1) year with the Illinois Restaurant Association ("I.R.A."), for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment, at such Events as determined by the Executive Director, including, but not limited to, Grant Park Festivals. The agreements will contain terms and conditions that the Executive Director deems appropriate, and may include, but not be limited to, the City's option to make advance payments to I.R.A., as determined solely by the Executive Director. The Executive Director is authorized to extend the term of such agreement for up to two (2) years, upon such terms as he or she deems appropriate.

SECTION 21. The Executive Director is authorized to award grants in amounts not to exceed Two Thousand Dollars (\$2,000) per grant to community groups participating in the production of neighborhood festivals and to execute grant agreements with respect to the festivals.

SECTION 22. The Executive Director is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances, that are required in connection with the sponsorship and/or production of the Events.

SECTION 23. The Executive Director is authorized to enter into and execute agreements for up to three (3) years, for the production, distribution and sale of souvenir program books and other promotional materials, to be produced at no cost to the City, with terms and conditions that the Executive Director deems appropriate, and to extend the terms of such agreements upon such terms as the Executive Director deems appropriate, for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain all or part of the proceeds from these activities. The agreement shall provide the City the right to terminate such agreement early.

SECTION 24. The Executive Director is authorized to enter into and execute an agreement for a term of up to two (2) years with a contractor to provide LED

screen(s) and associated labor and equipment in connection with Events, and to extend the term of such agreement for up to two (2) years, upon such terms as the Executive Director deems appropriate. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed on the LED screen (subject to prior approval by M.O.S.E. of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early and shall contain such other terms and conditions that the Executive Director deems appropriate.

SECTION 25. The Executive Director is authorized to enter into and execute an agreement for a term of up to two (2) years with a contractor to provide a portable toilet advertising system in connection with Events, and to extend the term of such agreement for up to two (2) years, upon such terms as the Executive Director deems appropriate. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed using the system (subject to prior approval by M.O.S.E. of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early and shall contain such other terms and conditions that the Executive Director deems appropriate.

SECTION 26. The invalidity of anyone or more phrases, sentences, clauses or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 27. This ordinance takes effect immediately upon its passage and approval as provided by law.

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

Exhibit "A".

2008 Special Events.

Mayor's Cup Youth Soccer Tournament

Air and Water Show

Celtic Fest Chicago

Chicago Country Music Festival

Chicago Blues Festival

Chicago Jazz Festival

Chicago Outdoor Film Festival

Chicago Gospel Music Festival

Co-Sponsored Neighborhood Festivals

Seasonal Public and Cultural Entertainment Events on Daley Plaza

Entertainment Events around the City's Waterways

Farmers' Markets

Great Chicago Places and Spaces Architecture Celebration

Halloween Festivities and Display(s)

Mayor Daley's Kids and Kites Festival

Mayor Daley's Holiday Sports Festival

Parades

Jumping Jacks (Inflatable Moonwalks) to Community Events

Public Entertainment and Events in Conjunction with Bike Chicago

Race to Taste

Citywide Seasonal or other Public, Cultural, Memorial and Entertainment Events

Taste of Chicago

Venetian Night

Viva! Chicago Latin Music Festival

Winter Delights

Holiday Decorating and Programming throughout Downtown Business District

Hosting National and International Touring Sports Events

Mayoral Receptions

Olympic Games Initiatives

Extreme Sporting Events

Garden in the City

Criterium

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT LICENSES AND
PERMITS, FREE OF CHARGE, TO UNITED NEIGHBORHOOD
ORGANIZATION FOR U.N.O. CARRERA DE LOS
MUERTOS/RACE OF THE DEAD 5K.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, had under consideration an ordinance authorizing the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire and the Director of the Department of Revenue to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the United Neighborhood Organization 954 West Washington Street, for U.N.O. "Carrera de los Muertos/Race of the Dead" 5K, to be held Saturday, November 3, 2007, from 7:00 A.M. to 1:00 P.M. on the premises known as 1641 West 16th Street in the 25th Ward (referred October 31, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was transmitted on October 31, 2007 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) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire and the Director of the Department of Revenue are hereby authorized and directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to United Neighborhood Organization (U.N.O.), 954 West Washington (3rd floor) for U.N.O. "Carrera de los Muertos/Race of the Dead" 5K to be held Saturday, November 3, 2007 from 7:00 A.M. to 1:00 P.M. on the premises known as 1641 West 16th 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 WAIVER OF SPECIFIED LICENSE AND/OR
PERMIT FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, had under consideration proposed orders to waive specified license and permit fees for participants in various events (referred October 31, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on December 6, 2007 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) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Food Vendor, Itinerant Merchant Licenses
And Related Fees.*

Chicago Green City Market Winter Market.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fee, Food Vendor License fee and all applicable permit fees to all participants of the Chicago Green City Market Winter Market, held at and on the grounds of the Peggy Notebaert Nature Museum, located at 2430 North Cannon Drive, on the following dates, November 3, 7, 10, 14, 17, 21 and 28, 2007, from 7:00 A.M. to Noon and December 1, 5, 8, 12, 15, 19 and 22, 2007, from 7:00 A.M. to 12:00 Noon.

*Food Vendor, Itinerant Merchant Licenses
And Street Closure Permit Fees.*

North Halsted Halloween Costume Parade.

Ordered, That the Directors of the Department of Business Affairs and Licensing and the Office of Emergency Management and Communications are hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with the North Halsted Halloween Costume Parade benefiting the Triangle Neighbors Association. This event will take place on October 31, 2007, from 5:00 P.M. to 10:00 P.M. on North Halsted Street, between West Belmont Avenue and West Cornelia Avenue. It is organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building), Chicago, Illinois.

Tent And Building Construction Permits.

12th Annual Christkindlmarket Chicago 2007.

Ordered, That the Director of the Department of Construction and Permits/Department of Buildings is hereby authorized and directed to waive the permit fees for tent and all building construction in connection with the 12th Annual Christkindlmarket Chicago 2007, which will take place on Daley Plaza, 50 West Washington Street, from November 22, 2007 to December 24, 2007. The hours will be Sunday through Thursday, from 11:00 A.M. to 8:00 P.M. and Friday and Saturday, from 11:00 A.M. to 9:00 P.M.

This order shall take effect upon its passage and approval.

PERMISSION GRANTED TO UNIQUE SO CHIQUE
FOR CONDUCT OF SIDEWALK SALE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, had under consideration an order to grant permission to Unique So Chique for the conduct of a sidewalk sale at 4600 North Magnolia Avenue on October 27, 2007 in the 46th Ward (referred October 31, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted on December 6, 2007 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) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schuler, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to grant permission to Unique So Chique to conduct a sidewalk sale at 4600 North Magnolia Avenue on October 27, 2007, from 12:00 P.M. to 4:00 P.M.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLES 2 AND 3 OF MUNICIPAL CODE OF CHICAGO REGARDING COUNTERFEIT WHEEL TAX LICENSE EMBLEMS AND IMPOUNDMENT.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred

(November 13 and May 7, 2007) a proposed ordinance to amend Titles 3-56-155 and 2-14-132 of the Municipal Code, begs leave to recommend that Your Honorable Body do *Pass* the proposed amended substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 3-56 of the Municipal Code of Chicago is hereby amended by adding a new Section 3-56-155 as follows:

3-56-155 Counterfeit Wheel Tax License Emblems -- Impoundment.

(a) No person shall operate or park on the public way any vehicle bearing a counterfeit wheel tax license emblem. For purposes of this section, a "counterfeit wheel tax license emblem" shall mean an emblem not prepared by, or at the direction of, the city clerk. A vehicle operated or parked in violation of this section is subject to immediate impoundment. The owner of record of such vehicle shall

be liable to the city for an administrative penalty of \$500.00 in addition to fees for towing and storage of the vehicle. Whenever a police officer, or authorized officer or agent of the city clerk, has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this subsection, such officer or agent shall provide for the towing of the vehicle to a facility controlled by the city or its agents. Probable cause under this section shall exist if the wheel tax license emblem is missing a visible security feature or appears on its face to be counterfeit. When the vehicle is towed, the officer or agent shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under Section 2-14-132 of this Code. If the vehicle is unattended, notice shall be sent to the owner of record of the vehicle, at the address indicated in the last valid registration of the vehicle.

(b) In addition to the other requirements for release from impoundment imposed pursuant to Section 2-14-132, a vehicle impounded pursuant to this section shall not be released until the counterfeit emblem is removed from the vehicle and proof of purchase of a valid wheel tax license emblem for the impounded vehicle is provided to the official having custody of the vehicle.

(c) The notice provisions of subsection (2) of Section 2-14-132 shall apply whenever a motor vehicle is seized and impounded pursuant to this section.

SECTION 2. Section 2-14-132 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and adding the underscored language as follows:

2-14-132 Impoundment.

(1) Whenever the owner of a vehicle seized and impounded pursuant to Sections ~~3-46-076, 4-68-195, 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-4-130, 8-8-060, 8-20-015, 9-12-090, 9-76-145, 9-80-220, 9-92-035, 9-112-555, 11-4-1410, 11-4-1500 or 15-20-270~~ of this Code 3-46-076, 3-56-155, 4-68-195, 9-80-220 or 9-112-555 of this Code (for purposes of this section, the "status-related offense sections"), or Sections ~~7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-4-130, 8-8-060, 8-20-015, 9-12-090, 9-76-145, 9-92-035, 11-4-1410, 11-4-1500 or 15-20-270~~ of this Code (for purposes of this section, the "use-related offense sections") requests a preliminary hearing in person and in writing at the department of administrative hearings, within 15 days after the vehicle is seized and impounded, an administrative law officer of the department of administrative hearings shall conduct such preliminary hearing within 48 hours of request, excluding Saturdays, Sundays and legal holidays, unless the vehicle was seized and impounded pursuant to Section 7-24-225 and the department of police determines that it must retain custody of the vehicle under the applicable state or federal forfeiture law. If, after the hearing, the

administrative law officer determines that there is probable cause to believe that the vehicle was used in a violation of this Code for which seizure and impoundment applies, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle is eligible for impoundment under that section, the administrative law officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle pays to the city the amount of the administrative penalty prescribed for the code violation plus fees for towing and storing the vehicle.

(Omitted text is unaffected by this ordinance.)

(9) (A) Notwithstanding any provision of this section to the contrary, a lessor (except where the lessee holds title to the vehicle) asserting his or her right to possession of a vehicle impounded pursuant to ~~Sections 3-46-076, 4-68-195, 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-4-130, 8-8-060, 8-20-015, 9-12-090, 9-76-145, 9-80-220, 9-92-035, 9-112-555, 11-4-1410, 11-4-1500 or 15-20-270 of this Code~~ one or more of the use-related offense sections set forth in paragraph (1) may obtain immediate release of such vehicle by paying the applicable towing and storage fees provided in subsection (6) of this section and submitting a photocopy or other satisfactory evidence of the vehicle lease or rental agreement, indicating the lessee's name, address and driver's license number. The requirements of subsection (3) of this section regarding the payment of parking and/or compliance violations shall apply to such a lessor only to the extent of such outstanding final determinations of parking and/or compliance violations for which the lessor is legally liable with respect to such impounded vehicle. The city shall refund the towing and storage fees to such lessor if the city recovers such fees from the lessee, or if the towing is ultimately determined to be improper or erroneous, or if the lessee is otherwise determined not to be liable for such fees.

(B) No person who is the lessor of a vehicle pursuant to a written vehicle lease or rental agreement shall be liable for administrative penalties and fines set forth in ~~Sections 3-46-076, 4-68-195, 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-4-130, 8-8-060, 8-20-015, 9-12-090, 9-76-145, 9-80-220, 9-92-035, 9-112-555, 11-4-1410, 11-4-1500 or 15-20-270 of this Code~~ one or more of the use-related offense sections set forth in paragraph (1) involving such vehicle during the period of the lease or rental agreement, if the lessor provides to the department of streets and sanitation or police, either prior to or within 30 days of the receipt of a notice of impoundment, a photocopy or other evidence of the vehicle lease or rental agreement, indicating the name, address, and driver's license number of the lessee. If such penalty, fine or fee has already been imposed on the lessor, it shall be abated by the city upon receipt of such photocopy or other evidence within the time frame provided herein.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, February 7, March 14, April 11, May 9, 14, 23, June 13, July 19, September 5, 27 and December 5, 2007) proposed ordinances to establishment 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
1	North Point Street (east side) from a point 155 feet south of West Francis Place, to a point 55 feet south thereof -- loading zone, school bus -- 6:30 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (07-00933297);
1	North Clybourn Avenue (west side) from a point 175 feet east of North Oakley Avenue, to a point 22 feet east thereof -- loading zone -- 8:00 A.M. to 6:00 P.M., Monday through Friday -- tow-away zone (07-01889090);
11	South Aberdeen Avenue (east side) from a point 45 feet south of West 32 nd Street, to a point 25 feet south thereof -- loading zone -- 8:00 A.M. to 11:00 A.M. -- Monday through Friday (07-00864235);

Ward	Location
24	South Kedzie Avenue (west side) from a point 150 feet north of West 13 th Street, to a point 25 feet north thereof -- loading zone -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 8:00 P.M. -- Monday through Friday and 8:00 A.M. to 8:00 P.M. -- Saturday -- tow-away zone (07-00483836);
27	West Huron Street (south side) from a point 70 feet east of North Sangamon Street, to a point 30 feet east thereof -- loading zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (07-00742771);
27	West Fulton Street (south side) from a point 55 feet west of North Green Street, to a point 25 feet west thereof -- loading zone -- 11:00 A.M. to 4:00 A.M. -- tow-away zone (07-00743116);
27	West Chicago Avenue (north side) from a point 50 feet east of New Orleans Street, to a point 40 feet east thereof -- loading zone -- 9:00 A.M. to 4:00 A.M. -- Monday through Saturday -- tow-away zone (07-01418562);
27	West Randolph Street (service drive) north (north side) from a point 50 feet west of North Aberdeen Street, to a point 40 feet west thereof -- loading zone, 4:00 P.M. to 3:00 A.M. -- tow-away zone (07-00742997);
27	West Randolph Street (service drive) north (north side) from a point 20 feet west of North Racine Avenue, to a point 45 feet west thereof -- loading zone -- 4:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (07-00742834);

Ward	Location
27	North Larrabee Street (east side) from a point 625 feet north of West Chicago Avenue, to a point 25 feet north thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (07-00742589);
27	North Justine Street (west side) from a point 45 feet south of West Arbour Place, to a point 15 feet south thereof -- loading zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (07-00865578);
27	West Fulton Street (south side) from a point 95 feet east of North Morgan Street, to a point 25 feet east thereof -- loading zone -- 3:00 P.M. to 3:00 A.M. -- Tuesday through Saturday -- tow-away zone (07-00742810);
27	West Randolph Street, (service drive) north (north side) from a point 90 feet east of North Elizabeth Street, to a point 90 feet east thereof -- loading zone -- 11:00 A.M. to 3:00 A.M. -- tow-away zone (07-00865742);
29	West Jackson Boulevard (south side) from a point 125 feet east of South Lotus Avenue, to a point 30 feet east thereof -- loading zone -- 9:00 A.M. to 7:00 A.M. -- tow-away zone (07-00436030);
30	West Armitage Avenue (south side) from a point 65 feet west of North Kedvale Avenue, to a point 40 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes 8:00 A.M. to 7:00 P.M. (07-00523608);

Ward	Location
30	North Pulaski Road (east side) from a point 100 feet north of West Belden Avenue, to a point 90 feet north thereof -- loading zone -- 6:00 A.M. to 4:00 P.M., Monday through Friday -- tow-away zone (07-00436435);
30	West North Avenue (south side) from a point 25 feet east of North Harding Avenue, to a point 23 feet east thereof -- loading zone -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (07-00436053);
30	West North Avenue (south side) from a point 90 feet west of North Tripp Avenue, to a point 25 feet west thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (07-01418983);
30	West Belmont Avenue (north side) from a point 20 feet west of North Ridgeway Avenue, to a point 35 feet west thereof -- 30 minute loading zone -- unattended vehicles must have flashing lights -- tow-away zone after 30 minutes -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday and 7:00 A.M. to 1:00 P.M. -- Saturday (07-01419097);
30	North Milwaukee Avenue (west side) from a point 160 feet east of North Pulaski Road, to a point 25 feet east thereof -- 15 minute loading zone -- unattended vehicles must have flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday and 10:00 A.M. to 4:00 P.M. -- Sunday (07-01419178);

Ward	Location
32	West Belmont Avenue (south side) from a point 95 feet east of North Ravenswood Avenue (east embankment) to a point 25 feet east thereof -- loading zone -- 12:00 P.M. to 6:00 P.M. -- Thursday through Saturday -- tow-away zone (07-00436604);
32	North Lincoln Avenue (west side) from a point 90 feet north of West Diversey Avenue, to a point 40 feet north thereof -- loading zone -- 12:00 P.M. to 3:00 A.M. -- tow-away zone (07-00746008);
32	North Marshfield Avenue (west side) from a point 65 feet north of North Lincoln Avenue, to a point 100 feet north thereof -- loading zone -- 6:00 A.M. to 10:00 A.M. and 7:00 P.M. to 10:00 P.M. -- tow-away zone (07-01937101);
35	North Milwaukee Avenue (east side) from a point 262 feet west of North California Avenue, to a point 20 feet west thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 11:00 A.M. to 7:00 P.M. (07-00881642);
35	West Altgeld Street (south side) from a point 30 feet west of North Sawyer Avenue, to a point 90 feet west thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 9:30 A.M. and 3:30 P.M. to 6:00 P.M. -- Monday through Friday (07-01975399);
38	West Irving Park Road (south side) from a point 180 feet east of North Tripp Avenue, to a point 20 feet east thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (07-01876644);

Ward	Location
39	North Hamlin Avenue (west side) from West Lawrence Avenue to the first alley south thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
40	North Damen Avenue (east side) from a point 45 feet north of West Peterson Avenue, to a point 35 feet north thereof -- loading zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (07-00524507);
42	West Elm Street (north side) from a point 125 feet of North Dearborn Street, to a point 20 feet west thereof -- loading zone/tow-away zone (07-01985430);
42	East Erie Street (north side) from a point 73 feet east of North Wabash Avenue, to a point 66 feet east thereof -- loading zone -- 6:00 A.M. to 2:00 A.M. -- tow-away zone (07-00442447);
42	West Maple Street (north side) from a point 60 feet west of North State Street, to a point 20 feet west thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Tuesday through Saturday -- tow-away zone (07-01836145);
43	North Fremont Street (east side) from a point 40 feet north of West Armitage Avenue, to a point 25 feet north thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 8:00 A.M. to 6:00 P.M. (07-00167389);
44	North Southport Avenue (east side) from a point 77 feet south of West Addison Street, to a point 25 feet south thereof -- loading zone -- 8:00 A.M. to 8:00 P.M. -- tow-away zone (07-00969334);

Ward	Location
44	2909 North Sheffield Avenue -- 15 minute loading zone -- vehicles must have lights flashing -- 9:00 P.M. to 4:00 A.M. -- Thursday through Sunday;
47	North Lincoln Avenue (east side) from a point 275 feet south of West Argyle Street, to a point 42 feet south thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (07-01840868);
49	North Paulina Street (west side) from a point 205 feet north of West Rogers Avenue, to a point 115 feet north thereof and North Paulina Street (west side) from a point 360 feet north of West Rogers Avenue, to a point 160 feet north thereof -- loading zone -- 5:00 A.M. to 11:00 P.M. -- tow-away zone (07-00751623);
49	North Clark Street (east side) from a point 120 feet north of West Wallen Avenue, to a point 40 feet north thereof -- loading zone -- 10:00 A.M. to 11:00 P.M. -- tow-away zone (07-00906056);
49	West Howard Street (south side) from a point 80 feet west of North Winchester Avenue, to a point 22 feet west thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 11:00 A.M. to 11:00 P.M. -- Monday through Saturday (07-00906209);
49	North Marshfield Avenue (west side) from a point 30 feet north of West Howard Street, to a point 25 feet north thereof -- loading zone -- 9:00 A.M. to 12:00 A.M. (07-00906006);

Ward	Location
49	West Morse Avenue (south side) from a point 76 feet east of North Ashland Avenue, to a point 44 feet east thereof -- loading zone -- 9:00 A.M. to 9:00 P.M. -- tow-away zone (07-00530494);
50	West Devon Avenue (north side) from a point 20 feet west of North Rockwell Street, to a point 55 feet west thereof -- loading zone -- 8:00 A.M. to 10:00 P.M. -- tow-away zone (07-00906280);
50	North Western Avenue (west side) from a point 100 feet south of North Birchwood Avenue, to a point 20 feet south thereof -- loading zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (07-00751652);
50	West Devon Avenue (south side) from a point 105 feet east of North Talman Avenue, to a point 40 feet east thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 9:30 A.M. to 6:30 P.M. -- Monday through Saturday and 10:30 A.M. to 4:00 P.M. -- Sunday -- tow-away zone (07-01844328);
50	North Claremont Avenue (east side) from a point 80 feet south of West Devon Avenue, to a point 35 feet south thereof -- loading zone -- 8:00 A.M. to 8:00 P.M. -- tow-away zone (07-00933087).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed February 4, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 12823) which reads:

“North Ashland Avenue (west side) from a point 40 feet south of West Erie Street, to a point 25 feet -- loading zone/tow-away zone”

by striking the above (1st Ward) (07-00728193).

SECTION 2. Amend ordinance passed November 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 90080) which reads:

“North Milwaukee Avenue (east side) from a point 379 feet south of West North Avenue, to a point 25 feet south thereof”

by striking:

“25 feet”

and inserting:

“55 feet -- loading zone -- 11:00 A.M. to 2:00 A.M. -- tow-away zone” (1st Ward) (07-00933370).

SECTION 3. Amend ordinance passed January 16, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 77500) which reads:

“West North Avenue (south side) from a point 290 feet east of North Damen Avenue, to a point 40 feet east thereof”

by striking:

“40 feet”

and inserting:

“65 feet -- loading zone -- 10:00 A.M. to 4:00 P.M. and 6:00 P.M. to 3:00 A.M. -- tow-away zone” (1st Ward) (07-01681166).

SECTION 4. Repeal ordinance passed February 7, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 98213) which reads:

“South State Street (west side) from a point 275 feet south of 15th Street, to a point 40 feet south thereof -- loading zone”

by striking the above (3rd Ward) (07-01877421).

SECTION 5. Repeal ordinance passed November 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 90046) which reads:

“West Armitage Avenue (south side) from a point 20 feet east of North Keystone Avenue, to a point 20 feet east thereof -- 30 minute loading zone -- unattended vehicles must have lights flashing -- tow away-zone after 30 minutes -- 11:00 A.M. to 7:00 P.M. -- Monday through Saturday”

by striking the above (30th Ward) (07-00161262).

SECTION 6. Repeal ordinance which reads:

“West Belmont Avenue (west side) from a point 190 feet east of North Keeler Avenue, to a point 22 feet east thereof -- loading zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone”

by striking the above (31st Ward) (07-00745953).

SECTION 7. Repeal ordinance passed November 5, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 40313) which reads:

“West Irving Park Road (south side) from a point 106 feet east of North St. Louis Avenue, to a point 50 feet east thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday”

by striking the above (35th Ward) (07-00523877).

SECTION 8. Repeal ordinance passed October 31, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11549) which reads:

“West Lawrence Avenue (south side) from a point 85 feet west of North Hamlin Avenue, to a point 110 feet west thereof -- 30 minute loading zone -- use flashing lights -- tow zone after 30 minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (39th Ward)”.

SECTION 9. Amend ordinance passed February 7, 2007 (*Journal of the*

Proceedings of the City Council of the City of Chicago, pages 98215 and 98216) which reads:

“amend loading zone on East Lake Street (south side) from a point 40 feet of North Wabash Avenue, to a point 50 feet east thereof -- loading zone -- tow-away zone”

by striking:

“loading zone tow-away zone”

and inserting:

“15 minute standing zone -- unattended vehicles must have lights must have lights flashing -- after 15 minutes tow-away zone” (42nd Ward) (07-00882827).

SECTION 10. Repeal ordinance passed January 11, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 68123) which reads:

North Paulina Street (west side) from a point 323 feet north of West Rogers Avenue, to a point 56 feet north thereof -- loading zone -- 5:00 A.M. to 10:00 P.M. -- tow-away zone and also North Paulina Street (west side) from a point 510 feet north of West Rogers Avenue, to a point 35 feet north thereof -- loading zone -- 6:00 A.M. to 10:00 P.M. -- tow zone”

by striking the above (49th Ward) (07-00751523).

SECTION 11. Amend ordinance related to West Morse Avenue (south side) from a point 76 feet east of North Ashland Avenue, to a point 44 feet east thereof -- disabled loading zone -- 9:00 A.M. to 9:00 P.M. -- tow zone, by striking the above (49th Ward) (07-00530556).

SECTION 12. Repeal ordinance passed January 11, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 68123) which reads:

“North Paulina Street (west side) from a point 266 feet north of West Rogers Avenue, to a point 57 feet north thereof -- loading zone -- 5:00 A.M. to 10:00 P.M. -- tow zone”

by striking the above (49th Ward) (07-00751623).

SECTION 13. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR
TRAFFIC MOVEMENT ON PORTIONS
OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 11, May 23 and July 19, 2007) proposed ordinances to establish and amend 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

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 64, 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
1	North and south alley west of North Milwaukee Avenue, from North Paulina Avenue to North Wood Street -- northerly (07-00933462);
4	South Evans Avenue, from East 44 th Street to East 43 rd Street -- northerly (07-01776990);
24	South Kilbourn Avenue, from West Harrison Street to West Jackson Boulevard -- northerly (07-00739447).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of One-Way Vehicular Traffic Restriction.

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

SECTION 1. Removal of single direction for West Rosemont Avenue, between North Whipple Street and North Albany Avenue (50th Ward).

SECTION 2. Removal of single direction (easterly) for West Coyle Avenue, between North Francisco Avenue and North Sacramento Avenue (50th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, March 14, April 11, May 9, June 13, September 5, 27, November 7, 13 and December 5, 2007) proposed ordinances to 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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	1716 North Campbell Avenue -- Disabled Parking Permit 52944;
1	1726 North Talman Avenue -- Disabled Parking Permit 52946;
2	1500 West Monroe Street -- Disabled Parking Permit 54355;
3	4051 South Indiana Avenue -- Disabled Parking Permit 58778;
3	4517 South Justine Street -- Disabled Parking Permit 57656;

Ward	Location
3	5174 South Indiana Avenue -- Disabled Parking Permit 57646;
3	4555 South Laflin Street -- Disabled Parking Permit 57652;
3	3128 South Prairie Avenue -- Disabled Parking Permit 57654;
4	4449 South Lake Park Avenue -- Disabled Parking Permit 55147;
4	1123 East 45 th Street -- Disabled Parking Permit 56339;
5	6875 South Crandon Avenue -- Disabled Parking Permit 55528;
5	6921 South Merrill Avenue -- Disabled Parking Permit 48638;
5	1462 East 69 th Street -- Disabled Parking Permit 53062;
5	1700 East 69 th Street -- Disabled Parking Permit 58285;
5	1239 East 70 th Street -- Disabled Parking Permit 45135;
5	1519 East 69 th Street -- Disabled Parking Permit 53061;
6	7330 South Drexel Avenue -- Disabled Parking Permit 53083;
6	8233 South Indiana Avenue -- Disabled Parking Permit 56039;
6	7437 South Perry Avenue -- Disabled Parking Permit 52256;

Ward	Location
6	6912 South Prairie Avenue -- Disabled Parking Permit 52254;
6	7127 South St. Lawrence Avenue -- Disabled Parking Permit 55390;
6	9749 South Calumet Avenue -- Disabled Parking Permit 50588;
6	7327 South Eberhart Avenue -- Disabled Parking Permit 50583;
6	8025 South Eberhart Avenue -- Disabled Parking Permit 50586;
6	7751 South Evans Avenue -- Disabled Parking Permit 47590;
6	7519 South Langley Avenue -- Disabled Parking Permit 49585;
6	8028 South Michigan Avenue -- Disabled Parking Permit 50604;
6	7251 South Perry Avenue -- Disabled Parking Permit 49771;
6	7159 South Prairie Avenue -- Disabled Parking Permit 53082;
6	7205 South Prairie Avenue -- Disabled Parking Permit 49778;
6	7321 South Prairie Avenue -- Disabled Parking Permit 49769;
6	7746 South Vernon Avenue -- Disabled Parking Permit 50603;
6	8610 South Vernon Avenue -- Disabled Parking Permit 50597;

Ward	Location
6	7636 South Wabash Avenue -- Disabled Parking Permit 47648;
6	7647 South Wabash Avenue -- Disabled Parking Permit 47635;
6	8830 South Wabash Avenue -- Disabled Parking Permit 47630;
6	723 East 91 st Street -- Disabled Parking Permit 53077;
6	8238 South Prairie Avenue -- Disabled Parking Permit 56043;
7	7959 South Crandon Avenue -- Disabled Parking Permit 54724;
7	9015 South Phillips Avenue -- Disabled Parking Permit 54036;
7	2243 East 92 nd Place -- Disabled Parking Permit 55532;
8	1630 East 85 th Street -- Disabled Parking Permit 55293;
8	8117 South Kenwood Avenue -- Disabled Parking Permit 54615;
8	8402 South Dante Avenue -- Disabled Parking Permit 54616;
8	9031 South Euclid Avenue -- Disabled Parking Permit 55299;
8	1647 East 74 th Place -- Disabled Parking Permit 55294;
8	820 East 92 nd Street -- Disabled Parking Permit 55308;

Ward	Location
9	10232 South Vernon Avenue -- Disabled Parking Permit 56299;
9	10408 South Wabash Avenue -- Disabled Parking Permit 56295;
9	10539 South Eberhart Avenue -- Disabled Parking Permit 47890;
9	10645 South Eberhart Avenue -- Disabled Parking Permit 42004;
9	10014 South Eggleston Avenue -- Disabled Parking Permit 54761;
10	9750 South Avenue J -- Disabled Parking Permit 38843;
10	10632 South Avenue O -- Disabled Parking Permit 55066;
10	8527 South Escanaba Avenue -- Disabled Parking Permit 55064;
10	10850 South Greenbay Avenue -- Disabled Parking Permit 53864;
10	10946 South Mackinaw Avenue -- Disabled Parking Permit 41501;
11	453 West 37 th Street -- Disabled Parking Permit 58055;
11	3012 South Haynes Court -- Disabled Parking Permit 58072;
11	3748 South Honore Street -- Disabled Parking Permit 58070;
11	506 West 44 th Street -- Disabled Parking Permit 58066;

Ward	Location
11	4176 South Wallace Street -- Disabled Parking Permit 58068;
11	3223 South Princeton Avenue -- Disabled Parking Permit 58069;
11	3330 South Parnell Avenue -- Disabled Parking Permit 58067;
11	2979 South Bonaparte Street -- Disabled Parking Permit 49982;
12	4420 South Rockwell Street -- Disabled Parking Permit 52488;
12	2917 West 25 th Street -- Disabled Parking Permit 55359;
13	7129 South Harding Avenue -- Disabled Parking Permit 32727;
13	6551 South Kedvale Avenue -- Disabled Parking Permit 56159;
13	7243 South Ridgeway Avenue -- Disabled Parking Permit 58780;
13	3803 West 55 th Place -- Disabled Parking Permit 56160;
13	3623 West 62 nd Place -- Disabled Parking Permit 53244;
13	5160 West 63 rd Place -- Disabled Parking Permit 55029;
14	5031 South Artesian Avenue -- Disabled Parking Permit 54207;
14	5012 South Washtenaw Avenue -- Disabled Parking Permit 54215;

Ward	Location
14	2846 West 40 th Street -- Disabled Parking Permit 54372;
14	3521 West 58 th Place -- Disabled Parking Permit 56350;
15	6533 South Artesian Avenue -- Disabled Parking Permit 55587;
15	6429 South Campbell Avenue -- Disabled Parking Permit 56129;
15	6453 South Claremont Avenue -- Disabled Parking Permit 55578;
15	6324 South Fairfield Avenue -- Disabled Parking Permit 53312;
15	6118 South Honore Street -- Disabled Parking Permit 54366;
15	6504 South Hoyne Avenue -- Disabled Parking Permit 54639;
15	6540 South Maplewood Avenue -- Disabled Parking Permit 55891;
15	6727 South Maplewood Avenue -- Disabled Parking Permit 55208;
15	3512 West Marquette Road -- Disabled Parking Permit 55157;
15	6719 South Marshfield Avenue -- Disabled Parking Permit 55588;
15	3255 West 61 st Place -- Disabled Parking Permit 55569;
17	7515 South Green Street -- Disabled Parking Permit 54953;

Ward	Location
17	7310 South Wolcott Avenue -- Disabled Parking Permit 54963;
17	102 West 81 st Street -- Disabled Parking Permit 54915;
18	8156 South Hermitage Avenue -- Disabled Parking Permit 57829;
18	8501 South Seeley Avenue -- Disabled Parking Permit 52121;
18	7212 South Mozart Street -- Disabled Parking Permit 57832;
19	11211 South Drake Avenue -- Disabled Parking Permit 56289;
19	11312 South Hermosa Avenue -- Disabled Parking Permit 56248;
20	6434 South Ingleside Avenue -- Disabled Parking Permit 58323;
20	6745 South St. Lawrence Avenue -- Disabled Parking Permit 51980;
20	1122 East 62 nd Street -- Disabled Parking Permit 51831;
20	6432 South Champlain Avenue -- Disabled Parking Permit 55764;
20	6427 South Drexel Avenue -- Disabled Parking Permit 55861;
20	6510 South Ellis Avenue -- Disabled Parking Permit 55762;
20	5837 South Emerald Avenue -- Disabled Parking Permit 53421;

Ward	Location
20	4635 South Wood Street -- Disabled Parking Permit 55351;
21	8741 South Aberdeen Street -- Disabled Parking Permit 55218;
21	8143 South Ada Street -- Disabled Parking Permit 48876;
21	8231 South Ada Street -- Disabled Parking Permit 60795;
21	8543 South Ada Street -- Disabled Parking Permit 55217;
21	8207 South Elizabeth Street -- Disabled Parking Permit 47170;
21	9817 South Genoa Avenue -- Disabled Parking Permit 58779;
21	8510 South Justine Street -- Disabled Parking Permit 54467;
21	8445 South May Street -- Disabled Parking Permit 54138;
21	8303 South Morgan Street -- Disabled Parking Permit 50908;
21	9138 South Normal Avenue -- Disabled Parking Permit 55227;
21	9415 South Parnell Avenue -- Disabled Parking Permit 55206;
21	9621 South Racine Avenue -- Disabled Parking Permit 50425;
21	9149 South Union Avenue -- Disabled Parking Permit 54129;

Ward	Location
21	9612 South Wallace Street -- Disabled Parking Permit 50428;
21	1533 West 83 rd Street -- Disabled Parking Permit 58266;
21	1043 West 92 nd Place -- Disabled Parking Permit 58270;
22	2846 South Trumbull Avenue -- Disabled Parking Permit 48013;
22	2320 South Kostner Avenue -- Disabled Parking Permit 56319;
23	5008 South Kedvale Avenue -- Disabled Parking Permit 55022;
23	4953 South Lamon Avenue -- Disabled Parking Permit 55039;
23	5147 South Latrobe Avenue -- Disabled Parking Permit 55006;
23	4553 South Lavergne Avenue -- Disabled Parking Permit 58093;
23	5435 South Lockwood Avenue -- Disabled Parking Permit 58075;
23	5720 South Massasoit Avenue -- Disabled Parking Permit 55007;
23	6040 South Moody Avenue -- Disabled Parking Permit 55019;
23	4553 South Lavergne Avenue -- Disabled Parking Permit 58093;
23	6508 South Austin Avenue -- Disabled Parking Permit 55020;

Ward	Location
23	5701 South Austin Avenue (signs to be installed at 5955 West 57 th Street) Disabled Parking Permit 58862;
23	4634 South Kilpatrick Avenue -- Disabled Parking Permit 55017;
23	5126 South Leamington Avenue -- Disabled Parking Permit 55030;
23	5816 South Meade Avenue -- Disabled Parking Permit 58080;
23	5103 South Monitor Avenue -- Disabled Parking Permit 58081;
23	6016 South Nashville Avenue -- Disabled Parking Permit 58077;
24	1648 South Drake Avenue -- Disabled Parking Permit 49310;
24	1219 South Kedvale Avenue - Disabled Parking Permit 56361;
24	739 South Kilbourn Avenue -- Disabled Parking Permit 53533;
24	3826 West Lexington Street -- Disabled Parking Permit 53532;
24	1651 South Trumbull Avenue -- Disabled Parking Permit 52822;
24	4342 West 21 st Place -- Disabled Parking Permit 55347;
24	West Ogden Avenue (service drive/north) (north side) from a point 60 feet east of South Springfield Avenue, to a point 20 feet east thereof and also from a point 115 feet east of South Springfield Avenue, to a point 20 feet east thereof -- 2 percent disabled parking -- at all times (07-02041332);

Ward	Location
25	1117 West 19 th Street -- Disabled Parking Permit 56062;
25	2225 South Bell Street -- Disabled Parking Permit 54086;
25	1826 South May Street (1 st floor) -- Disabled Parking Permit 54091;
25	2002 West 18 th Place -- Disabled Parking Permit 50956;
25	1745 West 21 st Place -- Disabled Parking Permit 54062;
25	1952 West 21 st Place -- Disabled Parking Permit 54085;
26	1853 North Albany Avenue -- Disabled Parking Permit 54491;
26	3222 West Cortez Street -- Disabled Parking Permit 54451;
26	2632 West Crystal Street -- Disabled Parking Permit 51396;
26	838 North Rockwell Street -- Disabled Parking Permit 54489;
26	1431 North Campbell Avenue -- Disabled Parking Permit 54486;
26	1619 North Monticello Avenue -- Disabled Parking Permit 39157;
26	3307 West Beach Avenue -- Disabled Parking Permit 54438;
26	3535 West Lemoyne Street -- Disabled Parking Permit 54454;

Ward	Location
26	2712 West Haddon Avenue -- Disabled Parking Permit 54492;
27	941 North Harding Avenue -- Disabled Parking Permit 53930;
27	1235 North Springfield Avenue -- Disabled Parking Permit 58792;
27	1472 West Ohio Street -- Disabled Parking Permit 58793;
27	3954 West Ontario Street -- Disabled Parking Permit 53618;
28	3238 West Fulton Street -- Disabled Parking Permit 55447;
28	4208 West Gladys Avenue -- Disabled Parking Permit 55433;
28	171 North Lorel Avenue -- Disabled Parking Permit 54247;
28	4659 West West End Avenue -- Disabled Parking Permit 54320;
28	3432 West Adams Street -- Disabled Parking Permit 54304;
28	4023 West Adams Street -- Disabled Parking Permit 53640;
28	4845 West Huron Street -- Disabled Parking Permit 52838;
29	121 South Mason Avenue -- Disabled Parking 53666;
29	1315 North Monitor Avenue -- Disabled Parking Permit 55251;

Ward	Location
29	563 North Menard Avenue -- Disabled Parking Permit 55314;
29	1639 North Mason Avenue -- Disabled Parking Permit 55240;
29	34 South Parkside Avenue -- Disabled Parking Permit 55249;
30	1841 North Keeler Avenue -- Disabled Parking Permit 55374;
30	4743 West Roscoe Street -- Disabled Parking Permit 55372;
31	3014 North Haussen Court -- Disabled Parking Permit 57856;
31	5005 West Wrightwood Avenue -- Disabled Parking Permit 52380;
31	4003 West Nelson Street -- Disabled Parking Permit 53703;
32	2347 West Lyndale Street -- Disabled Parking Permit 55392;
32	2229 North Magnolia Avenue -- Disabled Parking Permit 58888;
32	2049 West Cortland Street -- Disabled Parking Permit 58774;
33	3110 West Sunnyside Avenue -- Disabled Parking Permit 55107;
33	3605 North Sacramento Avenue -- Disabled Parking Permit 53761;
33	4214 North Central Park Avenue -- Disabled Parking Permit 52307;

Ward	Location
34	11527 South LaSalle Street -- Disabled Parking Permit 58027;
34	10110 South Emerald Avenue -- Disabled Parking Permit 58031;
34	12861 South Emerald Avenue -- Disabled Parking Permit 50720;
34	11735 South Ashland Avenue -- Disabled Parking Permit 53782;
34	1131 West 103 rd Place -- Disabled Parking Permit 51914;
34	11838 South Lowe Avenue -- Disabled Parking Permit 53786;
34	12359 South Union Avenue -- Disabled Parking Permit 58026;
34	11652 South Aberdeen Street -- Disabled Parking Permit 46168;
34	1112 West 112 th Place -- Disabled Parking Permit 58048;
34	12916 South Union Avenue -- Disabled Parking Permit 54723;
35	2518 North Willets Court -- Disabled Parking Permit 51393;
36	6967 West Wolfram Street -- Disabled Parking Permit 54515;
36	1725 North New England Avenue -- Disabled Parking Permit 52429;
36	3442 North Page Avenue -- Disabled Parking Permit 54525;

Ward	Location
36	3626 North Paris Avenue -- Disabled Parking Permit 54502;
36	3212 North Oriole Avenue -- Disabled Parking Permit 54509;
36	3356 North Natchez Avenue -- Disabled Parking Permit 54522;
36	3552 North Nagle Avenue -- Disabled Parking Permit 54517;
36	3725 North Newland Avenue -- Disabled Parking Permit 52424;
36	3759 North Nora Avenue (install signs at 7009 West Grace Street) -- Disabled Parking Permit 49709;
36	1818 North Sayre Avenue -- Disabled Parking Permit 54523;
36	2019 North Neva Avenue -- Disabled Parking Permit 49697;
36	1816 North Oak Park Avenue -- Disabled Parking Permit 55205;
36	3124 North Rutherford Avenue -- Disabled Parking Permit 56199;
37	5518 West Rice Street -- Disabled Parking Permit 58129;
37	1131 North Lorel Avenue -- Disabled Parking Permit 54627;
37	5146 West Crystal Street -- Disabled Parking Permit 52283;
37	4918 West Erie Street -- Disabled Parking Permit 54978;

Ward	Location
37	West Chicago Avenue (north side) from a point 42 feet west of North Cicero Avenue, to a point 20 feet west thereof -- 2 percent disabled parking -- at all times (07-00968748);
38	4581 North McVicker Avenue -- Disabled Parking Permit 54816;
38	5901 West School Street -- Disabled Parking Permit 54817;
38	5704 West Melrose Street -- Disabled Parking Permit 56346;
38	3811 North Neva Avenue (install signs at the south end of property by courtesy walk) -- Disabled Parking Permit 54800;
38	5737 West Grace Street -- Disabled Parking Permit 55422;
38	4247 North Meade Avenue -- Disabled Parking Permit 54808;
39	4911 North St. Louis Avenue -- Disabled Parking Permit 55483;
39	4700 North Keystone Avenue -- Disabled Parking Permit 55480;
41	7721 West Victoria Street -- Disabled Parking Permit 57950;
41	7711 West Devon Avenue -- Disabled Parking Permit 51548;
41	8514 West Catherine Avenue -- Disabled Parking Permit 58100;
45	4928 West Grace Street -- Disabled Parking Permit 54113;

Ward	Location
48	5619 North Glenwood Avenue -- Disabled Parking Permit 58735;
48	5633 North Wayne Avenue -- Disabled Parking Permit 60802;
48	1258 West Elmdale Avenue -- Disabled Parking Permit 56329;
49	1810 West Chase Street -- Disabled Parking Permit 50301;
49	7645 North Bosworth Avenue (install signs at 7638 North Bosworth Avenue) -- Disabled Parking Permit 50643;
49	1339 West Estes Avenue -- Disabled Parking Permit 50915;
49	1321 West Touhy Avenue -- Disabled Parking Permit 51741;
49	7030 North Sheridan Road -- Disabled Parking Permit 58634;
49	1122 West Lunt Avenue -- Disabled Parking Permit 51732;
49	7550 North Claremont Avenue -- Disabled Parking Permit 58633;
49	7325A North Damen Avenue -- Disabled Parking Permit 58615;
49	7410 North Damen Avenue -- Disabled Parking Permit 58616;
49	1119 West Lunt Avenue -- Disabled Parking Permit 58617;
50	West Devon Avenue (north side) from a point 40 feet west of North Claremont Avenue, to a point 20 feet west thereof -- at all times -- 2 percent disabled parking.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Disabled Permit Parking.

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

SECTION 1. Removal of Disabled Parking Permit 12326 for 2026 North Bingham Street (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 10316 for 1923 West Superior Street (1st Ward).

SECTION 3. Removal of Disabled Parking Permit 46719 for 1714 North Washtenaw Avenue (1st Ward).

SECTION 4. Removal of Disabled Parking Permit 45308 for 5001 South Dorchester Avenue (4th Ward).

SECTION 5. Removal of Disabled Parking Permit 31258 for 5550 South Dorchester Avenue (5th Ward).

SECTION 6. Removal of Disabled Parking Permit 45140 for 6648 South Ingleside Avenue (5th Ward).

SECTION 7. Removal of Disabled Parking Permit 18460 for 6804 South Champlain Avenue (6th Ward).

SECTION 8. Removal of Disabled Parking Permit 6353 for 7748 South St. Lawrence Avenue (6th Ward).

SECTION 9. Removal of Disabled Parking Permit 50338 for 8011 South Langley Avenue (6th Ward).

SECTION 10. Removal of Disabled Parking Permit 12485 for 8251 South Champlain Avenue (6th Ward).

SECTION 11. Removal of Disabled Parking Permit 50582 for 9811 South Calumet Avenue (6th Ward).

SECTION 12. Removal of Disabled Parking Permit 34522 for 7011 South Prairie Avenue (6th Ward).

SECTION 13. Removal of Disabled Parking Permit 49390 for 8745 South Saginaw Avenue (7th Ward).

SECTION 14. Removal of Disabled Parking Permit 21920 for 7746 South Phillips Avenue (7th Ward).

SECTION 15. Removal of Disabled Parking Permit 7361 for 7219 South Ridgeland Avenue (8th Ward).

SECTION 16. Removal of Disabled Parking Permit 11495 for 8859 South Kenwood Avenue (8th Ward).

SECTION 17. Removal of Disabled Parking Permit 12089 for 7637 South Ridgeland Avenue (8th Ward).

SECTION 18. Removal of Disabled Parking Permit 42346 for 8821 South Cregier Avenue (8th Ward).

SECTION 19. Removal of Disabled Parking Permit 48314 for 7842 South Euclid Avenue (8th Ward).

SECTION 20. Removal of Disabled Parking Permit 10233 for 1333 East 89th Street (8th Ward).

SECTION 21. Removal of Disabled Parking Permit 5320 for 9432 South Langley Avenue (9th Ward).

SECTION 22. Removal of Disabled Parking Permit 11146 for 10219 South Yale Avenue (9th Ward).

SECTION 23. Removal of Disabled Parking Permit 9663 for 10139 South LaSalle Street (9th Ward).

SECTION 24. Removal of Disabled Parking Permit 6247 for 10942 South Buffalo Avenue (10th Ward).

SECTION 25. Removal of Disabled Parking Permit 38842 for 10311 South Avenue H (10th Ward).

SECTION 26. Removal of disabled parking for 10342 South Green Bay Avenue (10th Ward).

SECTION 27. Removal of Disabled Parking Permit 42095 for 3514 South Emerald Avenue (11th Ward).

SECTION 28. Removal of Disabled Parking Permit 8209 for 3346 South Carpenter Street (11th Ward).

SECTION 29. Removal of Disabled Parking Permit 37443 for 3321 South Emerald Avenue (11th Ward).

SECTION 30. Removal of Disabled Parking Permit 3503 for 2937 South Loomis Street (11th Ward).

SECTION 31. Removal of Disabled Parking Permit 12102 for 2923 South Throop Street (11th Ward).

SECTION 32. Removal of Disabled Parking Permit 40686 for 621 West 48th Street (11th Ward).

SECTION 33. Removal of Disabled Parking Permit 29259 for 4411 South Wallace Street (11th Ward).

SECTION 34. Removal of Disabled Parking Permit 27896 for 4211 South Washtenaw Avenue (12th Ward).

SECTION 35. Removal of Disabled Parking Permit 27245 for 2537 South Sawyer Avenue (12th Ward).

SECTION 36. Removal of Disabled Parking Permit 5774 for 3822 South Sacramento Avenue (12th Ward).

SECTION 37. Removal of Disabled Parking Permit 29247 for 4346 South Campbell Avenue (12th Ward).

SECTION 38. Removal of Disabled Parking Permit 27970 for 4719 South Hoyne Avenue (12th Ward).

SECTION 39. Removal of Disabled Parking Permit 15005 for 4739 South Hoyne Avenue (12th Ward).

SECTION 40. Removal of Disabled Parking Permit 11505 for 4327 South Mozart Street (12th Ward).

SECTION 41. Removal of Disabled Parking Permit 5349 for 3524 West 39th Street (12th Ward).

SECTION 42. Removal of Disabled Parking Permit 15411 for 2510 West 47th Street (12th Ward).

SECTION 43. Removal of Disabled Parking Permit 6976 for 4338 South Paulina Street (12th Ward).

SECTION 44. Removal of Disabled Parking Permit 15873 for 4612 South Washtenaw Avenue (12th Ward).

SECTION 45. Removal of Disabled Parking Permit 8232 for 2644 West 22nd Place (12th Ward).

SECTION 46. Removal of Disabled Parking Permit 33564 for 2935 West 25th Place (12th Ward).

SECTION 47. Removal of Disabled Parking Permit 19061 for 2501 West 35th Place (12th Ward).

SECTION 48. Removal of Disabled Parking Permit 19062 for 2822 West 36th Place (12th Ward).

SECTION 49. Removal of Disabled Parking Permit 31850 for 3130 West 38th Place (12th Ward).

SECTION 50. Removal of Disabled Parking Permit 32781 for 3307 West 38th Place (12th Ward).

SECTION 51. Removal of Disabled Parking Permit 20331 for 3343 West 38th Place (12th Ward).

SECTION 52. Removal of Disabled Parking Permit 40587 for 6551 South Kilbourn Avenue (13th Ward).

SECTION 53. Removal of Disabled Parking Permit 32732 for 6341 South Long Avenue (13th Ward).

SECTION 54. Removal of Disabled Parking Permit 38742 for 3736 West 69th Place (13th Ward).

SECTION 55. Removal of Disabled Parking Permit 43660 for 4022 West 58th Street (13th Ward).

SECTION 56. Removal of Disabled Parking Permit 16423 for 6023 South Mayfield Avenue (13th Ward).

SECTION 57. Removal of Disabled Parking Permit 17976 for 7247 South Honore Street (17th Ward).

SECTION 58. Removal of Disabled Parking Permit 30669 for 2105 West 82nd Place (18th Ward).

SECTION 59. Removal of Disabled Parking Permit 50439 for 837 West 83rd Street (21st Ward).

SECTION 60. Removal of disabled permit for 2432 South Lawndale Avenue (22nd Ward).

SECTION 61. Removal of Disabled Parking Permit 16393 for 2220 South Avers Avenue (22nd Ward).

SECTION 62. Removal of Disabled Parking Permit 39403 for 3022 South Avers Avenue (22nd Ward).

SECTION 63. Removal of Disabled Parking Permit 36737 for 2839 South Drake Avenue (22nd Ward).

SECTION 64. Removal of Disabled Parking Permit 17803 for 3150 South Karlov Avenue (22nd Ward).

SECTION 65. Removal of Disabled Parking Permit 36742 for 2651 South Springfield Avenue (22nd Ward).

SECTION 66. Removal of Disabled Parking Permit 52866 for 5433 South Linder Avenue (23rd Ward).

SECTION 67. Removal of Disabled Parking Permit 52230 for 5140 South Lockwood Avenue (23rd Ward).

SECTION 68. Removal of Disabled Parking Permit 50535 for 5123 South Oak Park Avenue (23rd Ward).

SECTION 69. Removal of Disabled Parking Permit 8706 for 3638 West Lexington Street (24th Ward).

SECTION 70. Removal of Disabled Parking Permit 18664 for 2314 West 25th Street (25th Ward).

SECTION 71. Removal of Disabled Parking Permit 26874 for 2722 West Crystal Street (26th Ward).

SECTION 72. Removal of Disabled Parking Permit 12160 for 2414 West Ohio Street (26th Ward).

SECTION 73. Removal of Disabled Parking Permit 30881 for 1555 North St. Louis Avenue (26th Ward).

SECTION 74. Removal of Disabled Parking Permit 8402 for 1048 North Ridgeway Avenue (27th Ward).

SECTION 75. Removal of Disabled Parking Permit 49939 for 2240 North Lamon Avenue (31st Ward).

SECTION 76. Removal of Disabled Parking Permit 28706 for 4826 West Oakdale Avenue (31st Ward).

SECTION 77. Removal of Disabled Parking Permit 37054 for 5259 West Deming Place (31st Ward).

SECTION 78. Removal of Disabled Parking Permit 6780 for 3446 North Bell Avenue (32nd Ward).

SECTION 79. Removal of Disabled Parking Permit 8915 for 141 West 103rd Place (34th Ward).

SECTION 80. Removal of Disabled Parking Permit 7145 for 4349 West Augusta Boulevard (37th Ward).

SECTION 81. Removal of Disabled Parking Permit 11309 for 5200 West Pensacola Avenue (38th Ward).

SECTION 82. Removal of Disabled Parking Permit 33355 for 5949 West Eddy Street (38th Ward).

SECTION 83. Removal of Disabled Parking Permit 40728 for 4427 North Mulligan Avenue (38th Ward).

SECTION 84. Removal of Disabled Parking Permit 16415 for 1960 West Hood Avenue (40th Ward).

SECTION 85. Removal of Disabled Parking Permit 42287 for 4853 North Talman Avenue (40th Ward).

SECTION 86. Removal of Disabled Parking Permit 49835 for 6 East Scott Street (43rd Ward).

SECTION 87. Removal of Disabled Parking Permit 41723 for 3811 North Alta Vista Terrace (44th Ward).

SECTION 88. Removal of Disabled Parking Permit 32928 for 3554 North Pine Grove Avenue (46th Ward).

SECTION 89. Removal of Disabled Parking Permit 48462 for 4856 North Paulina Street (47th Ward).

SECTION 90. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080, of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Ward	Location
30	North Karlov Avenue (east side) from a point 20 feet north of West North Avenue, to a point 40 feet north thereof -- disabled parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday and 8:00 A.M. to 1:00 P.M. -- Saturday (07-02214658);
45	West Gale Street (north side) from a point 85 feet east of North Lester Avenue, to a point 45 feet east thereof -- parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Saturday -- tow-away zone (07-00905627);

Ward	Location
46	810 West Waveland Avenue, from North Halsted Street west to the alley -- 8:00 A.M. to 10:00 P.M. -- all days;
49	West Morse Avenue (south side) from a point 20 feet east of North Ashland Avenue, to a point 56 feet east thereof -- disabled parking -- 9:00 A.M. to 2:00 P.M. -- Sundays only (07-00530443).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed April 25, 1985 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 15837) which reads:

“South Shields Avenue (west side) from a point 213 feet north of West 32nd Street, to a point 40 feet north thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday”

by striking the above (11th Ward) (07-01777377).

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
14	West 45 th Street (south side) from a point 30 feet west of South Richmond Street, to the first alley west thereof -- 2 hour parking -- 6:00 A.M. to 6:00 P.M. -- all days (07-01777626);
30	West Cornelia Avenue (north side) from North Pulaski Road to the first alley east thereof -- 30 minute parking -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (07-01417960);
36	North Harlem Avenue (west side) from the first alley north of West Belmont Avenue, to a point 105 feet north thereof -- 1 hour -- 7:00 A.M. to 11:00 P.M. -- Monday through Saturday (07-01419296);
38	West School Street (south side) from North Central Avenue, to a point 115 feet east thereof -- 15 minute parking -- 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. -- 90 minute parking -- at all other times (07-00881889).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Industrial Permit Parking Zone.

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 industrial permit parking zones, for the following location:

Ward	Location
32	1900 block of North Hermitage Avenue (east side) 8:00 A.M. to 5:00 P.M. -- Monday through Friday (Zone 60).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Industrial Permit Parking Zone.

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

SECTION 1. Repeal industrial permit parking Zone Number 41 by striking: "the 4600 block of West Schubert Avenue -- 6:00 A.M. to 6:00 P.M." (31st Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
19	9400 -- 9499 South Longwood Drive (both sides) between West 94 th Street and West 95 th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 1402);
19	9300 -- 9399 South Longwood Drive, between West 93 rd Street and West 94 th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 1402);
20	4600 block of South Hermitage Avenue (both sides) between West 46 th Street and West 47 th Street -- at all times (Zone 1401);
23	5100 block of South Hamlin Avenue (both sides) between West 51 st Street and West 52 nd Street -- 8:00 A.M. to 8:00 P.M. -- all days (Zone 151);
23	5300 block of South Harding Avenue (both sides) (5300 to 5359) at all times (Zone 1404);
35	2900 block of North Wisner Avenue (both sides) between North Kimball Avenue and North Milwaukee Avenue -- at all times (Zone 1405);
47	4700 block of North Paulina Street (both sides) between West Lawrence Avenue and West Leland Street -- at all times (Zone 1394).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Removal of residential permit parking for the 9600 block of South Van Vliissingen Road -- at all times (7th Ward).

SECTION 2. Removal of residential permit parking for the 2700 -- 2799 West 25th Street (12th Ward).

SECTION 3. Extension to Zone 345 to include East 57th Street (south side only) from 5701 South Kilbourn Avenue to South Kenneth Avenue (for residents of 5700 South Kenneth Avenue) -- at all times (13th Ward).

SECTION 4. Repeal ordinance passed September 13, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 84386) which reads:

“Extension of Zone 345 to South Kilbourn Avenue (south side only) at 5701 -- at all times” (13th Ward).

SECTION 5. Amend residential permit parking Zone 12 by striking the previous hours and inserting:

“8:00 A.M. to 5:00 P.M. -- Monday through Friday for 2000 West 94th Street, between South Damen Avenue and South Hoyne Avenue” (19th Ward).

SECTION 6. Extension to Zone 1119 for 6500 -- 6550 West George Street (36th Ward).

SECTION 7. Extension to Zone 1130 for 1200 block of West Sunnyside Avenue, between North Racine Avenue and North Magnolia Avenue -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday (46th Ward).

SECTION 8. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC
LANE TOW-AWAY ZONES ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, February 7, April 11, May 9, 23, June 13, July 19, September 5, 27 and November 7, 2007) 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) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 Hermitage Avenue (east side) from North Moorman Street to West Crystal Street -- tow-away zone (07-00933666);
1	West North Avenue (south side) from a point 140 feet west of North Paulina Avenue, to a point 25 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 10:00 A.M. to 7:00 P.M. (07-00350523);
1	North Ashland Avenue (west side) from a point 15 feet south of West Cortez Street, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 11:00 A.M. to 10:00 P.M. (07-00847866);
1	West North Avenue (north side) from a point 60 feet west of North Fairfield Avenue, to a point 22 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (07-00153566);
1	North Milwaukee Avenue (east side) from a point 247 feet east of North Western Avenue, to a point 22 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 11:00 P.M. -- Monday through Friday and 11:00 A.M. to 11:00 P.M. -- Saturday and Sunday (07-00847777);

Ward	Location
2	South Indiana Avenue (west side) from a point 100 feet south of East 13 th Street to East 14 th Street -- tow-away zone -- at all times (07-01681582);
2	South Michigan Avenue (east side) from a point 95 feet south of East 13 th Street, to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (07-00730039);
2	1601 South Indiana Avenue -- 15 minute standing zone -- tow-away zone except with flashing lights -- at all times;
3	East 51 st Street (north side) from a point 100 feet east of South Indiana Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (07-01877442);
27	West Arbour Place (south side) from a point 20 feet east of North Justine Street, to a point 25 feet east thereof -- tow-away zone (07-00742656);
27	West Larrabee Avenue (east side) from a point 157 feet south of North Clybourn Avenue, to a point 42 feet south thereof -- 15 minute standing zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (07-01418204);
27	North Green Street (west side) from a point 30 feet north of West Erie Street, to a point 65 feet north thereof -- 30 minute standing zone -- use flashing lights -- tow-away zone after 30 minutes -- 7:00 A.M. to 11:00 P.M. -- Monday through Friday (07-00742257);

Ward	Location
27	North Noble Street (west side) from a point 20 feet south of West Hubbard Street, to a point 17 feet south thereof -- 30 minute standing zone -- use flashing lights -- tow-away zone after 30 minutes 9:00 A.M. to 9:00 P.M. -- Tuesday through Sunday (07-00865684);
30	West Armitage Avenue (north side) from a point 110 feet east of North Kildare Avenue, to a point 20 feet east thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 9:00 A.M. to 7:00 P.M. (07-00436155);
32	North Dayton Street (east side) from a point 50 feet south of West Eastman Street, to a point 25 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday (07-01834688);
37	North Kildare Avenue (west side) from West Division Street, to a point 45 feet north thereof -- tow-away zone (07-00437932);
40	North Ravenswood Avenue (west side) from West Catalpa Avenue to West Balmoral Avenue -- 30 minute standing zone -- use flashing lights -- tow-away zone after 30 minutes -- 11:00 A.M. to 12:00 P.M. and 2:30 P.M. to 3:30 P.M. -- school days only (07-02221059);
42	East Chicago Avenue (south side) from North Mies Van Der Rohe Way to North Fairbanks Court -- no parking, stopping, standing -- tow-away zone -- at all times -- recommended (07-01836378);

Ward	Location
42	North Franklin Street (east side) from a point 30 feet south of West Ohio Street, to a point 65 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (07-02215036);
43	North Lincoln Avenue (west side) from a point 305 feet south of West Wrightwood Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 P.M. to 10:00 P.M. -- Tuesday through Friday and 3:00 P.M. to 10:00 P.M. -- Saturday and Sunday (07-00969125);
43	West Schiller Street (north side) from a point 65 feet west of North Inner Lake Shore Drive, to a point 25 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes (07-00905514);
46	West Eastwood Avenue (north side) from a point 400 feet west of North Clarendon Avenue, to a point 45 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (07-01840828);
46	North Sheridan Road (west side) from a point 105 feet south of West Gordon Terrace, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (07-00905878);

Ward	Location
46	North Broadway (west side) from a point 90 feet north of West Irving Park Road, to a point 25 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday (07-00905817);
50	West Devon Avenue (south side) from North Monticello Avenue, to a point 108 feet east thereof, also add from a point 138 feet east of North Monticello Avenue to North Central Park Avenue -- tow-away zone (07-01843740).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed November 5, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 10772) which reads:

“West 51st Street (north side) from South Kolin Avenue to South Kostner Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday” (23rd Ward) (07-00739113).

SECTION 2. Repeal ordinance passed November 5, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 10772) which reads:

“West 51st Street (north side) from South Kolin Avenue to South Kostner Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday -- tow-away zone”

by striking the above (23rd Ward) (07-01786966).

SECTION 3. Amend ordinance passed November 1, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60024) which reads:

“North Ashland Avenue (west side) from a point 289 feet south of West Altgeld Street, to a point 24 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 4:00 P.M. to 11:00 P.M.”

by striking:

“4:00 P.M.”

and inserting:

“10:30 A.M.” (32nd Ward) (07-01829258).

SECTION 4. Amend ordinance passed December 8, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 38996) which reads:

“North Clarendon Avenue (east side) from a point 115 feet south of West Montrose Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone, after 15 minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday”

by striking:

“Monday through Friday” (46th Ward) (07-00905849).

SECTION 5. Repeal ordinance passed January 16, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 102154) for North Clarendon Avenue (west side) from a point 75 feet south of West Sheridan Road, to a point 25 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes (46th Ward) (07-00167414).

SECTION 6. Removal of tow-away zone for North Washtenaw Avenue (east side) from West Chase Avenue to West Sherwin Avenue by striking the above (50th Ward) (07-00970022).

SECTION 7. This ordinance shall take effect and be in force hereinafter 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, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 7, March 14, April 11, June 13, July 19, September 5, 27 and December 5, 2007) a proposed ordinance to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following are said ordinance and order as passed (the italic heading in each case not being a part of the ordinance or order):

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
2	"Four-Way Stop" sign, at West Monroe Street and South Rockwell Street (07-02098141);
2	"Two-Way Stop" sign, for westbound traffic along West Adams Street and South Peoria Street (07-02098053);
2	"One-Way Stop" sign, for southbound traffic along South Damen Avenue and West 14 th Street (07-02097932);
2	"One-Way Stop" sign, for westbound traffic along West Adams Street and South Wood Street (07-02097971);
2	"Four-Way Stop" sign, at West Monroe Street and South Washtenaw Avenue (07-02098082);
2	"Two-Way Stop" sign, for north and southbound traffic along South Damen Avenue and West Hastings Street (07-02098022);
2	"One-Way Stop" sign, for eastbound traffic along West Jackson Boulevard and South Peoria Street (07-02098006);
2	"Four-Way Stop" sign, at West Adams Street and South Hoyne Street (07-02097873);

Ward	Type Of Sign And Location
2	"Two-Way Stop" sign, for east-and westbound traffic at South Financial Avenue and West Polk Street;
2	"Two-Way Stop" sign, for east-and westbound traffic along West Polk Street and South Francisco Avenue;
2	"Two-Way Stop" sign, for north-and southbound traffic along South Loomis Street and West 15 th Street;
2	"Four-Way Stop" sign, at West Monroe Street and South Sangamon Street;
2	"Four-Way Stop" sign, at West Maypole Avenue and South Leavitt Street;
3	"All-Way Stop" sign, at South Paulina Street and West 46 th Street (07-01876688);
4	"All-Way Stop" sign, at South Prairie Avenue and East 29 th Street (07-02098244);
4	"All-Way Stop" sign, at South Ellis Avenue and East 38 th Place (07-01142788);
4	"All-Way Stop" sign, at intersection of South Drexel Avenue and East 52 nd Street;
13	"All-Way Stop" sign, at South Kedvale Avenue and West 65 th Street (07-01142978);
14	"All-Way Stop" sign, at South St. Louis Avenue and West 54 th Street (07-01777664);

Ward	Type Of Sign And Location
23	"All-Way Stop" sign, at South Newcastle Avenue and West 58 th Street (07-01785485);
23	"All-Way Stop" sign, at South Karlov Avenue and West 50 th Street (07-01785451);
23	"All-Way Stop" sign, at the intersection of West 51 st Street and South Narragansett Avenue;
23	"All-Way Stop" sign, at the intersection of West 62 nd Street and South Nagle Avenue;
24	"All-Way Stop" sign, at West 14 th Street and South Springfield Avenue (07-00484061);
29	"Four-Way Stop" sign, for east- and westbound and north- and southbound traffic at West Grand Avenue and North Mobile Avenue;
33	"Stop" sign, at West Wilson Avenue, stopping east- and westbound traffic at North Christiana Avenue (07-02045213);
35	"All-Way Stop" sign, at West Cornelia Avenue and North Monticello Avenue (07-00746056);
37	"All-Way Stop" sign, at North Lamon Avenue and West St. Paul Avenue (07-00523945);
38	"No Right Turn -- 8:30 A.M. To 9:30 A.M. And 2:30 P.M. To 3:30 P.M. -- Monday Through Friday", for eastbound traffic on West Grace Street on to North Laramie Avenue (07-01419530);

Ward	Type Of Sign And Location
41	"Two-Way Stop" sign, at North Natchez Avenue for West Balmoral Avenue (07-00439143);
41	"Two-Way Stop" sign, stopping, North Octavia Avenue for West North Shore Avenue (07-00439120);
43	"Two-Way Stop" sign, stopping North Bissell Street for North Dayton Street (07-00746839);
43	"Two-Way Stop" sign, stopping North Orleans Street for West Eugenie Street (07-00746928);
43	"All-Way Stop" sign, at North Mildred Avenue and West Schubert Avenue (07-00529670);
45	"Two-Way Stop" sign, stopping West Winnemac Avenue for North Long Avenue (07-01819363);
47	"Two-Way Stop" sign, stopping North Oakley Avenue for West Giddings Street (07-00442795);
47	"Three-Way Stop" sign, stopping north- and southbound traffic on North Lincoln Avenue at West Cullom Avenue;
47	"Three-Way Stop" sign, stopping north- and southbound traffic on North Damen Avenue at West Winnemac Avenue;
48	"All-Way Stop" sign, at North Marine Drive and West Winona Avenue.

Amendment Of Traffic Warning Sign.

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

SECTION 1. Amend ordinance passed May 9, 2007, (*Journal of the Proceedings of the City Council of the City of Chicago*, page 105143) by striking:

“All-Way Stop”

and inserting:

“Stop” sign, by stopping South Nagle Avenue for West 51st Street (23rd Ward) (07-02041294).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Location

1

North side of the 2300 block of West Le Moyne Street, from South Oakley Avenue to South Claremont Avenue -- “Diagonal Parking” -- diagonal parking with construction (07-02097319).

Ward

Location

2

West Jackson Boulevard, from South Leavitt Street to South Oakley Avenue; West Van Buren Street, from South Leavitt Street to South Oakley Avenue; South Leavitt Street, from Van Buren Street to West Jackson Boulevard; and South Oakley Avenue, from West Van Buren Street to West Jackson Boulevard -- "No Cruising Zone" (07-01142616).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 13 and December 5, 2007) proposed orders to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location And Limitation
45	North Lansing Avenue, from North Clifford Avenue to North Leader Avenue -- 25 miles per hour (07-01776357);
45	West Higgins Avenue, between North Milwaukee Avenue and North Central Avenue -- 25 miles per hour.

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 O'Connor 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

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

The committee report listing said ordinance and orders which failed to pass reads as follows:

CHICAGO, December 12, 2007.

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 (January 11, February 7, March 14, April 11, May 9, 23, June 13, July 19, September 5, 27 and October 31, 2007) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
37	North Kilpatrick Avenue, from West North Avenue to first alley north thereof. Duplicate proposal. Previously recommended on proposal dated February 1, 2007;
49	1823 West Lunt Avenue (driveway). No City Council action necessary for driveway parking prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (07-01844247).

Parking Prohibited At All Times -- Disabled:

Ward	Location
2	At 3563 South Giles Avenue -- Disabled Parking Permit 38297. Insufficient fire hydrant clearance;
3	At 4328 South Michigan Avenue -- Disabled Parking Permit 52647. Main or arterial street;
8	At 7804 South Kimbark Avenue -- Disabled Parking Permit 54622. Alternative accessible parking and exceeds amount allowed;
11	At 1238 West 32 nd Place -- Disabled Parking Permit 49985. Exceeds amount allowed;

Ward	Location
11	At 2822 South Wells Street -- Disabled Parking Permit 58050. Insufficient fire hydrant clearance;
11	At 3121 South Normal Avenue -- Disabled Parking Permit 58062. Alternative accessible parking;
12	At 2519 West 47 th Street -- Disabled Parking Permit 54217. Main or arterial street;
12	At 4318 South Rockwell Street -- Disabled Parking Permit 52464. Alternative accessible parking;
18	At 8142 South Hermitage Avenue -- Disabled Parking Permit 57824. Alternative accessible parking;
18	At 3623 West 80 th Street -- Disabled Parking Permit 57826. Alternative accessible parking;
18	At 8206 South Damen Avenue -- Disabled Parking Permit 57827. Main street and alternative accessible parking;
18	At 3522 West 81 st Street -- Disabled Parking Permit 57831. Alternative accessible parking (garage and carport);
18	At 2030 West 80 th Place -- Disabled Parking Permit 57830. Alternative accessible parking (garage);
24	At 3812 West Ogden Avenue -- 2 percent disabled parking (public benefit). Duplicate proposal of T&S numbered 07-02041332 and 07-00739326;

Ward	Location
34	At 11731 South Ashland Avenue -- Disabled Parking Permit 48663. Alternative accessible parking and fire hydrant;
37	At 832 North Lavergne Avenue -- Disabled Parking Permit 51441. Parking prohibited signs posted and stop sign;
37	At 4835 West Haddon Avenue -- Disabled Parking Permit 51447. Exceeds amount allowed;
37	1200 block of North Kilpatrick Avenue (both sides) between West North Avenue to the first alley south. Request withdrawn (07-00437836);
45	At 4879 North Austin Avenue -- Disabled Parking Permit 54103. Main or arterial street.

Parking Prohibited During Specified Hours:

Ward	Location
23	South Kenneth Avenue (east side) from West 50 th Street to West 51 st Street -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (school days). Signs are covered under the Municipal Code.

Parking Limited:

Ward	Location
30	4000 West Grace Street (north side) from North Pulaski Road to the first alley west thereof -- 90 minute limit -- 11:00 A.M. to 10:00 P.M. -- Tuesday through Sunday. Request withdrawn (07-01820106).

Loading Zones:

Ward	Location
3	3847 South Giles Avenue. Request withdrawn by the requestor (07-01776975);
26	1633 North Hamlin Avenue (in front of secondary entrance located on North Hamlin Avenue but near West Wabansia Avenue. Will serve as handicap accessible entrance to day care) 9:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (07-00522309);
26	2559 West Augusta Boulevard -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 10:00 P.M. -- Monday through Sunday. Request withdrawn by requestor (07-00522155);
27	375 West Locust Street, between New Orleans Street and North Sedgwick Street -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday. Insufficient information (07-01418733);

Ward	Location
27	152 North Ada Street, between West Washington Street and West Randolph Street -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday. Duplicate. Passed on introduction of December 13, 2006 (07-00879435);
30	4243 West North Avenue (West Armitage Avenue) 15 minute loading zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday. Duplicate. Will pass on introduction of September 27, 2007 on December 12, 2007 (07-01418983);
30	2427 North Pulaski Road -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday. Request withdrawn (07-01418886);
30	3800 North Pulaski Road (west side) from a point 20 feet north of West Grace Street, to a point 20 feet thereof -- loading zone -- 9:00 A.M. to 10:00 P.M. -- Tuesday through Sunday. Request withdrawn (07-01819978);
30	4248 West Armitage Avenue -- loading zone -- 9:00 A.M. to 7:00 P.M. -- Sunday through Saturday. Duplicate proposal. Previously introduced on February 7, 2007 (07-01819077);
30	3923 West North Avenue -- loading zone -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday. Duplicate proposal of T&S numbered 07-00436053 and 07-01819908;

Ward	Location
30	2341 North Pulaski Road -- 30 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday. Duplicate proposal of T&S numbered 07-00436435 and 07-01819116;
30	4141 West Armitage Avenue -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away-zone after 15 minutes -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday and 9:00 A.M. to 4:00 P.M. -- Sunday. Duplicate proposal of March 14, 2007, T&S numbered 07-00523608 and 07-01819089;
37	1824 North Latrobe Avenue -- loading zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday. Request withdrawn (07-00746391);
40	2300 West Peterson Avenue (install signs on North Oakley Avenue (east side) of Peterson Surgery Center) loading zone -- 5:00 A.M. to 5:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously passed on December 30, 2006 (07-00438929);
42	10 East Walton Street -- loading zone -- 8:00 P.M. to 4:00 A.M. -- Sunday through Saturday. Request withdrawn by requestor.

Miscellaneous Signs:

Ward	Location
31	3138 -- 3140 North Springfield Avenue and 3125 North Springfield Avenue -- "Corner Clearance/Tow-Away Zone" signs. No City Council action necessary for warning signs. Signs will be posted (07-01829895);
43	957 West Webster Avenue -- "Cab Stand -- 9:00 P.M. To 2:00 A.M. -- All Days". Duplicate of T&S numbered 07-00967352 and 07-00969304.

Residential Permit Parking Zones:

Ward	Location
19	11413 to 11435 South Western Avenue (east side) 7:00 A.M. to 7:00 P.M. -- all days. Main or arterial street (bus stop);
30	3900 block of West Belden Avenue (south side) from North Springfield Avenue to the first alley west -- at all times. Must be both sides of the street, one consecutive block.

Speed Limitation:

Ward	Location
14	West 55 th Street, from South California Avenue to South Western Avenue -- 20 miles per hour when children are present. Request withdrawn (07-01777692).

Tow-Away Zones:

Ward	Location
32	900 North North Branch Street -- 5:00 A.M. to 11:00 P.M. -- Monday through Saturday. Request withdrawn (07-00436584);
35	2342 North Lawndale Avenue. No City Council action necessary to install "Alley Clearance" signs. Signs will be installed (07-00881511);
35	2343 North Lawndale Avenue. No City Council action necessary to install "Alley Clearance" signs. Signs will be installed (07-00881484);
43	2201 North Clark Street, from 2201 north to school driveway -- 15 minute tow-away zone with flashing lights -- 2:30 P.M. to 3:30 P.M. -- Monday through Friday (school days). Request withdrawn (07-01839989).

Traffic Warning Signs:

Ward	Location
2	"Two-Way Flashing Stop" signs, for north- and southbound traffic along South Michigan Avenue and East 13 th Street. Chicago Department of Transportation does not recommend stop signs on major streets (07-01776891);
2	"Four-Way Stop" signs, for South Prairie Avenue and East Cullerton Street. All-way stop control is not warranted at this location (07-01776906);

Ward	Location
2	"One-Way Stop" sign, for westbound traffic along West Washington Boulevard and South Washtenaw Avenue. Arterial street, against policy (7-01776941);
2	"Two-Way Stop" signs, stopping east- and westbound traffic along West Monroe Street and South Washtenaw Avenue. Monroe Street is a federal aid route. Placing "Stop" signs on federal aid routes could jeopardize federal funding for future street improvements (07-02097896);
3	"Four-Way Stop" signs, at East 21 st Street and South Wabash Avenue. Wabash Avenue is a federal aid route. Placing "Stop" signs on federal aid routes could jeopardize federal funding for future street improvements (07-02114079);
6	"Stop" signs, on the 500 block of 91 st Place. Request withdrawn (07-01777229);
6	"All-Way Stop" signs, on the 9400 block of South Michigan Avenue. Request withdrawn (07-01777236);
8	"All-Way Stop" signs, at East 75 th Street and South Constance Avenue. 75 th Street is a federal aid route. Placing "Stop" signs on federal aid routes could jeopardize federal funding for future street improvements (07-01777257);
11	"Stop" sign, stopping westbound traffic on West 45 th Street at South Racine Avenue. Duplicate. Previously passed on June 26, 1975 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 812). Signs will be installed;

Ward	Location
27	"All-Way Stop" signs, for 200 South Peoria Street at South Peoria Street and West Adams Street. Chicago Department of Transportation does not recommend "Stop" signs on major streets (07-01787481);
27	"All-Way Stop" signs, at North Throop Street and West Adams Street. Chicago Department of Transportation does not recommend "Stop" signs on major streets (07-01787300);
27	"All-Way Stop" signs, for North Cleveland Avenue and North Clybourn Avenue. Chicago Department of Transportation does not recommend "Stop" signs on major streets (07-01787104);
27	"All-Way Stop" signs, for 600 West Kingsbury Street at North Larrabee Street. Larrabee Street is a federal aid route. Placing "Stop" signs on federal aid routes could jeopardize federal funding for future street improvements (07-02099275);
27	"All-Way Stop" signs, for 100 South Throop Street at South Throop Street and West Monroe Street. Chicago Department of Transportation does not recommend "Stop" signs on major streets (07-02042354);
31	"No Left Turn" signs, at southeast corner of West Belden Avenue and North Laramie Avenue. Request withdrawn (07-01834158).

Weight Limitation:

Ward	Location
11	West 31 st Street and South Throop Street -- 5-ton weight limitation. Duplicate proposal. Previously passed on March 10, 1965 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4320). Signs are posted (07-00864352).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
11	Removal of "Disabled Parking Permit 41854" signs located at 2926 South Shields Avenue. Duplicate passed on December 13, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 95212);
11	Removal of "Disabled Parking Permit 6539" signs located at 3043 South Throop Street. Duplicate passed September 5, 2007 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 6940);
12	Removal of "Disabled Parking Permit 29318" signs located at 4637 South Washtenaw Avenue. Request withdrawn;
31	Removal of "Disabled Parking Permit 49995" signs located at 2334 North Costner Avenue. Duplicate passed July 19, 2007 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4843);

Ward

Location

31

Removal of "Disabled Parking Permit 33849" signs located at 5214 West Wolfram Street. Duplicate passed September 27, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 9605).

Amend Parking Prohibited During Specified Hours:

Ward

Location

38

Amend parking prohibited 8:00 A.M. to 4:30 P.M. on West Dakin Street, from North Melvina Avenue (to the second driveway east north side) by striking: "8:00 A.M. to 4:30 P.M." and inserting: "7:00 A.M. to 4:30 P.M.". No City Council action necessary for the installation of "No Parking -- School Only" signs. Signs will be installed (07-01876837);

46

Amend parking prohibited 4:00 P.M. to 6:00 P.M. (rush hour) on West Irving Park Road, between North Lake Shore Drive and North Broadway by striking: "4:00 P.M. to 6:00 P.M. (rush hour)" and inserting: "4:00 P.M. to 7:00 P.M. (rush hour)". Duplicate proposal. Previously proposed on May 9, 2007 and completed on T&S numbered 07-00676467 and 07-00905972.

Amend Loading Zone:

Ward

Location

23

Repeal loading zone at approximately 5050 -- 5058 South Kolin Avenue, from West Archer Avenue to the first alley north. Duplicate of T&S numbered 07-00739113 introduced on April 11, 2007 (07-01786966).

Amend Traffic Warning Sign:

Ward

Location

26

Repeal the ordinance passed February 7, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 98241) which established "Two-Way Stop" signs at northeast corner of West Division Street and North Maplewood Avenue. West Division Street is an arterial street. A study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (07-00742043).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

**AUTHORIZATION FOR GRANTS OF
PRIVILEGE IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

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 November 7 and 13, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

Adams Delaware 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 Adams Delaware L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) fire escapes projecting over the public right-of-way adjacent to its premises known as 105 West Adams Street. Said existing fire escapes shall each measure thirty-two (32) feet in length and project out over the public alley five (5) feet, six (6) inches. Existing fire escapes are approximately fifteen (15) feet above grade level. 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 Chicago Department of Transportation and the Office of Emergency Management and Communications.

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.

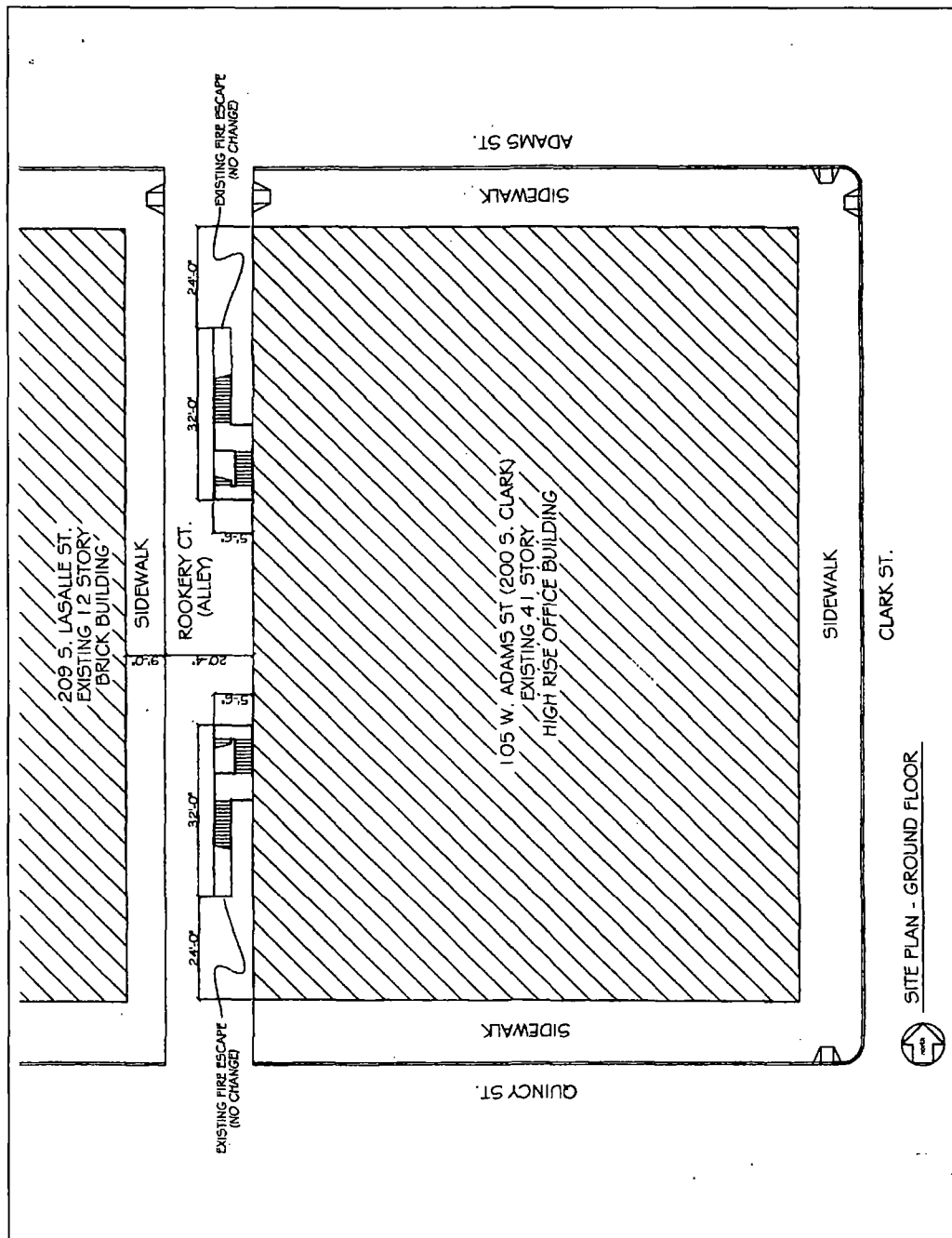
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068022 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

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 17598 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17597 of this *Journal*.



Amigo Loan Company.

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

SECTION 1. Permission and authority are hereby given and granted to Amigo Loan Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures over the public right-of-way adjacent to its premises known as 1720 South Loomis Street. Said light fixtures at South Loomis Street shall be four (4) at two (2) feet in length and one (1) foot in width for a total of eight (8) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Streets and Sanitation and the Office of Emergency Management and Communications.

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.

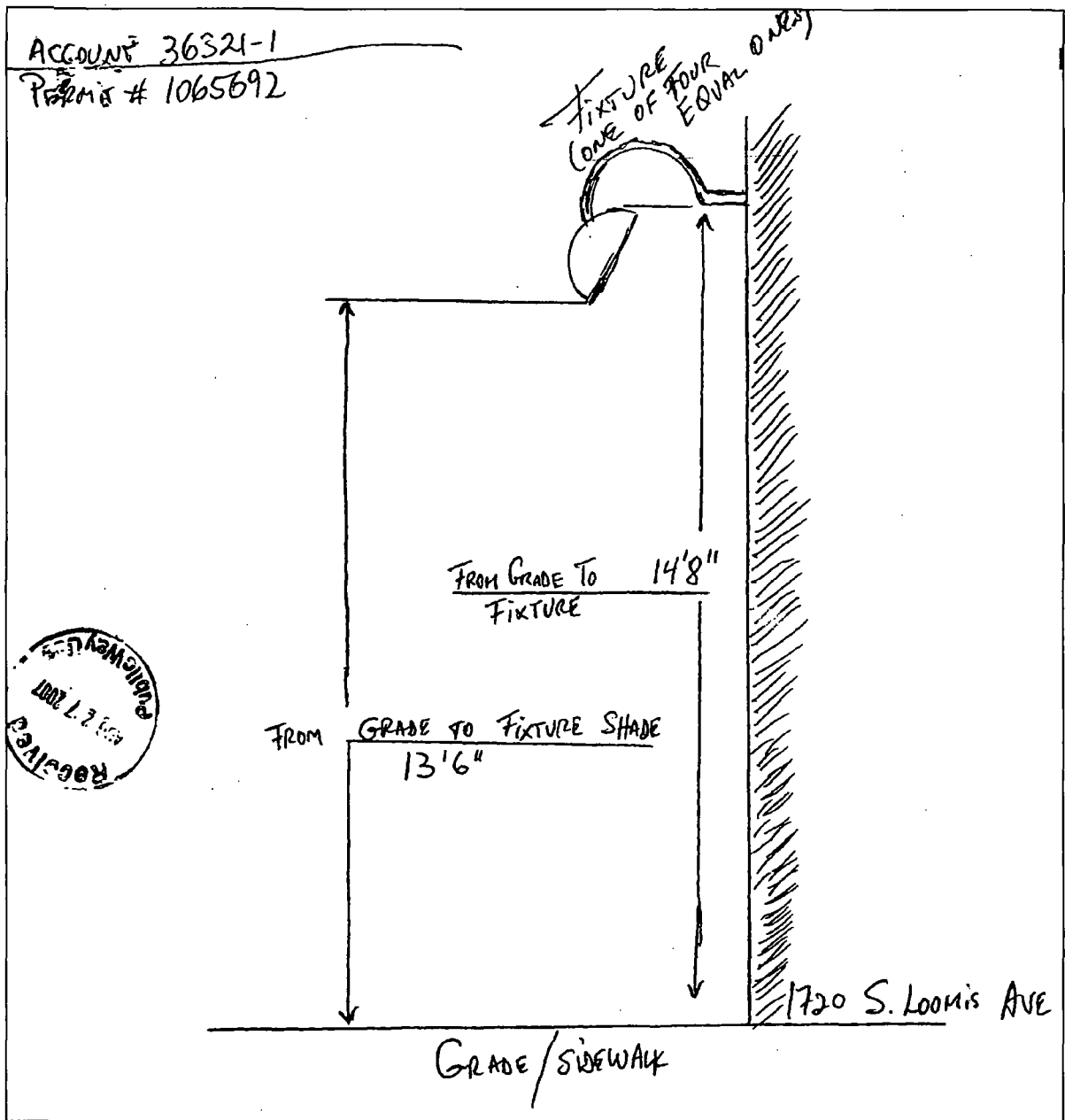
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065692 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

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 17600 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17599 of this Journal.



Antique Row 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 Antique Row Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows over the public right-of-way adjacent to its premises known as 3201 North Wolcott Avenue.

Said bay window at North Wolcott Avenue shall be one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet.

Said bay window at West Belmont Avenue shall be one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation and the Office of Emergency Management and Communications.

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.

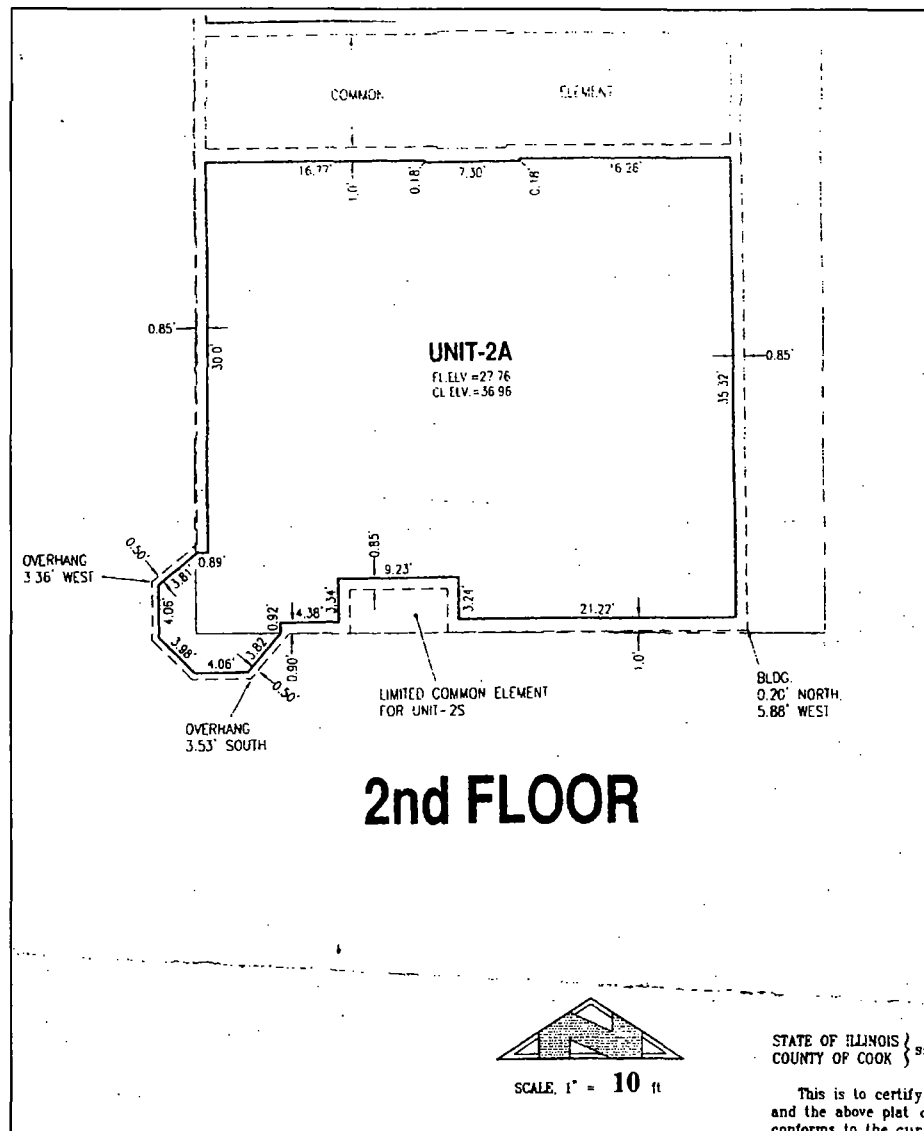
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068700 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

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 July 31, 2007.

[Drawing referred to in this ordinance
printed on page 17602 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17601 of this *Journal*.



Body Builder & Sportman Gallery.

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

SECTION 1. Permission and authority are hereby given and granted to Body Builder & Sportman Gallery, 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 attached to its premises known as 119 North Peoria Street. Said sign structure measures as follows: along North Peoria Street, at two and twenty-five hundredths (2.25) feet in length, four and thirty-three hundredths (4.33) feet in height and eleven and forty-two hundredths (11.42) feet above grade level. 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 the plans and specifications approved by the Office of Emergency Management and Communications.

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.

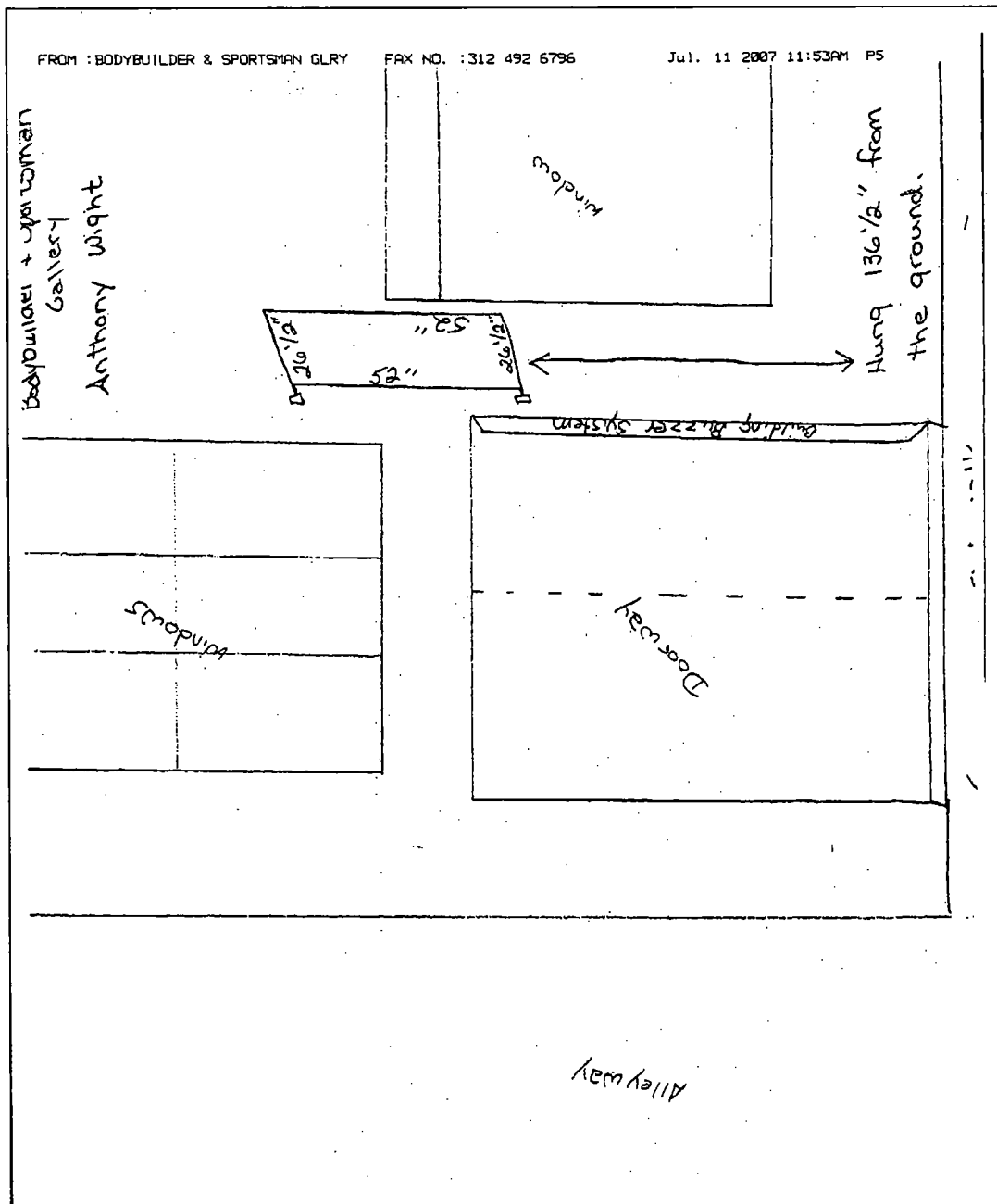
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065850 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

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 17604 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17603 of this *Journal*.



Cafe Wicked.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Wicked, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) banners over the public right-of-way adjacent to its premises known as 2151 West Armitage Avenue. Said banner at West Armitage Avenue shall be two and ninety-two hundredths (2.92) feet in length, eight and thirty-three hundredths (8.33) feet in width and fifteen (15) feet above grade. Said banner at North Leavitt Street shall be two and ninety-two hundredths (2.92) feet in length, eight and thirty-three hundredths (8.33) feet in width and fifteen (15) 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 Chicago Department of Transportation and the Office of Emergency Management and Communications.

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 1066537 herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance
printed on page 17606 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17605 of this *Journal*.



Casey's Hardware.

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

SECTION 1. Permission and authority are hereby given and granted to Casey's Hardware, 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 attached to its premises known as 2853 West 63rd Street. Said sign structure measures as follows: along West 63rd Street, at four (4) feet in length, six (6) feet in height and ten and eighty-three hundredths (10.83) feet above grade level. 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 Office of Emergency Management and Communications.

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.

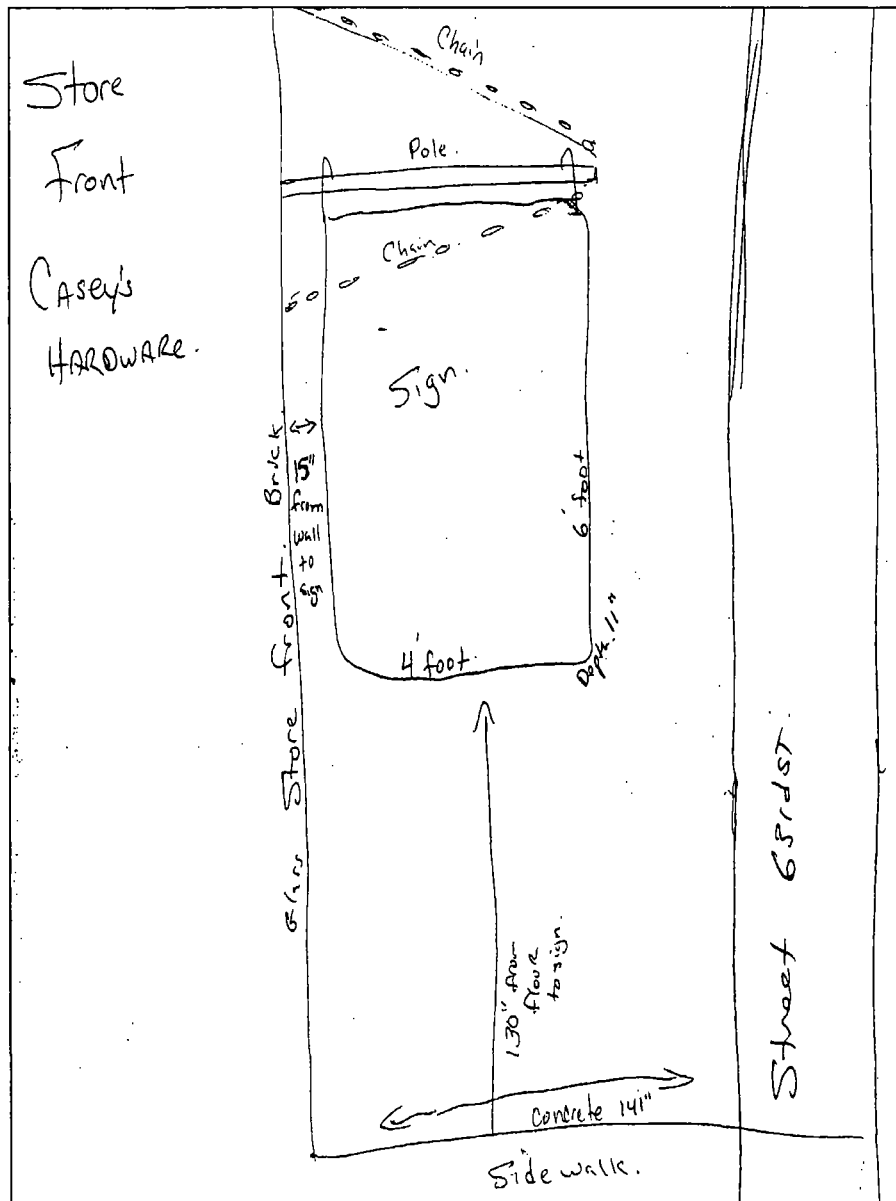
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066799 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17608 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17607 of this *Journal*.



The Century Shopping Centre.
(Light Fixtures)

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

SECTION 1. Permission and authority are hereby given and granted to The Century Shopping Centre, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 2828 -- 2836 North Clark Street. Said wall mounted light fixtures shall project out over the public way approximately two (2) feet. Wall mounted light fixtures shall be located along North Clark Street approximately twelve (12) feet above grade level. 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 Streets and Sanitation and the Office of Emergency Management and Communications.

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.

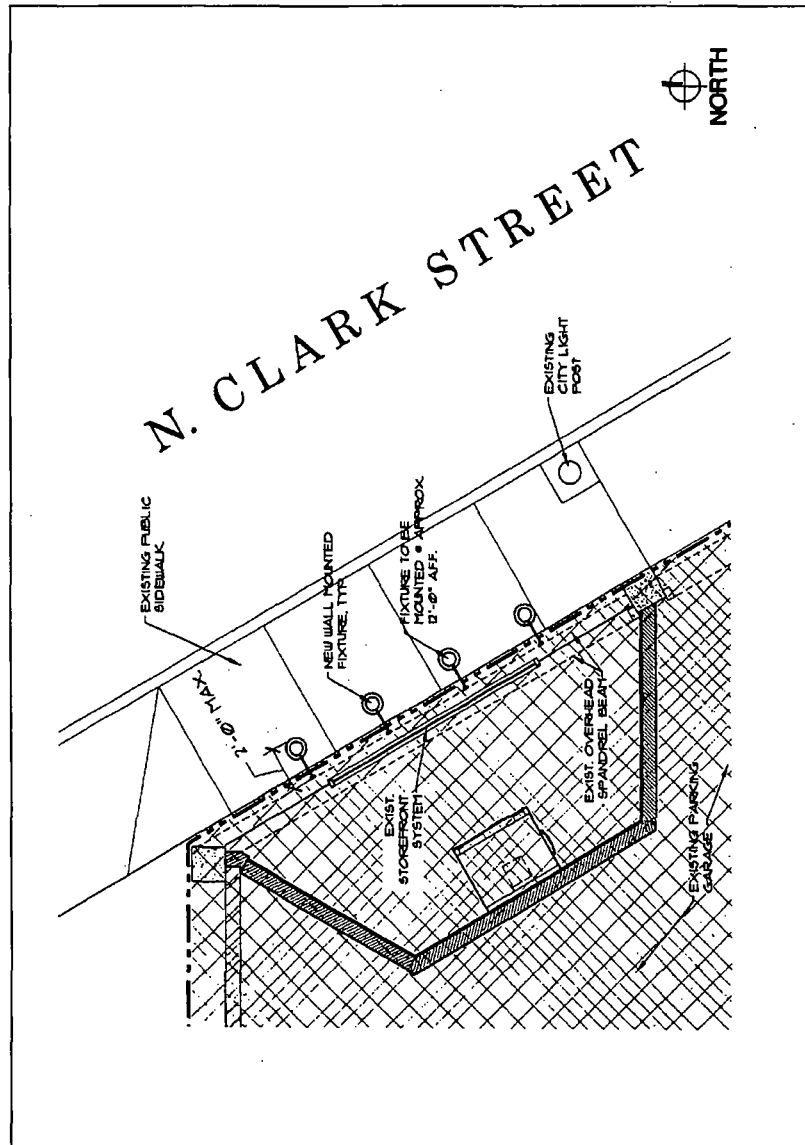
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067710 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

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 17610 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17609 of this *Journal*.



The Century Shopping Centre.
(Sign)

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

SECTION 1. Permission and authority are hereby given and granted to The Century Shopping Centre, 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 attached to its premises known as 2836 North Clark Street. Said sign structure measures as follows: along North Clark Street, at sixteen (16) inches in length and one hundred forty-two (142) inches in height. Sign shall project out over the public way twenty-two (22) feet above grade level. 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 Office of Emergency Management and Communications.

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.

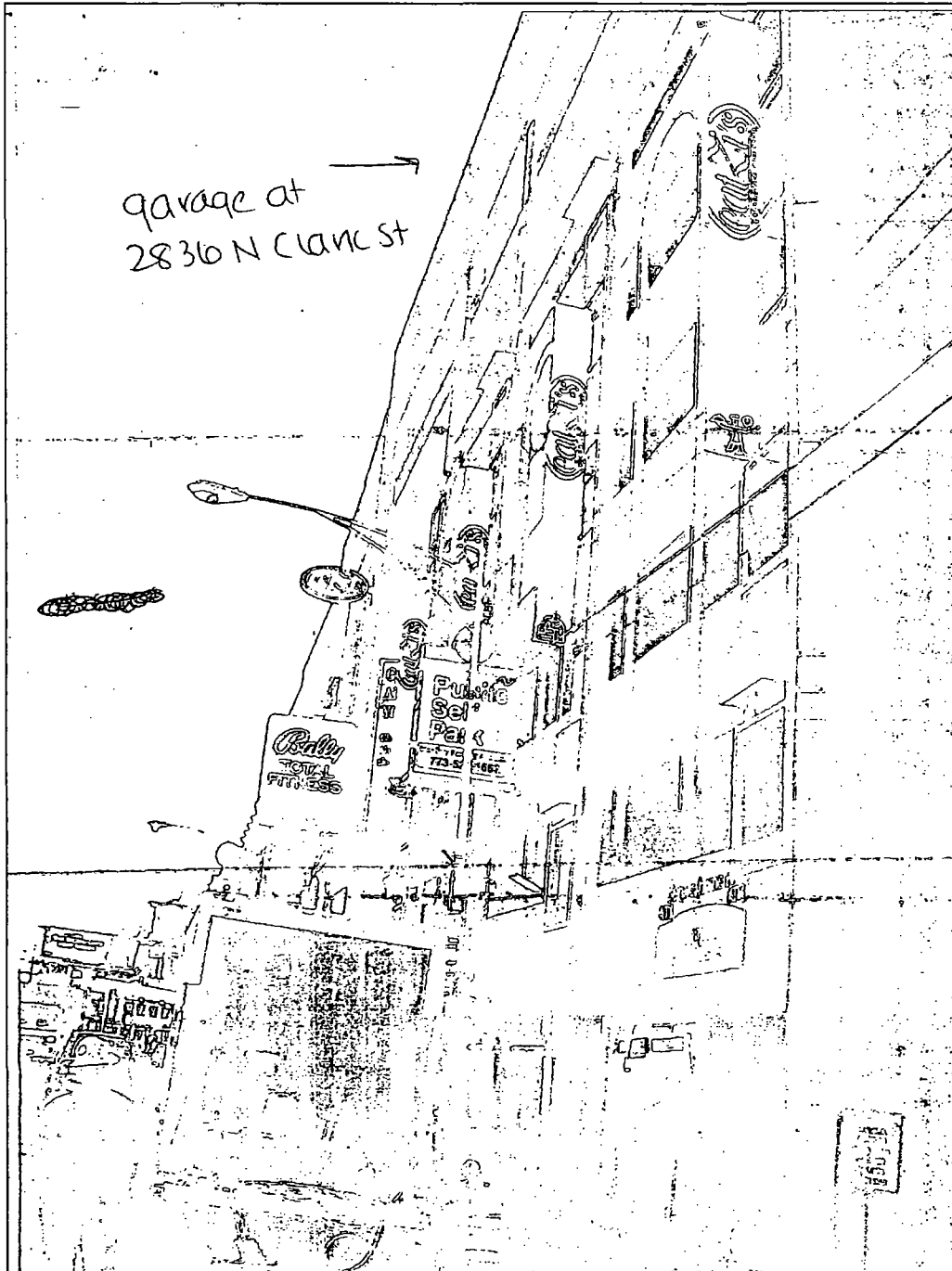
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068380 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17612 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17611 of this *Journal*.



Citgo.

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

SECTION 1. Permission and authority are hereby given and granted to Citgo, 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 attached to its premises known as 11600 South Michigan Avenue. Said sign structure measures as follows: along South Michigan Avenue, at six (6) feet in length, fourteen (14) feet in height and ten (10) feet above grade level. 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 Office of Emergency Management and Communications.

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.

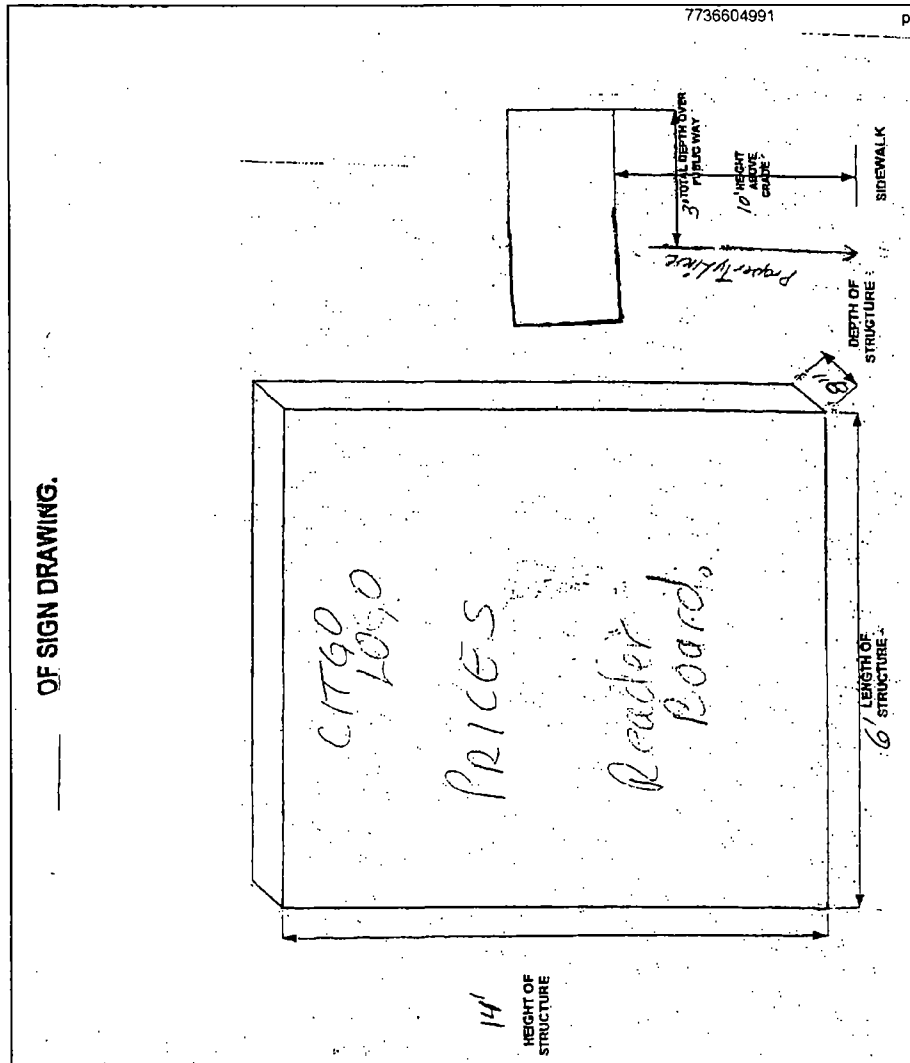
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067524 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of three (3) years from and after date of passage.

[Drawing referred to in this ordinance
printed on page 17614 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17613 of this *Journal*.



Del Real Bakery.

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

SECTION 1. Permission and authority are hereby given and granted to Del Real Bakery, 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 attached to its premises known as 3044 West 63rd Street. Said sign structure measures as follows: along West 63rd Street, at eight (8) feet in length, two and sixty-seven hundredths (2.67) feet in height and thirteen and forty-two hundredths (13.42) feet above grade level. 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 Office of Emergency Management and Communications.

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.

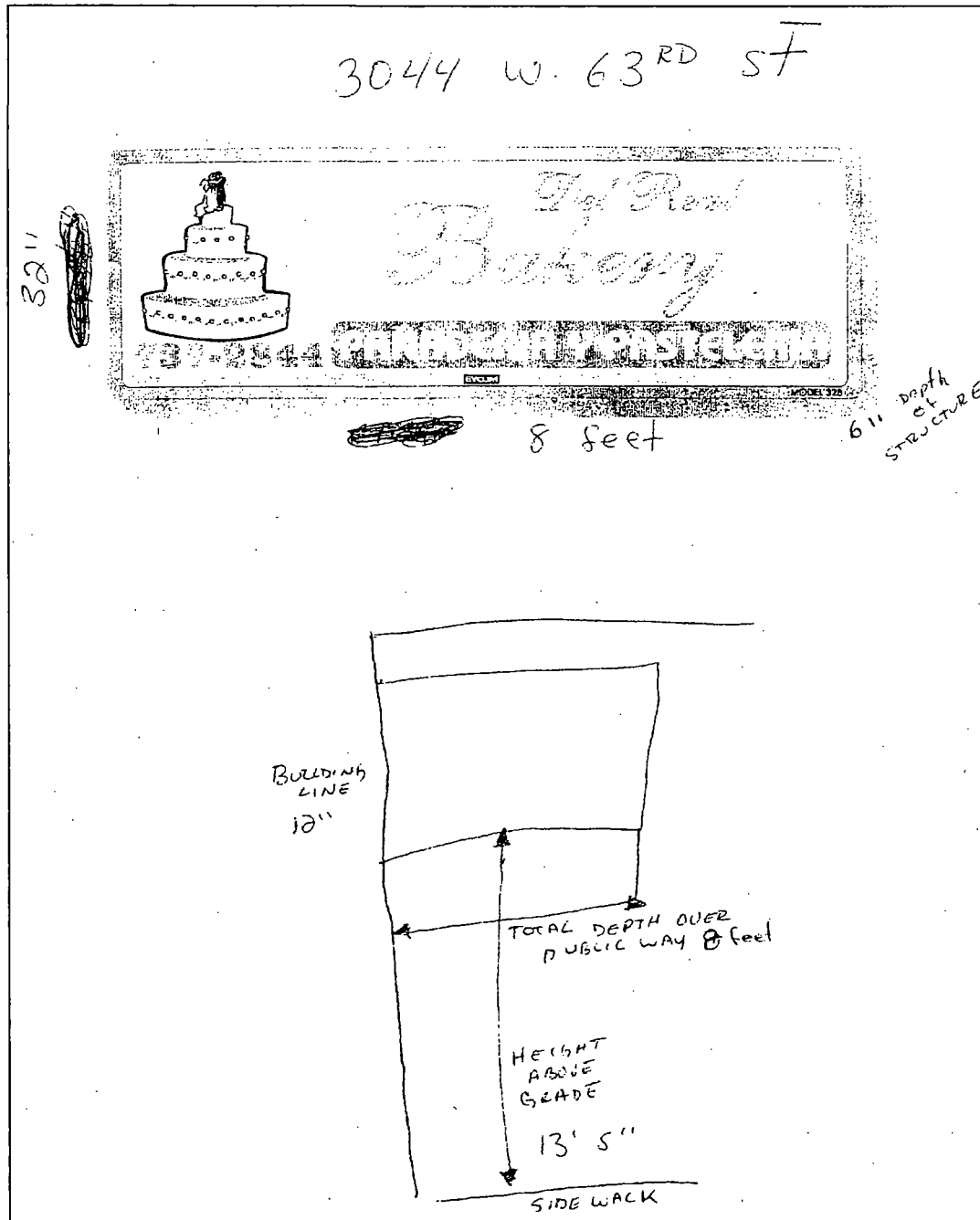
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065588 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17616 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17615 of this Journal.



De Pasada Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to De Pasada 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 attached to its premises known as 1108 North Ashland Avenue. Said sign structure measures as follows: along North Ashland Avenue, at four (4) feet in length, six (6) feet in height and ten (10) feet above grade level. 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 Office of Emergency Management and Communications.

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.

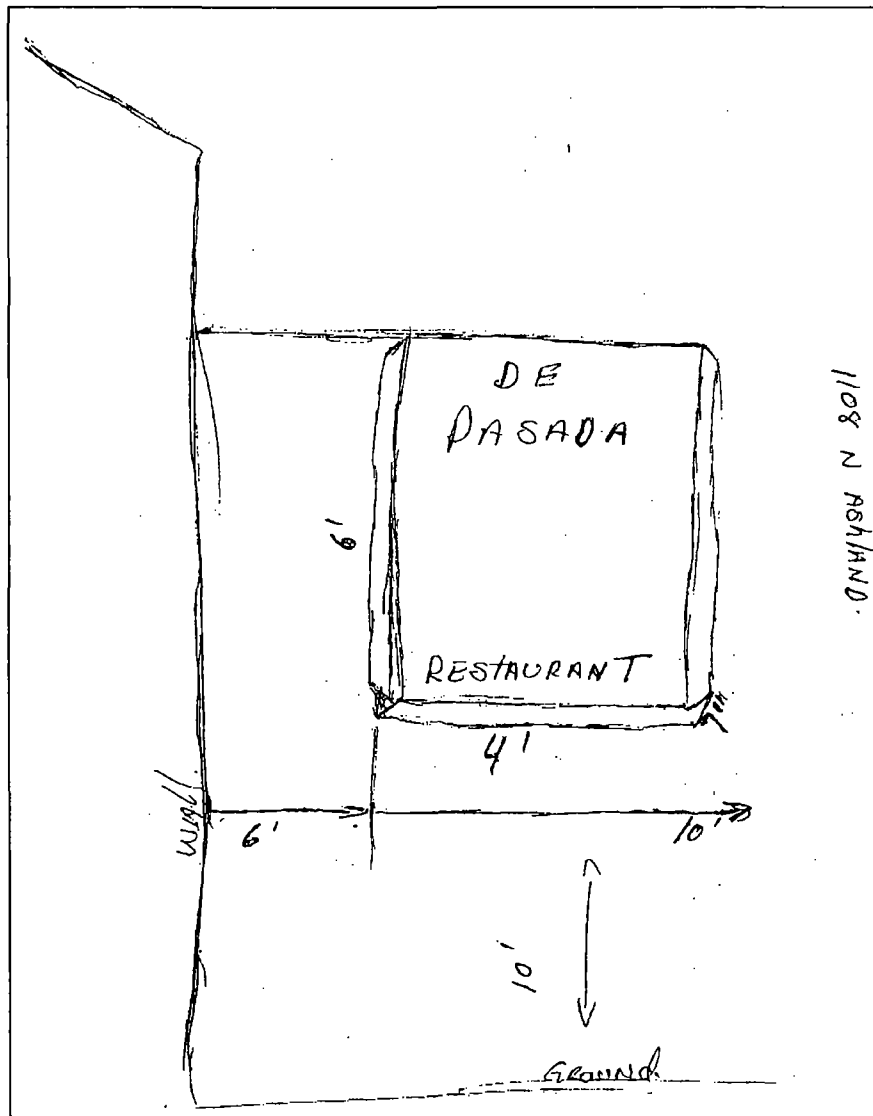
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066857 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17618 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17617 of this *Journal*.



Educational Advancement Fund, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Educational Advancement Fund, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) manholes on the public right-of-way adjacent to its premises known as 525 South State Street.

Said manhole at South State Street shall be one (1) at four (4) feet in length and one (1) foot in width for a total of four (4) square feet.

Said manhole at East Harrison Street shall be one (1) at four (4) feet in length and one (1) foot in width for a total of four (4) square feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Office of Underground Coordination and the Water Department.

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 1063531 herein granted the sum of One Thousand Two Hundred Ninety-five and no/100 Dollars (\$1,295.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 1, 2007.

[Drawing referred to in this ordinance
printed on page 17620 of
this *Journal*.]

El Vigia Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to El Vigia 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 attached to its premises known as 3612 West North Avenue. Said sign structure measures as follows: along West North Avenue, at five and five tenths (5.5) feet in length, two and five-tenths (2.5) feet in height and sixteen (16) feet above grade level. 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 Office of Emergency Management and Communications.

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.

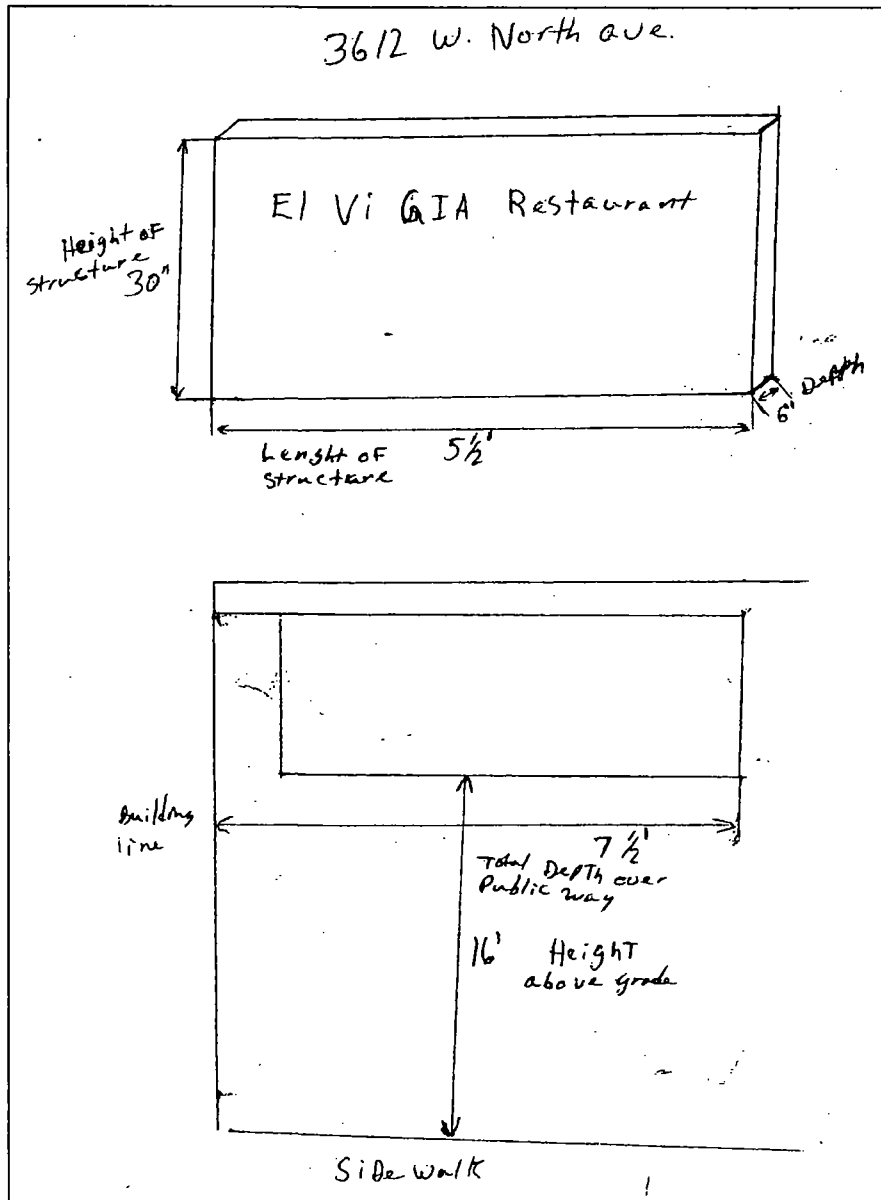
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062741 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17622 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17621 of this Journal.



Eurocenter.

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

SECTION 1. Permission and authority are hereby given and granted to Eurocenter, 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 attached to its premises known as 6844 West Archer Avenue. Said sign structure measures as follows: along West Archer Avenue, at six (6) feet in length, four (4) feet in height and fourteen (14) feet above grade level. 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 Office of Emergency Management and Communications.

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.

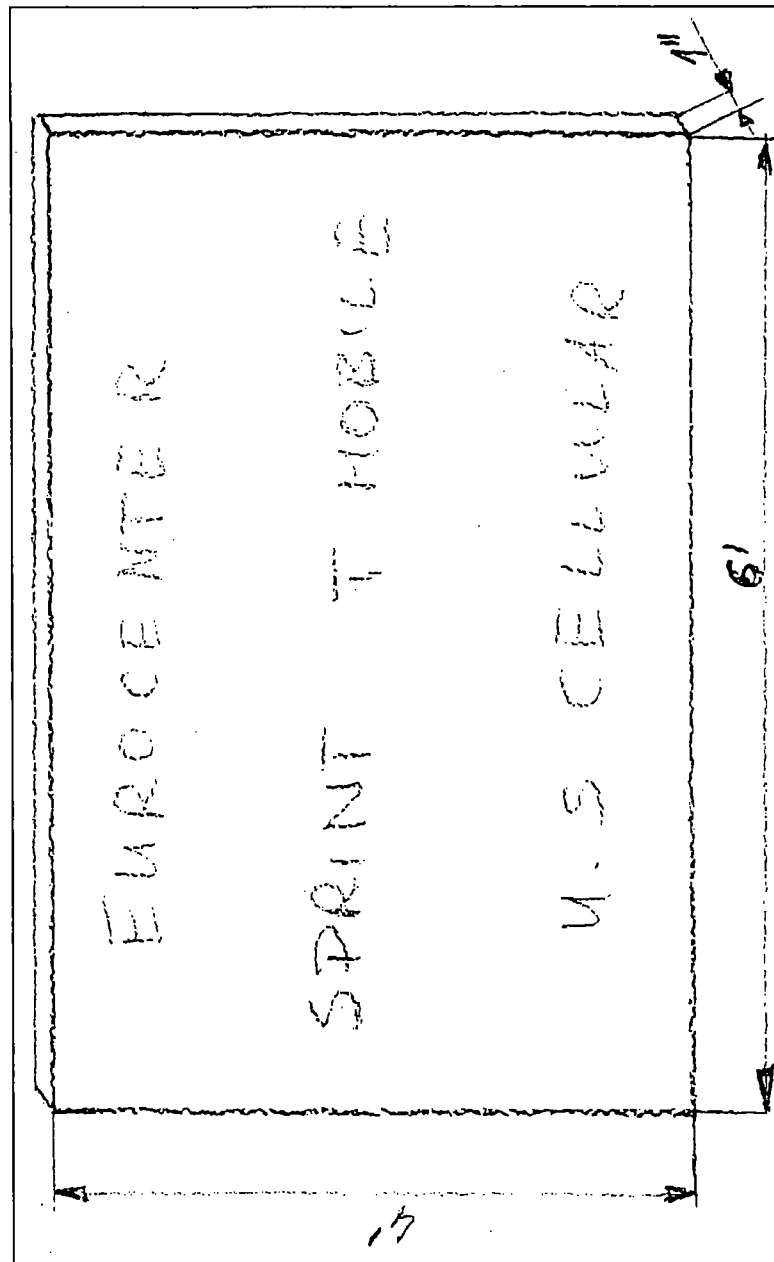
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067830 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

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 17624 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17623 of this *Journal*.



Feed.

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

SECTION 1. Permission and authority are hereby given and granted to Feed, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) windscreen on the public right-of-way adjacent to its premises known as 2803 West Chicago Avenue. Said windscreen shall be five (5) feet in length and three and five-tenths (3.5) feet in width for a total of seventeen and five-tenths (17.5) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

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.

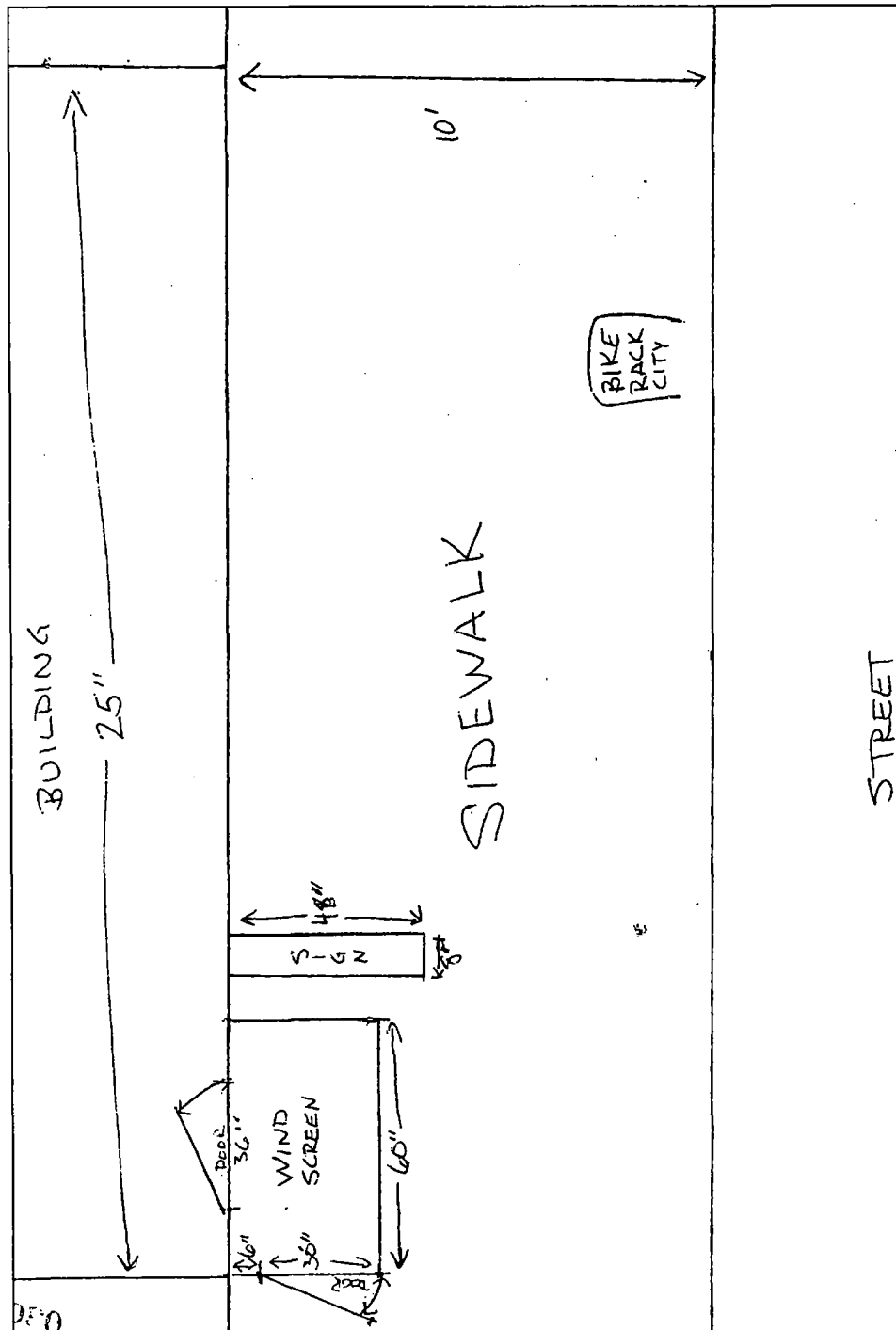
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065925 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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 17626 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17625 of this *Journal*.



Hashbrowns.

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

SECTION 1. Permission and authority are hereby given and granted to Hashbrowns, 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 attached to its premises known as 731 West Maxwell Street. Said sign structure measures as follows: along West Maxwell Street, at three (3) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made apart of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

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.

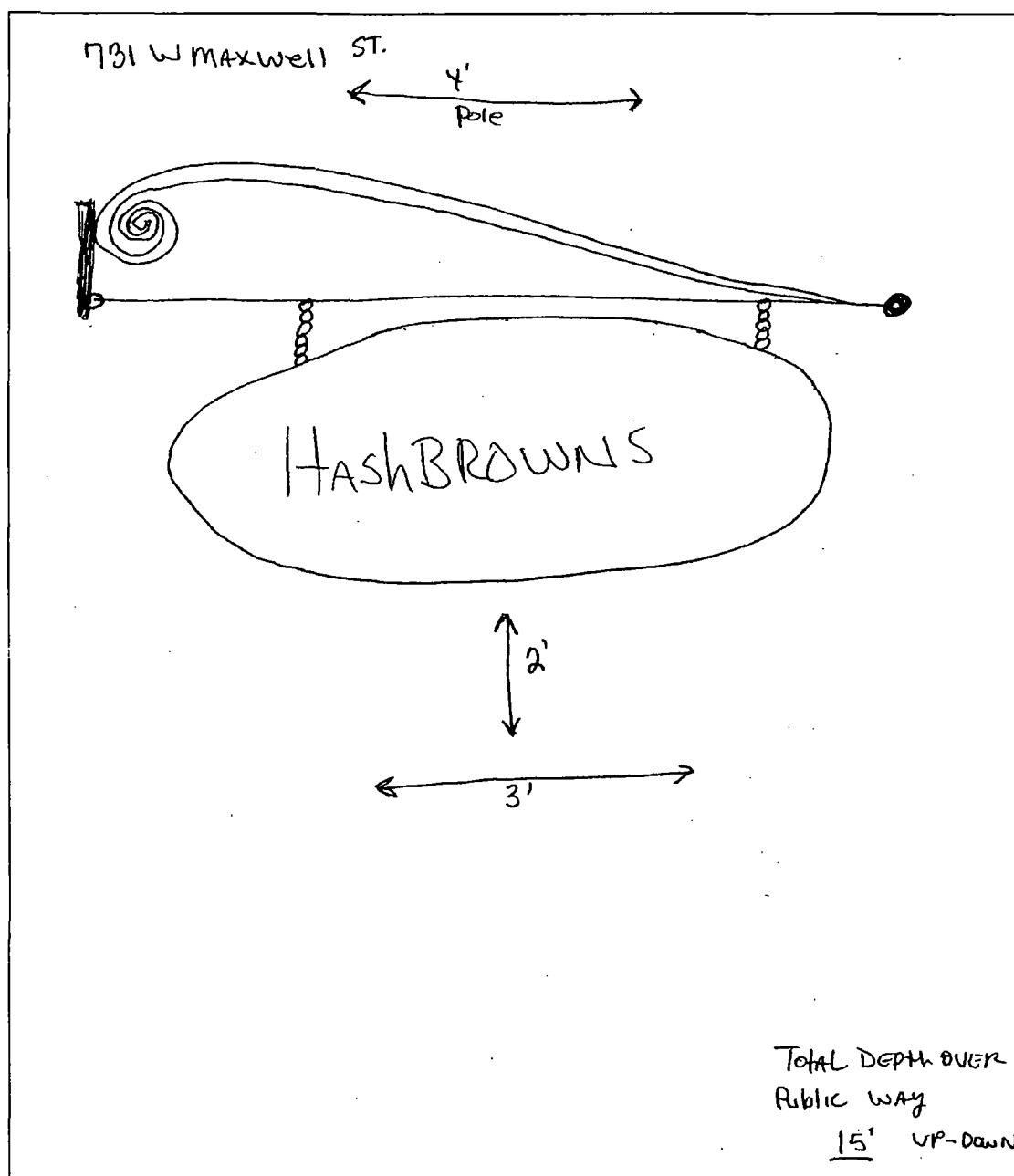
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068140 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

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 17628 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17627 of this *Journal*.



Hilton Suites Chicago/Magnificent Mile.

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Suites Chicago/Magnificent Mile, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 198 East Delaware Place. Said kiosk at the corner of East Delaware Place and North Mies Van Der Rohe Way shall be eight (8) feet in height and three (3) feet in width. 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 Chicago Department of Transportation and the Office of Emergency Management and Communications.

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 1067378 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 17630 of
this *Journal*.]

Holstein Park 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 Holstein Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) flood control under the public right-of-way adjacent to its premises known as 2241 North Oakley Avenue. Said flood control at North Oakley Avenue shall be four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Water Department.

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.

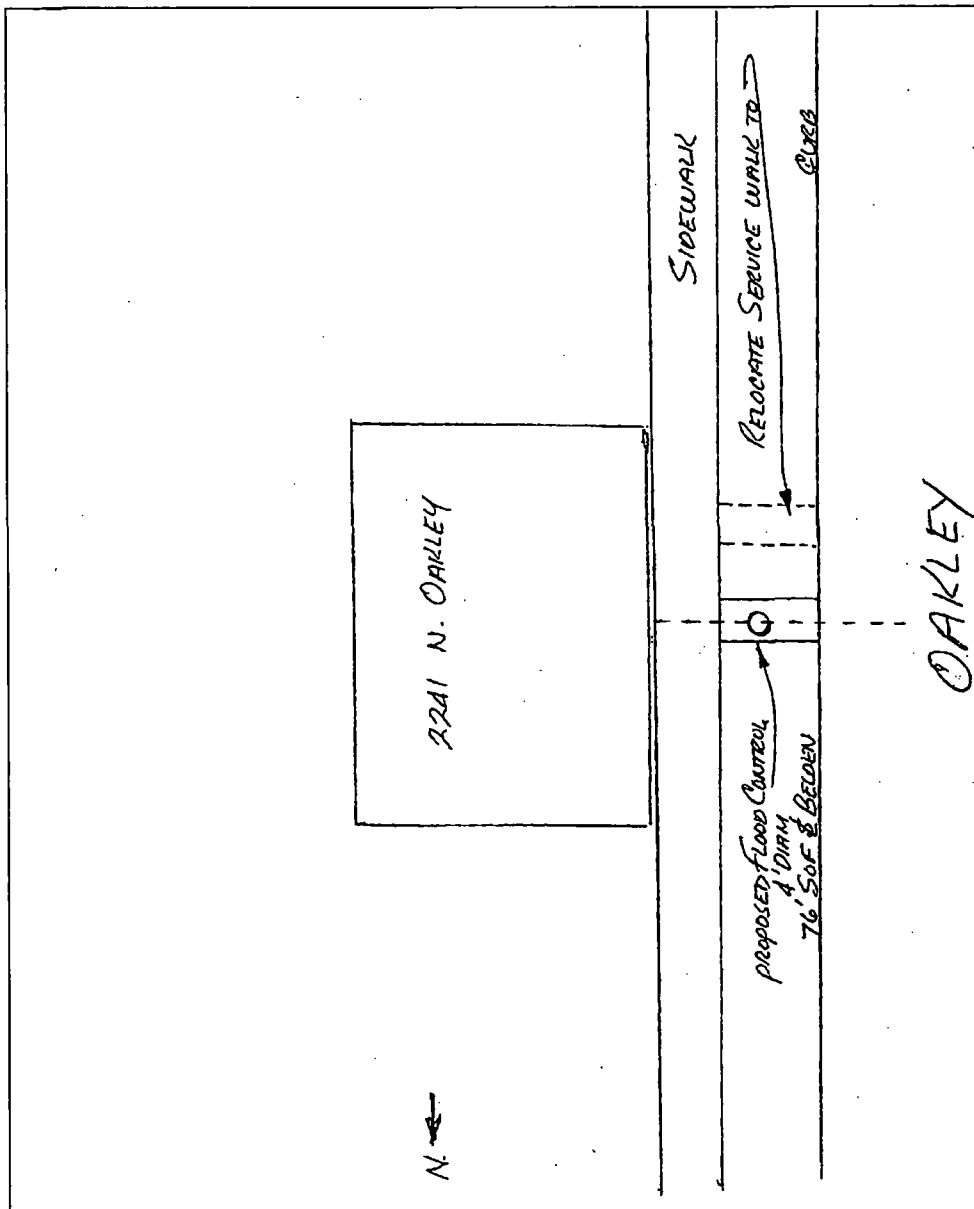
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068929 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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 October 2, 2007.

[Drawing referred to in this ordinance
printed on page 17632 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17631 of this *Journal*.



Illinois Vehicle Insurance.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Vehicle Insurance, 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 attached to its premises known as 11415 South Michigan Avenue. Said sign structure measures as follows: along South Michigan Avenue, at five (5) feet in length, eight (8) feet in height and ten (10) feet above grade level. 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 Office of Emergency Management and Communications.

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.

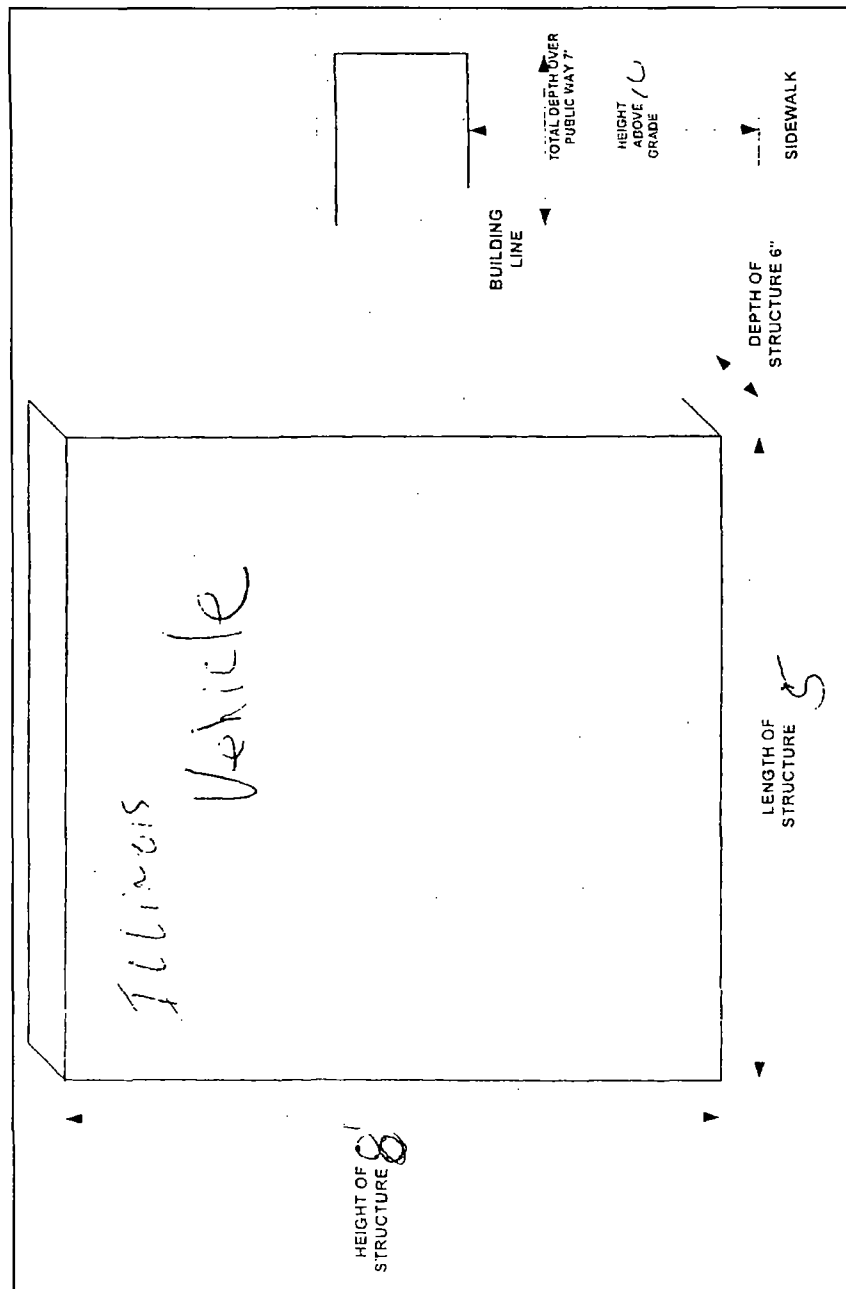
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065230 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of three (3) years from and after date of passage.

[Drawing referred to in this ordinance
printed on page 17634 of
this *Journal*.]

Ordinance associated with this drawing printed on
page 17633 of this *Journal*.



J & C Food Market Inc.

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

SECTION 1. Permission and authority are hereby given and granted to J & C Food Market Inc., 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 attached to its premises known as 3404 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at four (4) feet in length, five (5) feet in height and fourteen (14) feet above grade level. 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 Office of Emergency Management and Communications.

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.

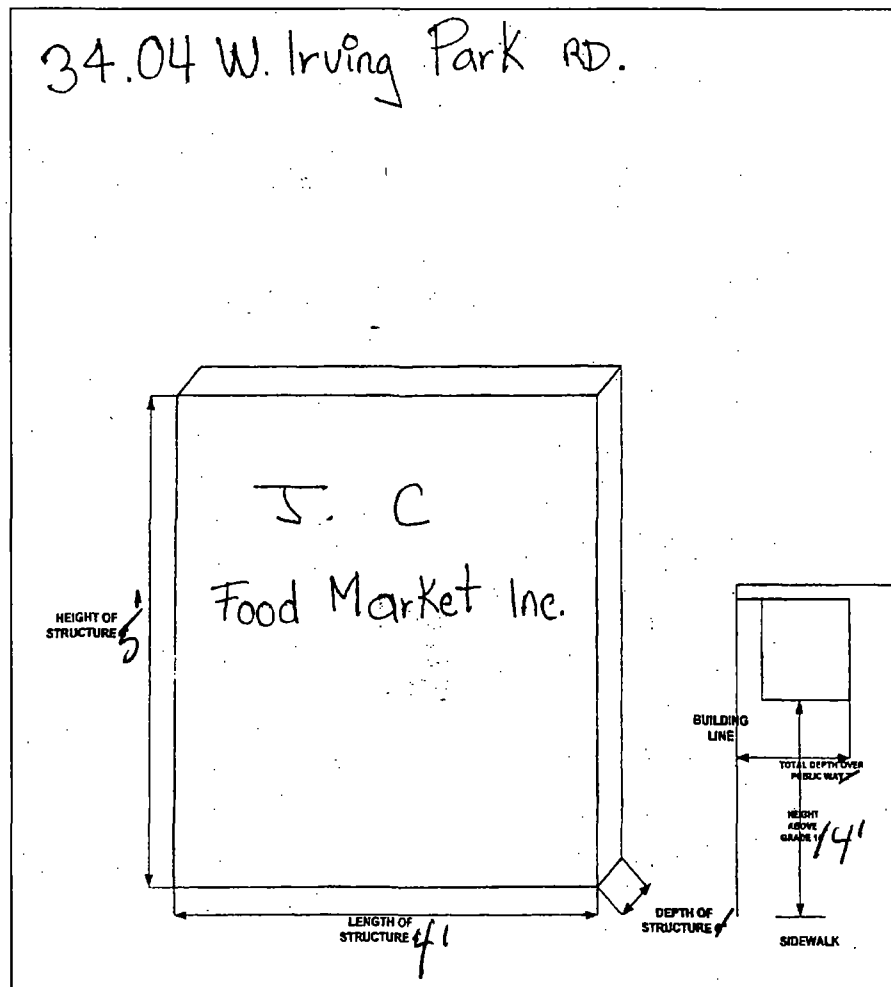
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067422 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17636 of
this *Journal*.]

Ordinance associated with this drawing printed on
page 17635 of this *Journal*.



KFR, 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 KFR, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a landscaping area on the public right-of-way for beautification purposes adjacent to its premises known as 15 West Burton Place. Said landscaping at West Burton Place shall be one hundred fifty (150) feet in length and eleven (11) feet in width for a total of one thousand six hundred fifty (1,650) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation, the Office of Emergency Management and Communications 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 1066346 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 17638 of
this *Journal*.]

Laredo Auto Parts.

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

SECTION 1. Permission and authority are hereby given and granted to Laredo Auto Parts, 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 attached to its premises known as 2991 South Archer Avenue. Said sign structure measures as follows: along South Archer Avenue, at four (4) feet in length, six (6) feet in height and fourteen (14) feet above grade level. 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 Office of Emergency Management and Communications.

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.

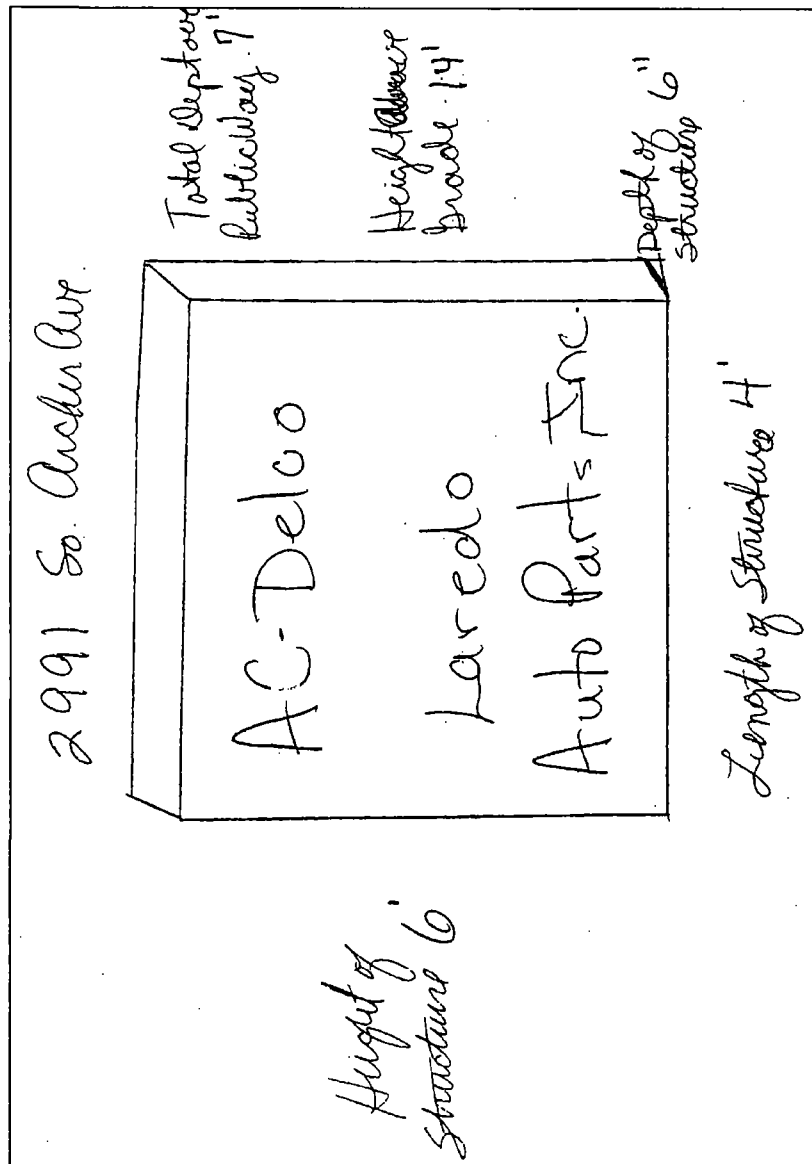
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067533 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17640 of
this *Journal*.]

Ordinance associated with this drawing printed on
page 17639 of this *Journal*.



Marigold.

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

SECTION 1. Permission and authority are hereby given and granted to Marigold, 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 attached to its premises known as 4832 North Broadway. Said sign structure measures as follows: along North Broadway, at five and five-tenths (5.5) feet in length, three and sixty-seven hundredths (3.67) feet in height and ten and thirty-three hundredths (10.33) feet above grade level. 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 Office of Emergency Management and Communications.

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.

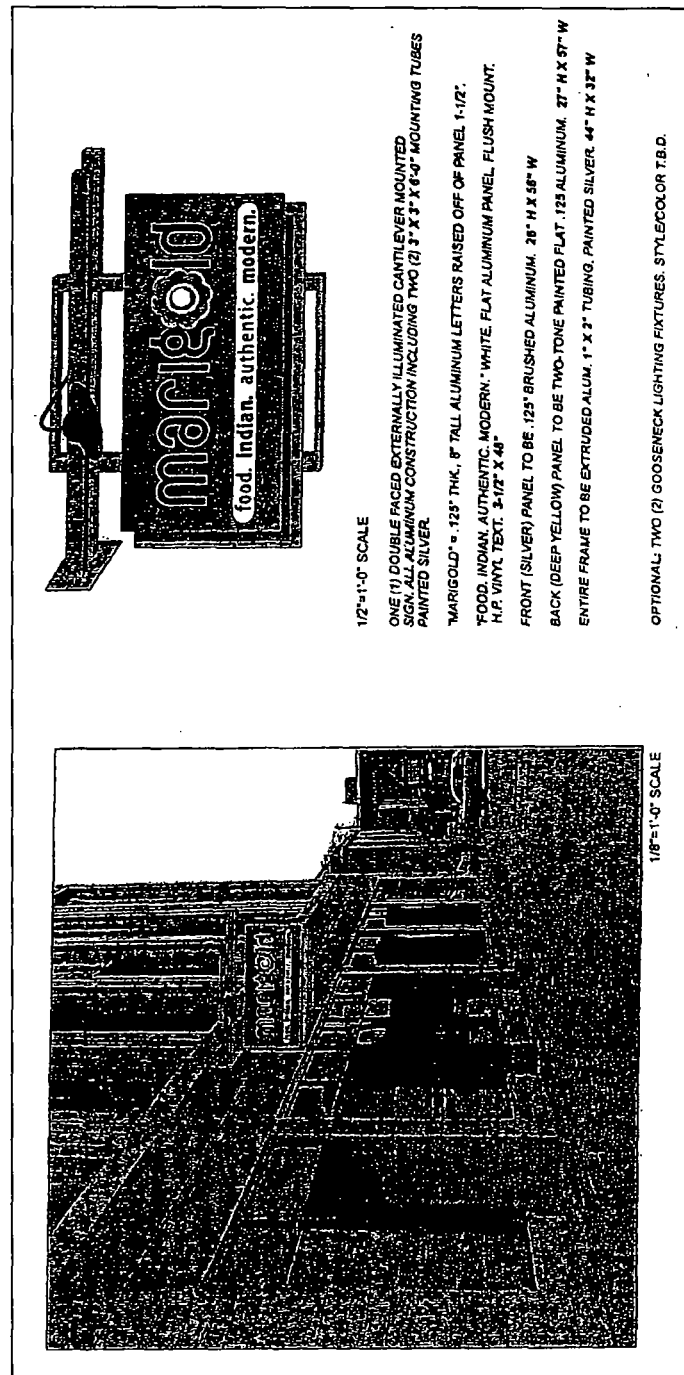
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066987 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17642 of
this *Journal*.]

Ordinance associated with this drawing printed on
page 17641 of this *Journal*.



Mayes Coin Laundromat.

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

SECTION 1. Permission and authority are hereby given and granted to Mayes Coin Laundromat, 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 attached to its premises known as 5951 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at four (4) feet in length, six (6) feet in height and fourteen (14) feet above grade level. 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 Office of Emergency Management and Communications.

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.

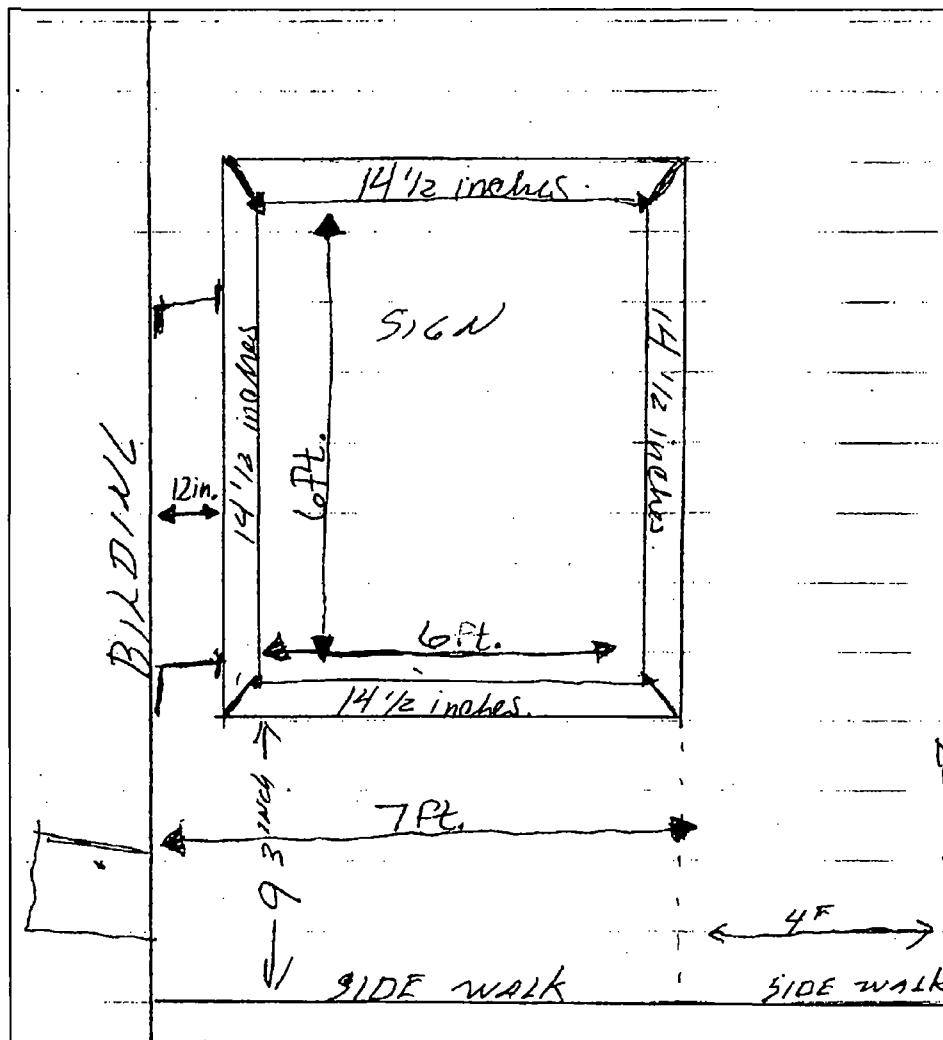
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068098 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17644 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17643 of this *Journal*.



New Way Auto Sales Inc.

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

SECTION 1. Permission and authority are hereby given and granted to New Way Auto Sales Inc., 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 attached to its premises known as 3730 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at eight (8) feet in length, four (4) feet in height and eight and eighty-three hundredths (8.83) feet above grade level. 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 Office of Emergency Management and Communications.

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.

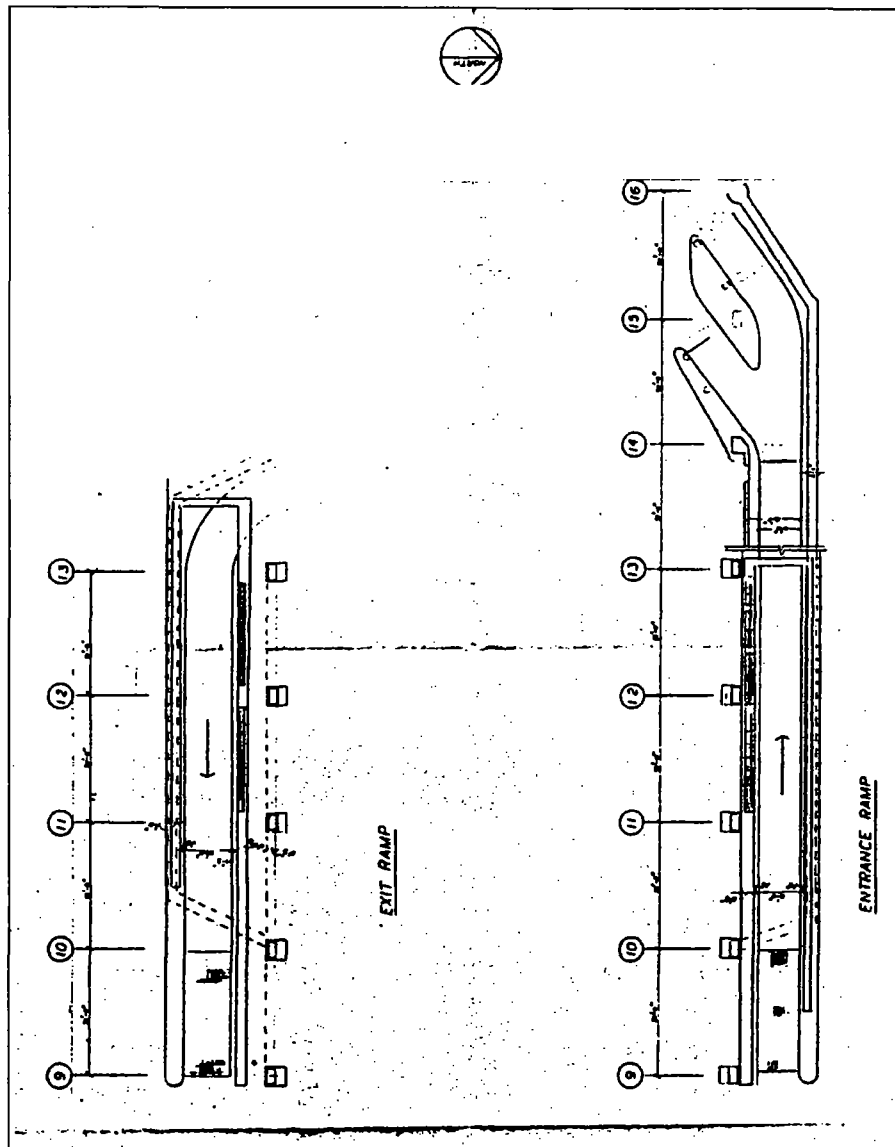
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065575 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

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 17646 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17645 of this *Journal*.



Northwestern Memorial Hospital.
(Drain Tiles)

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eight (8) drain tiles under the public right-of-way adjacent to its premises known as 221 East Huron Street. Said existing clay drain tiles shall measure as follows:

Under the public way shall be four (4) four (4) inch existing clay drain tiles.

Under and along East Huron Street, clay drain tile shall measure three hundred ninety-six (396) feet in length, four (4) inches in width and three (3) feet, six (6) inches in depth.

Under and along North Fairbanks Court, clay drain tile shall measure one hundred sixty-six (166) feet in length, four (4) inches in width and three (3) feet, six (6) inches in depth.

Under and along East Erie Street, clay drain tile shall measure three hundred thirty-two (332) feet in length, four (4) inches in width and three (3) feet, six (6) inches in depth.

Under and along North St. Clair Street, clay drain tile shall measures one hundred thirty-four (134) feet in length, four (4) inches in width and three (3) feet, six (6) inches in depth.

Under the public way shall be four (4) six (6) inches existing clay drain tiles.

Under and along East Huron Street, clay drain tile shall measure thirty-six (36) feet in length, six (6) inches in width and three (3) feet, six (6) inches in depth.

Under and along North Fairbanks Court, clay drain tile shall measure twenty-four (24) feet in length, six (6) inches in width and three (3) feet, six (6) inches in depth.

Under and along East Erie Street, existing clay drain tile shall measure thirty-six (36) feet in length, six (6) inches in width and three (3) feet, six (6) inches in depth.

Under and along North St. Clair Street, clay drain tile shall measure twenty-four (24) feet in length, six (6) inches in width and three (3) feet, six (6) inches 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 drain tile have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Water Management.

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.

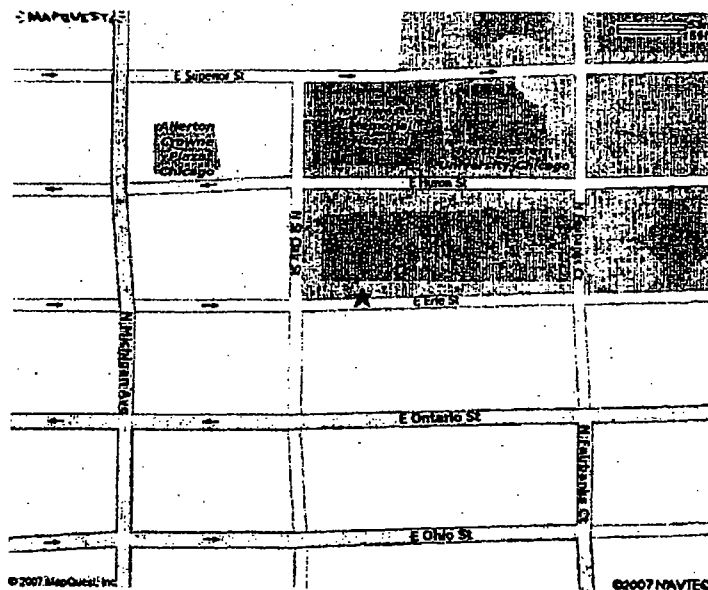
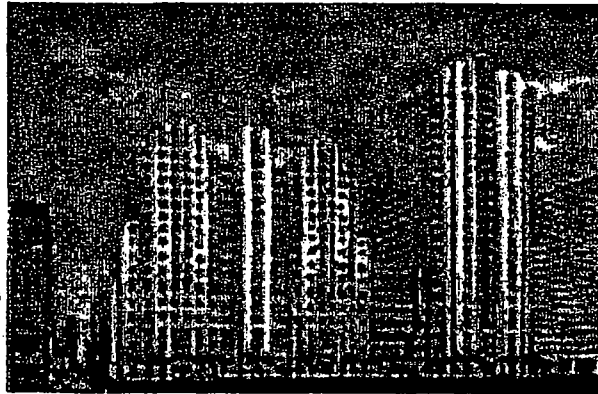
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062334 herein granted the sum of Two Thousand Four Hundred Twenty-five and no/100 Dollars (\$2,425.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 13, 2005.

[Drawing referred to in this ordinance printed
on page 17649 of this *Journal*.]

Ordinance associated with this drawing printed
on pages 17647 and 17648 of this *Journal*.



Northwestern Memorial Hospital.
(Water Pipe)

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) water pipe under the public right-of-way adjacent to its premises known as 221 East Huron Street. Said existing water pipe shall measure forty-two (42) feet in length, one (1) foot in width and three (3) feet, six (6) inches in depth under and along East Huron 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. Water pipe has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Water Management.

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.

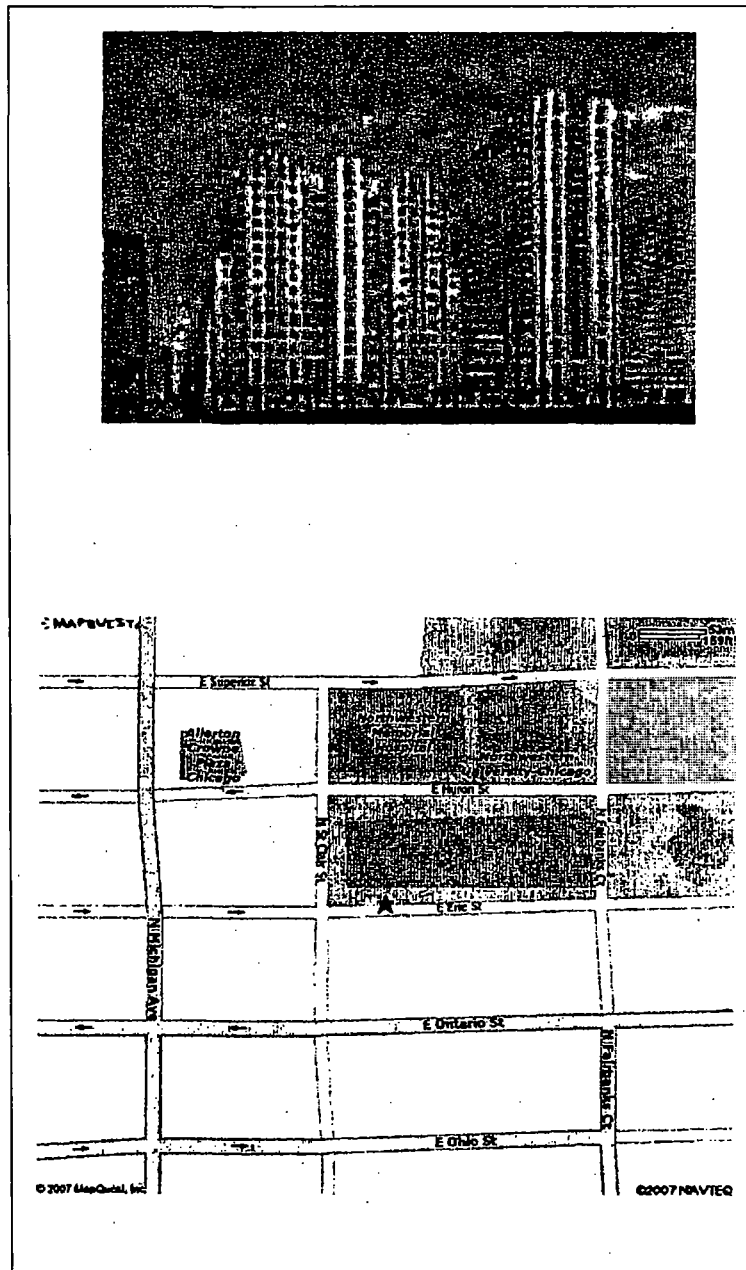
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062352 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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 July 13, 2005.

[Drawing referred to in this ordinance
printed on page 17651 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17650 of this *Journal*.



Mr. Jose Paz.

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

SECTION 1. Permission and authority are hereby given and granted to Jose Paz, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steps on the public right-of-way adjacent to its premises known as 2523 West 38th Street. Said steps at West 38th Street shall be two (2) at six and twenty-five hundredths (6.25) feet in length and one and two-tenths (1.2) foot in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation and the Office of Emergency Management and Communications.

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 1063499 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 17653 of
this *Journal*.]

Safe & Sound Mobile Electronic.

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

SECTION 1. Permission and authority are hereby given and granted to Safe & Sound Mobile Electronic, 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 attached to its premises known as 317 West 79th Street. Said sign structure measures as follows: along West 79th Street, at eight (8) feet in length, four (4) feet in height and eleven (11) feet above grade level. 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 Office of Emergency Management and Communications.

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.

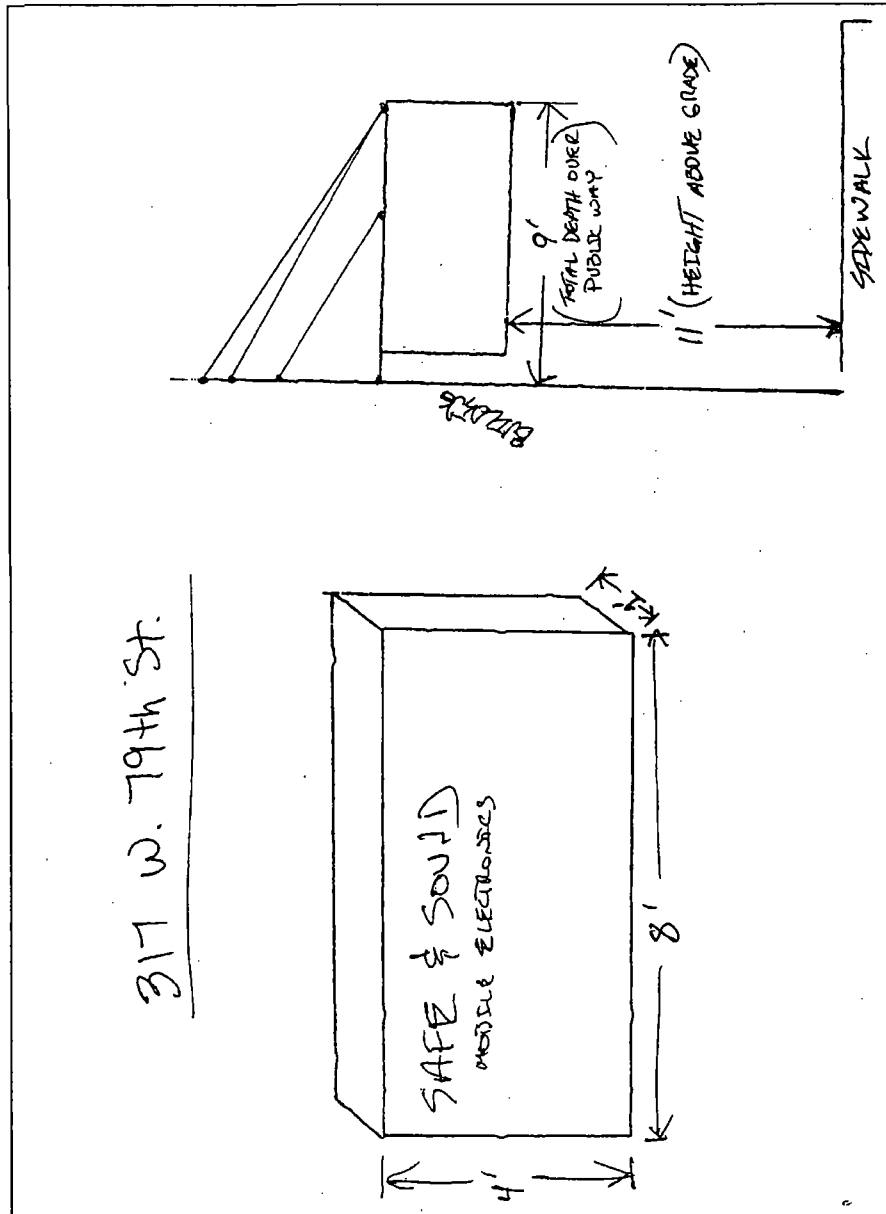
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065860 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17655 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17654 of this *Journal*.



Sistema Muffler & Brake Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Sistema Muffler & Brake Inc., 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 attached to its premises known as 3701 West Armitage Avenue. Said sign structure measures as follows: along West Armitage Avenue, at eight and seventeen-hundredths (8.17) feet in length, six and seventeen-hundredths (6.17) feet in height and twelve and eight-hundredths (12.08) feet above grade level. 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 Office of Emergency Management and Communications.

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.

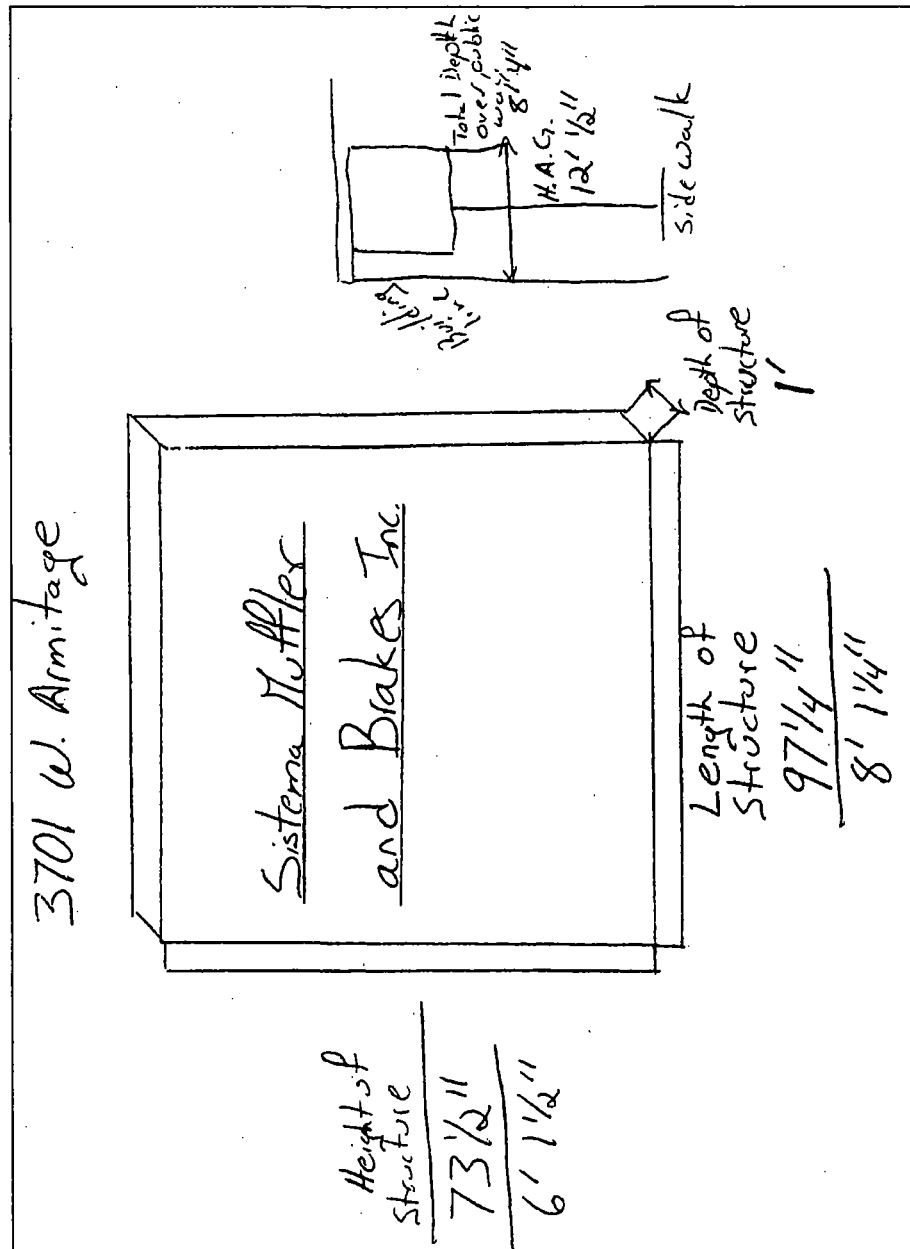
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063746 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17657 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17656 of this *Journal*.



Sportman's Inn Motel.

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

SECTION 1. Permission and authority are hereby given and granted to Sportman's Inn Motel, 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 attached to its premises known as 4501 South Cicero Avenue. Said sign structure measures as follows: along South Cicero Avenue, at fourteen (14) feet in length, seven (7) feet in height and seventeen (17) feet above grade level. 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 Office of Emergency Management and Communications.

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.

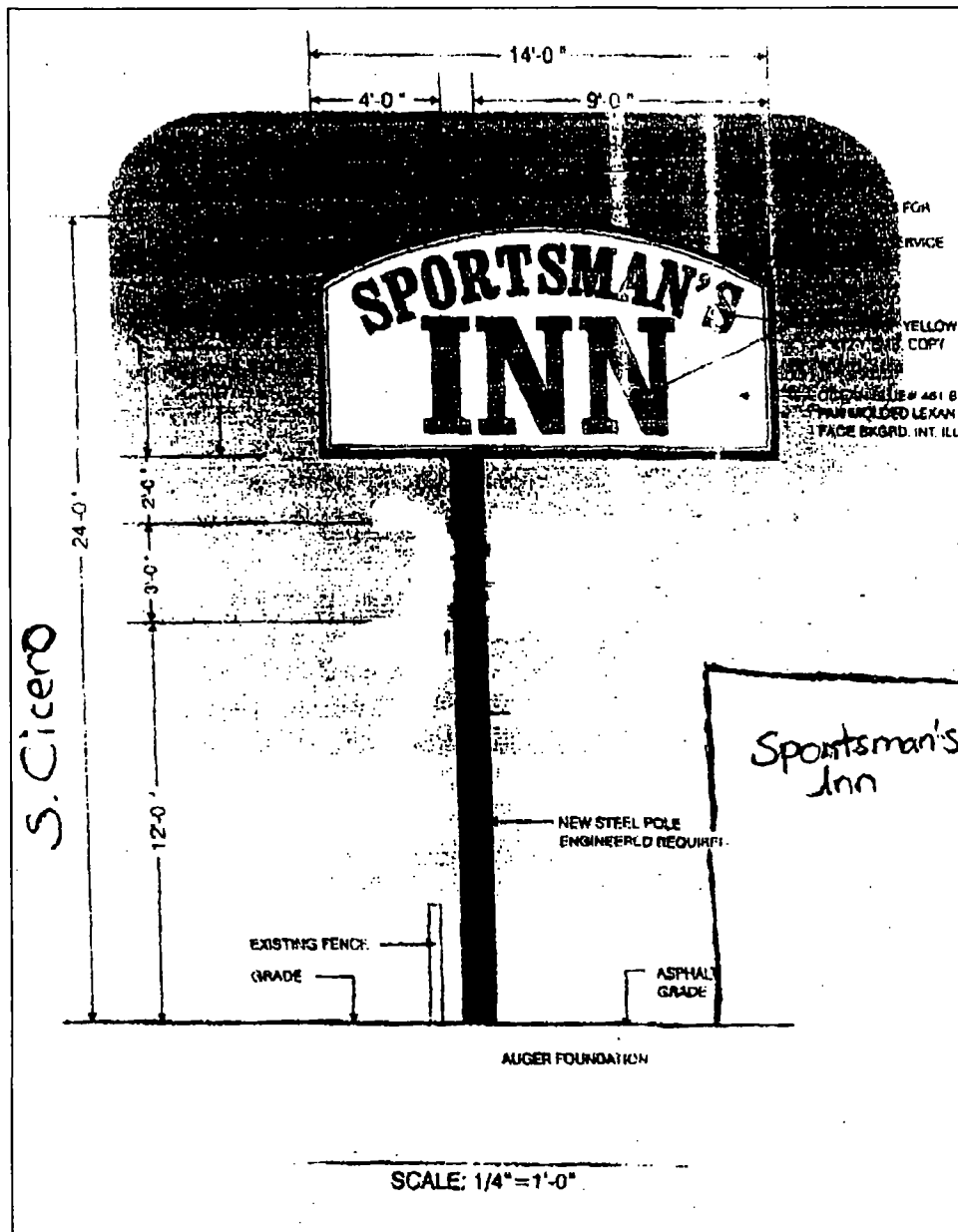
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066711 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17659 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17658 of this *Journal*.



Stanley'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 Stanley's Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) concrete brick pavers on the public right-of-way adjacent to its premises known as 1970 North Lincoln Avenue. Said concrete brick pavers at North Lincoln Avenue shall be three (3) at fifteen (15) feet in length and five and two-tenths (5.2) feet in width for a total of two hundred thirty-four (234) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation, the Office of Emergency and Communications 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.

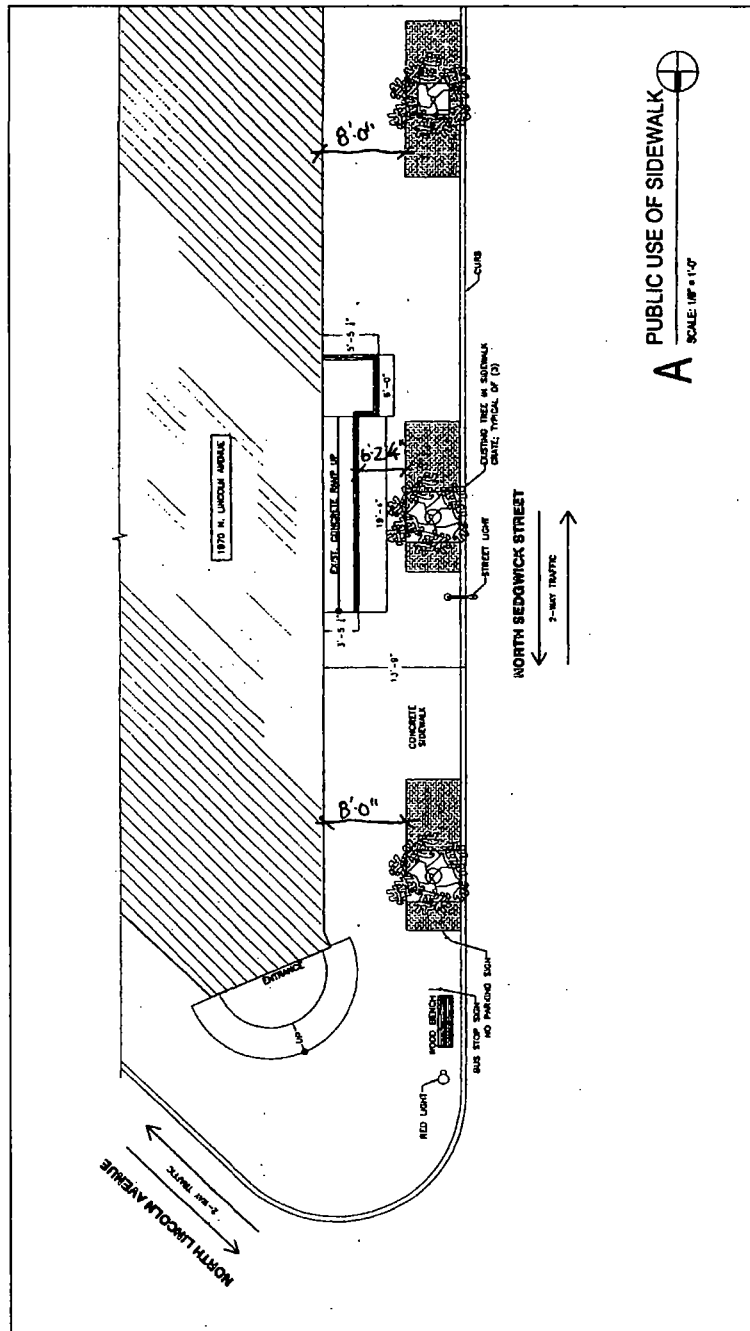
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1051341 herein granted the sum of one thousand two hundred sixty and no/100 Dollars (\$1,260.00) per annum, in advance.

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 17661 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17660 of this *Journal*.



Toney's Hardware.

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

SECTION 1. Permission and authority are hereby given and granted to Toney's Hardware, 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 attached to its premises known as 5256 West Division Street. Said sign structure measures as follows: along West Division Street, at eight (8) feet in length, four (4) feet in height and thirteen and thirty-three hundredths (13.33) feet above grade level. 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 Office of Emergency Management and Communications.

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.

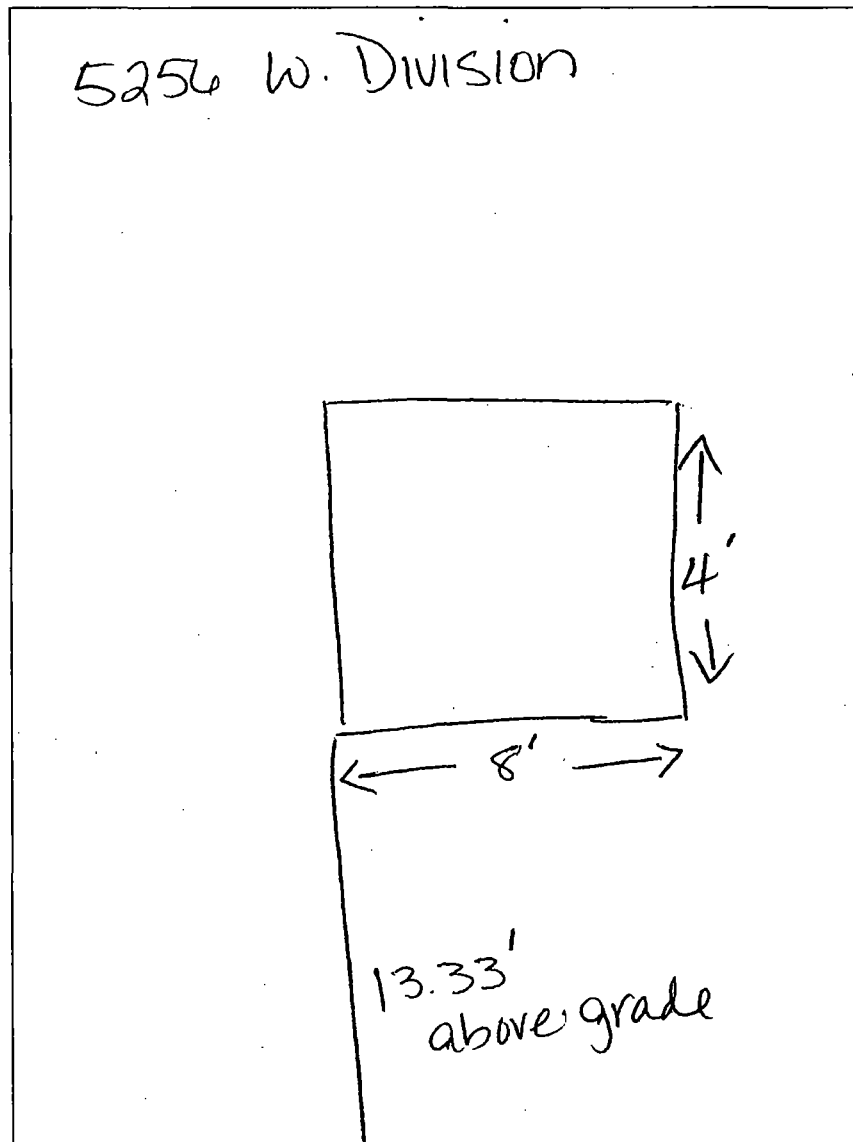
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063617 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17663 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17662 of this *Journal*.



Toyota On Western, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Toyota On Western, Inc., 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 attached to its premises known as 6941 South Western Avenue. Said sign structure measures as follows: along South Western Avenue, at four (4) feet in length, two (2) feet in height and twelve and seventy-five hundredths (12.75) feet above grade level. 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 Office of Emergency Management and Communications.

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.

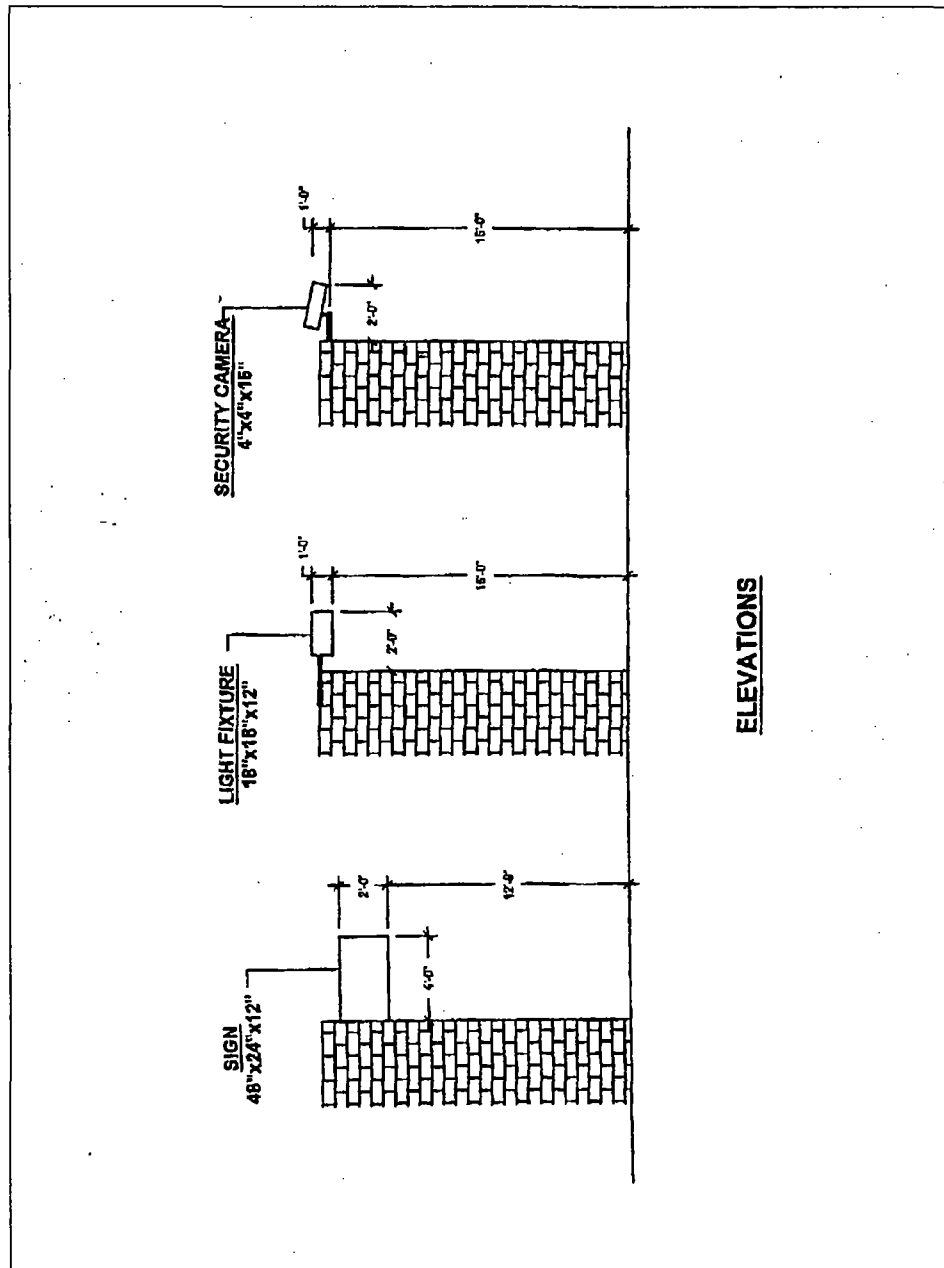
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067140 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17665 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17664 of this *Journal*.



Tropi Cuba.

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

SECTION 1. Permission and authority are hereby given and granted to Tropi Cuba, 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 attached to its premises known as 3000 West Lyndale Street. Said sign structure measures as follows: along North Sacramento Avenue, at four (4) feet in length, four (4) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office Emergency Management and Communications.

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.

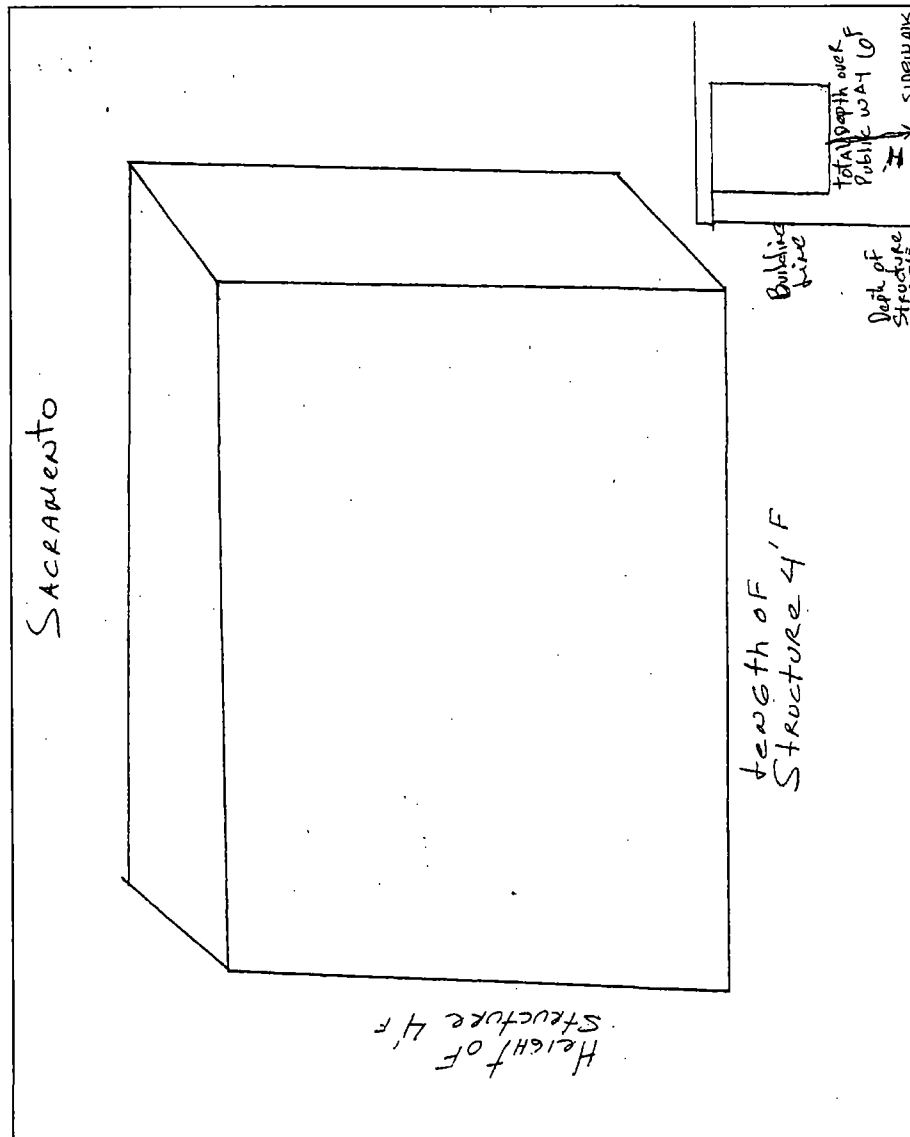
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065478 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17667 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17666 of this *Journal*.



The UPS Store Number 1568.

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

SECTION 1. Permission and authority are hereby given and granted to The UPS Store Number 1568, 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 attached to its premises known as 1507 East 53rd Street. Said sign structure measures as follows: along East 53rd Street, at eleven and twenty-five hundredths (11.25) feet in length, two and seventeen-hundredths (2.17) feet in height and eleven (11) feet above grade level. 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 Office of Emergency Management and Communications.

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.

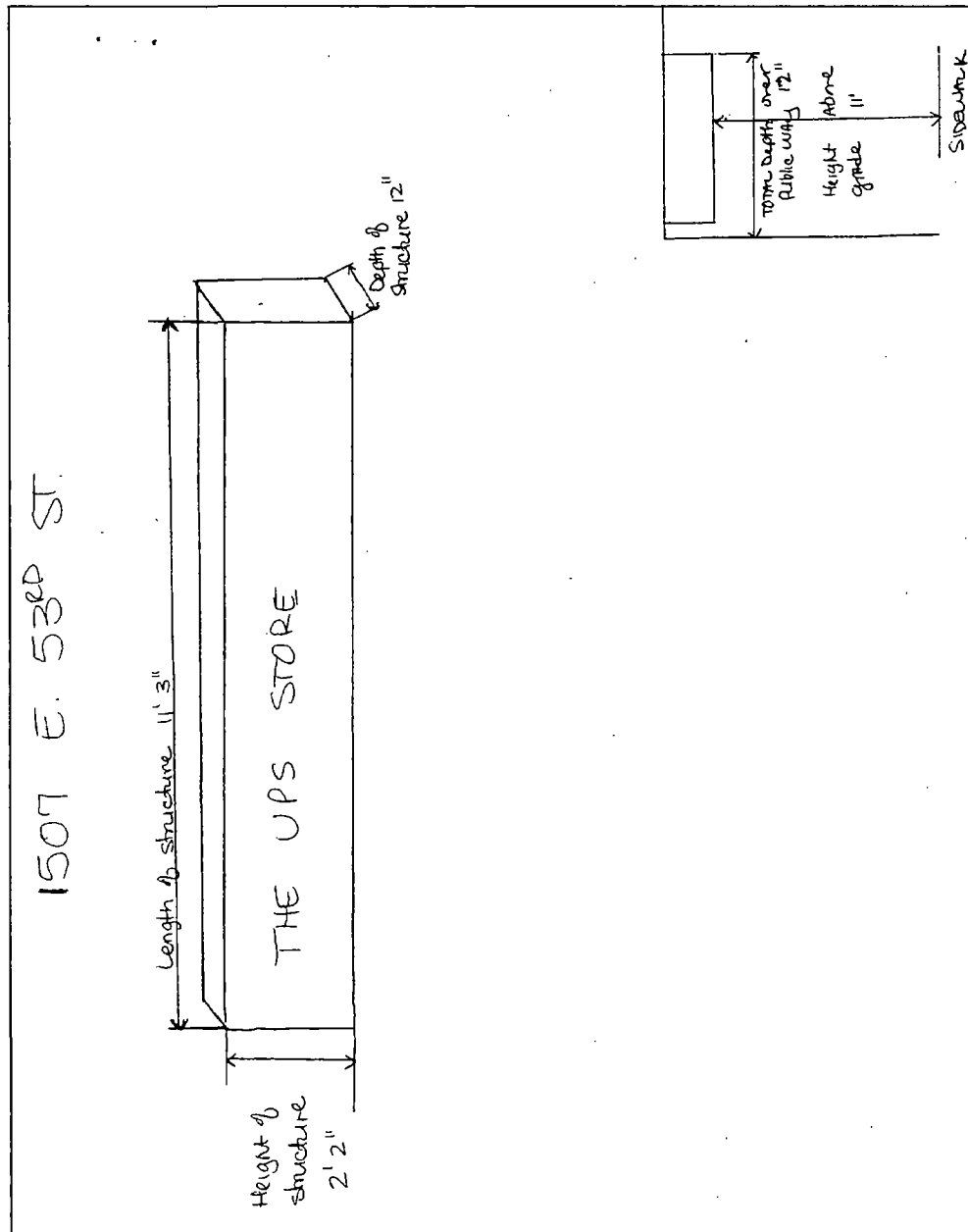
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067429 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17669 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17668 of this *Journal*.



Value Auto Mart Inc.
(Banners)

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

SECTION 1. Permission and authority are hereby given and granted to Value Auto Mart Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, nine (9) banners on the public right-of-way adjacent to its premises known as 2737 North Cicero Avenue. Said banners at North Cicero Avenue shall be nine (9) at two and five-tenths (2.5) feet in length and six (6) feet in width for a total of one hundred thirty-five (135) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation and the Office of Emergency Management and Communications.

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.

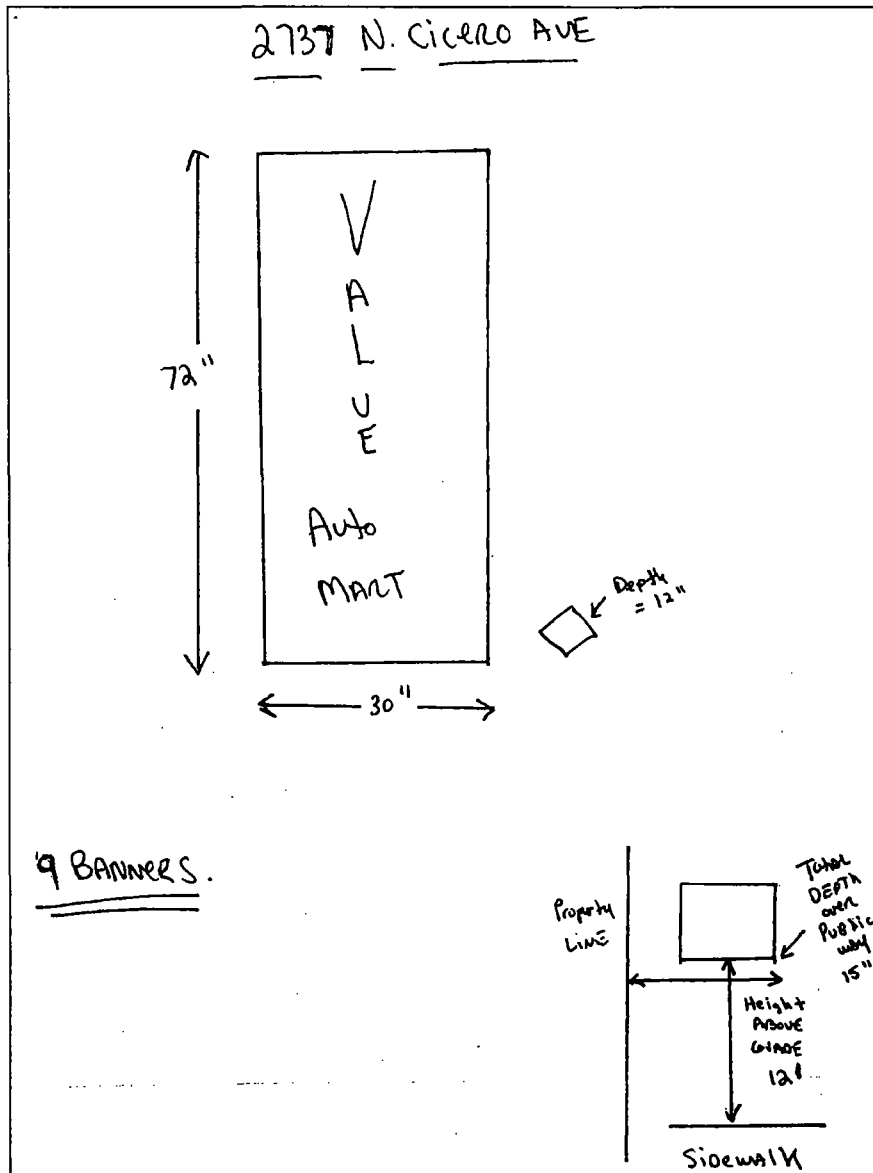
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063512 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

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 17671 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17670 of this *Journal*.



Value Auto Mart Inc.
(Sign)

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

SECTION 1. Permission and authority are hereby given and granted to Value Auto Mart Inc., 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 attached to its premises known as 2734 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, at twelve and eight-hundredths (12.08) feet in length, three and eight-three hundredths (3.83) feet in height and twenty-one and ninety-two hundredths (21.92) feet above grade level. 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 Office of Emergency Management and Communications.

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.

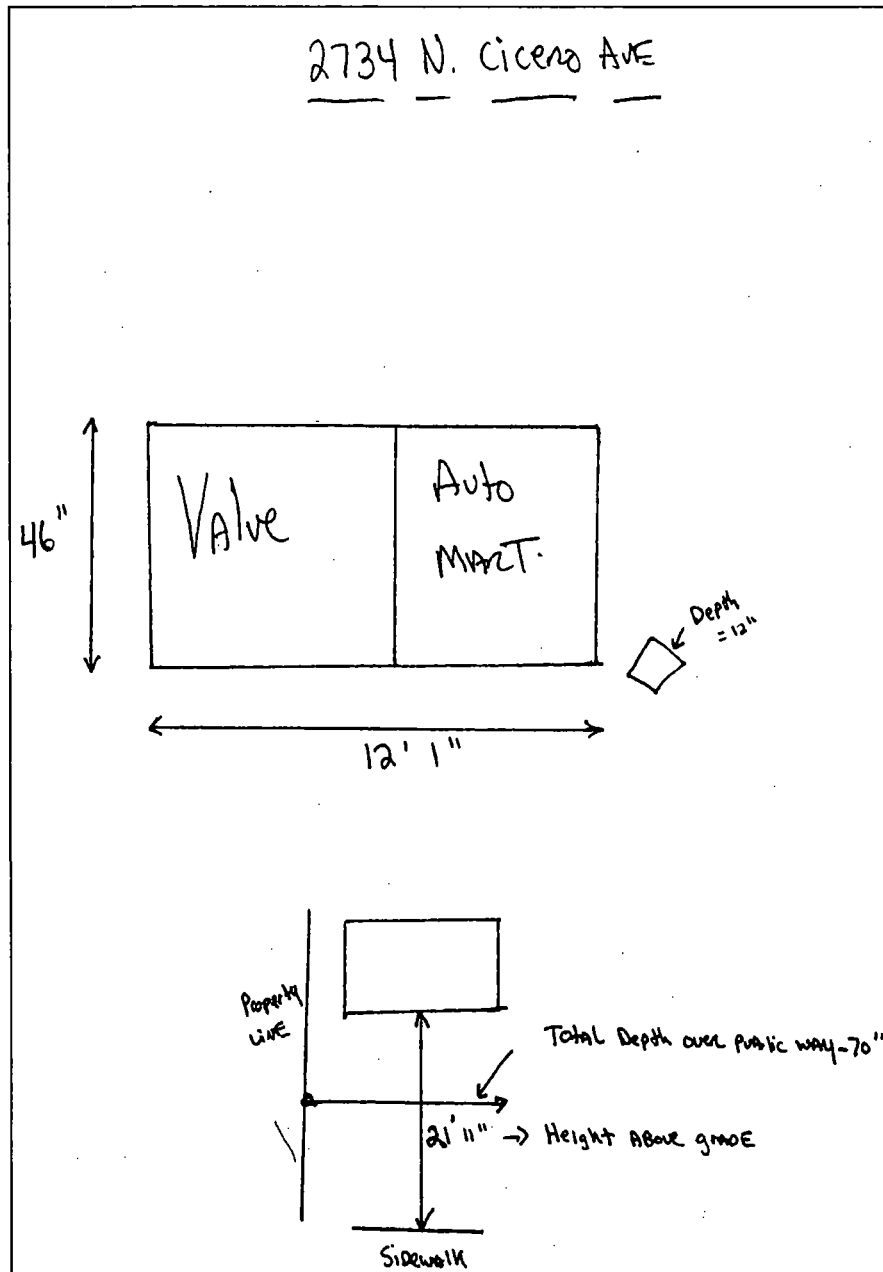
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063515 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

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 17673 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17672 of this *Journal*.



Walton On The Park, L.L.C.
(Caissons Bells)

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

SECTION 1. Permission and authority are hereby given and granted to Walton On The Park, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eight (8) caissons bells under the public right-of-way adjacent to its premises known as 2 West Delaware Place. Said caisson bells shall be described as follows: under and along West Delaware Place shall be eight (8) caisson bells below grade level to structurally support foundation of new building. Four (4) caisson bells shall each measure eight (8) feet in diameter and four (4) caisson bells shall each measure six (6) feet in diameter. Caisson bells shall be installed approximately seventy-six (76) feet below grade level. 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. Caisson bells shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, 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.

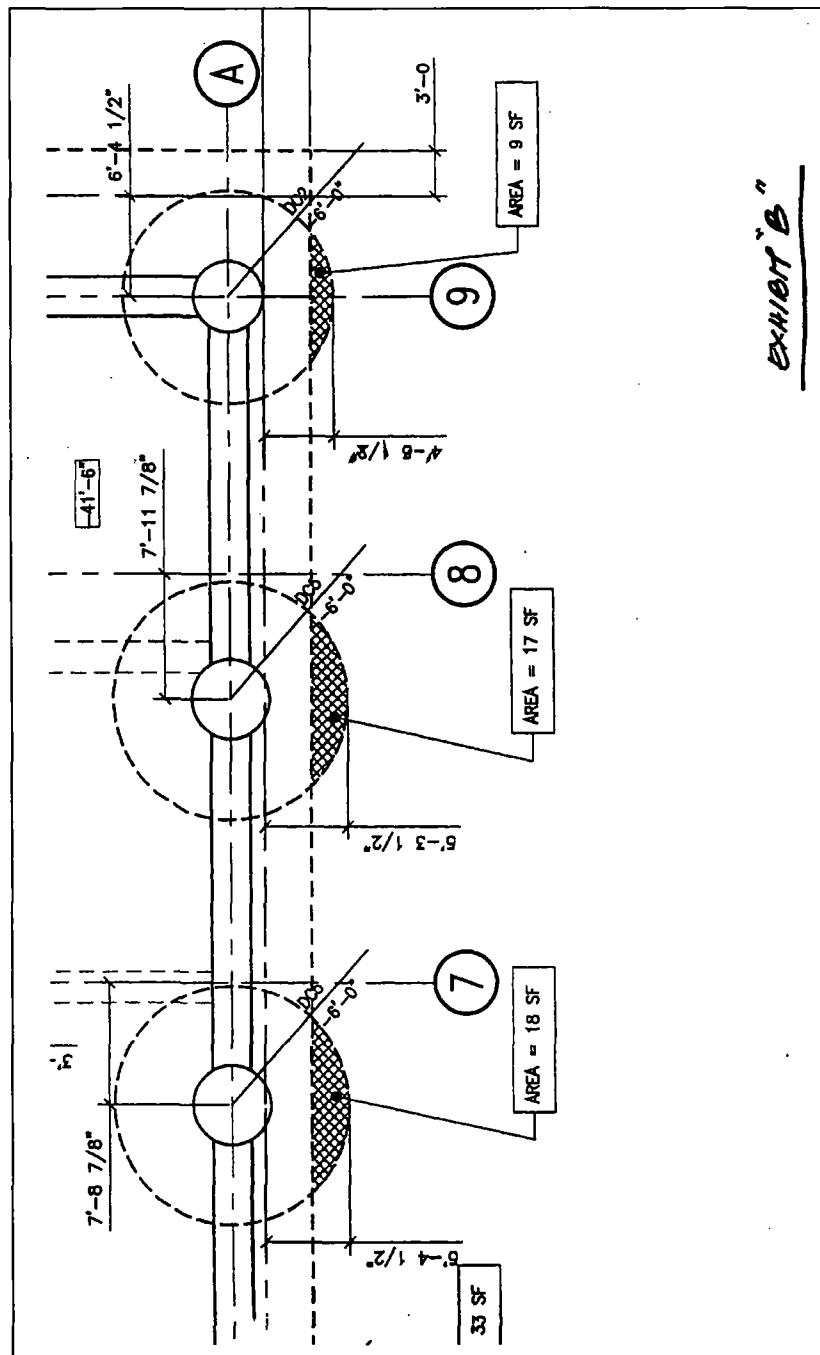
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061887 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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 17675 of
this Journal.]

Ordinance associated with this drawing printed
on page 17674 of this *Journal*.



Walton On The Park, L.L.C.
(Sheeting)

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

SECTION 1. Permission and authority are hereby given and granted to Walton On The Park, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sheeting under the public right-of-way adjacent to its premises known as 2 West Delaware Place. Sheeting shall be described as follows:

under and along the corner of North State Street and West Delaware Place, sheeting shall measure approximately twelve (12) feet , ten (10) inches in length, one (1) foot, two (2) inches in width and forty-three (43) feet in depth.

under and along West Delaware Place, sheeting shall measure approximately twelve (12) feet, ten (10) inches in length, one (1) foot, two (2) inches in width and forty-three (43) feet in depth.

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 Office of Emergency Management and Communications, the Office of Underground Coordination 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.

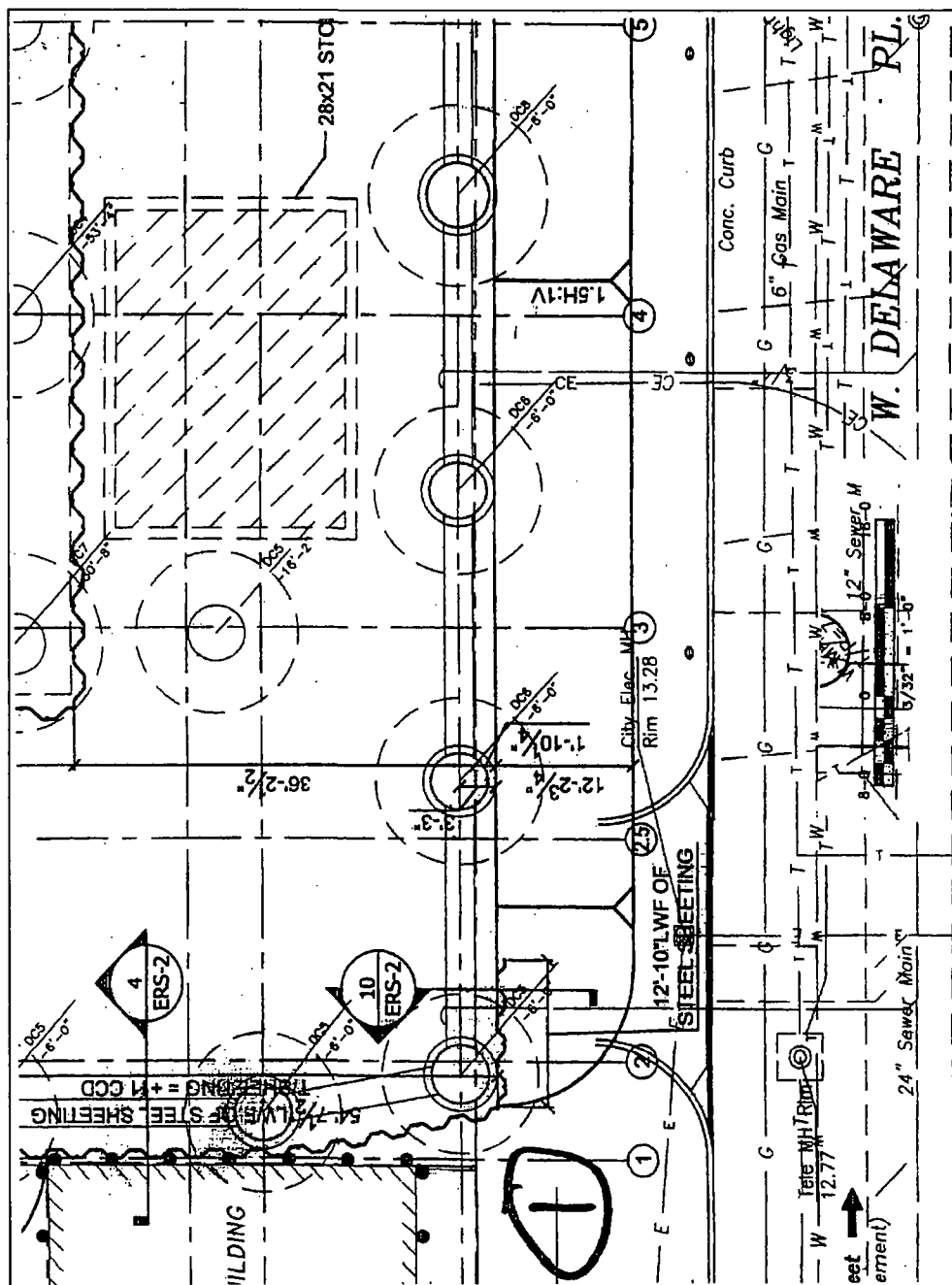
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1068530 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

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.

[Drawings referred to in this ordinance printed
on pages 17677 and 17678 of this *Journal*.]

Ordinance associated with this drawing printed
on page 17676 of this *Journal*.



Water Tower 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 Water Tower L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) ramps under the sidewalk area in East Chestnut Street and East Pearson Street to be used for ingress and egress in connection with parking facilities in the lower level of the premises known as 835 North Michigan Avenue. The ingress ramp to be located on the southerly side of East Chestnut Street will begin at a point approximately sixty (60) feet from the southeast corner of North Michigan Avenue and East Chestnut Street and shall be approximately seventeen and three-tenths (17.3) feet in width and approximately one hundred twenty-eight and nine-tenths (128.9) feet in length. The egress ramp on the northerly side of East Pearson Street will begin approximately one hundred twenty-two (122) feet from the northeast corner of North Michigan Avenue and East Pearson Street and shall be approximately eighteen (18) feet in width and approximately one hundred forty-four and eight-tenths (144.8) feet in length. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Chicago Department of Transportation and the Office of Emergency Management and Communications.

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.

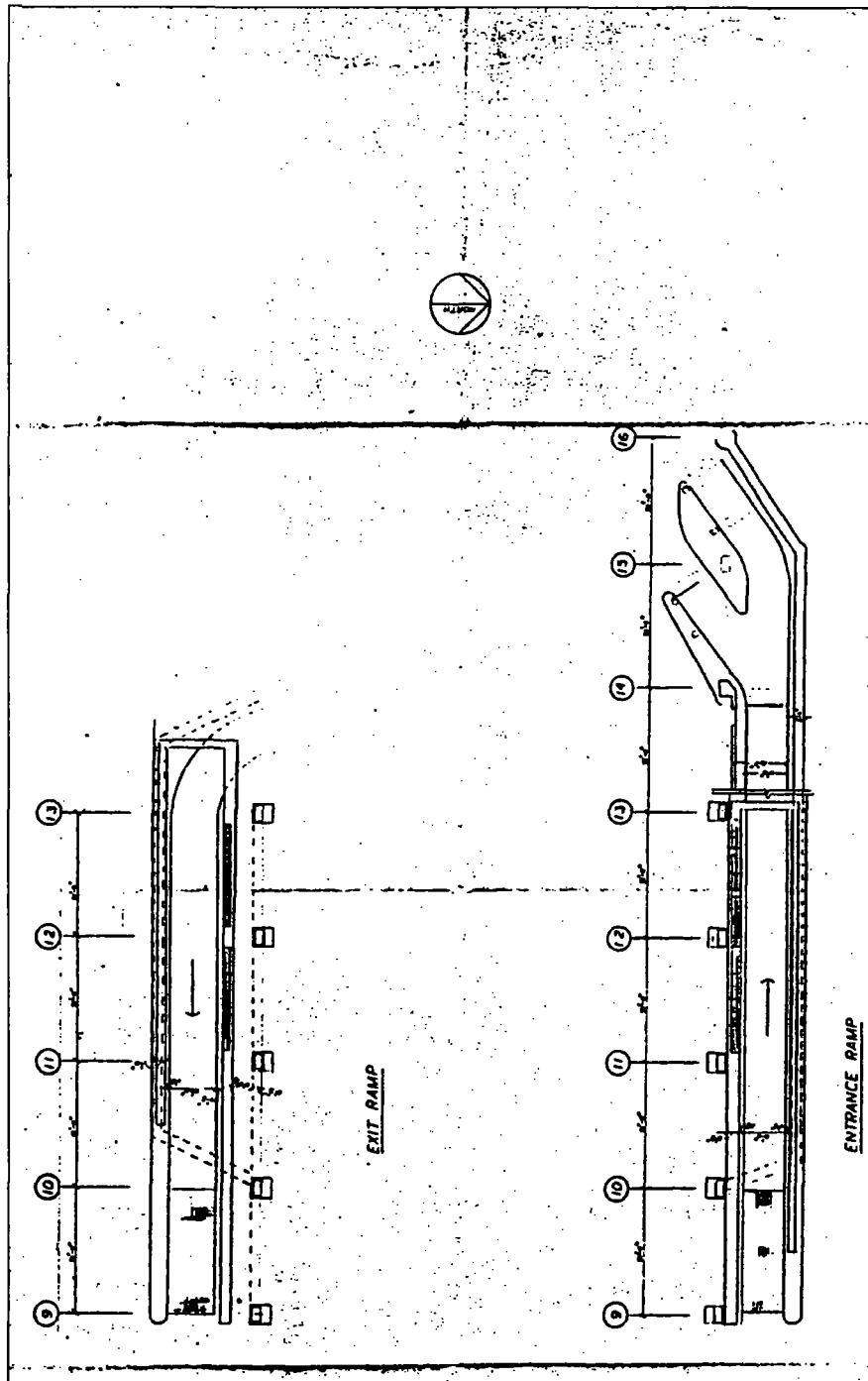
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065313 herein granted the sum of Thirty-two Thousand Four Hundred Twenty-two and no/100 Dollars (\$32,422.00) per annum, in advance.

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 1, 2007.

[Drawing referred to in this ordinance
printed on page 17680 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17679 of this *Journal*.



119th Michigan Currency Exchange.

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

SECTION 1. Permission and authority are hereby given and granted to 119th Michigan Currency Exchange, 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 attached to its premises known as 11915 South Michigan Avenue. Said sign structure measures as follows: along South Michigan Avenue, at eight (8) feet in length, ten (10) feet in height and ten (10) feet above grade level. 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 Office of Emergency Management and Communications.

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.

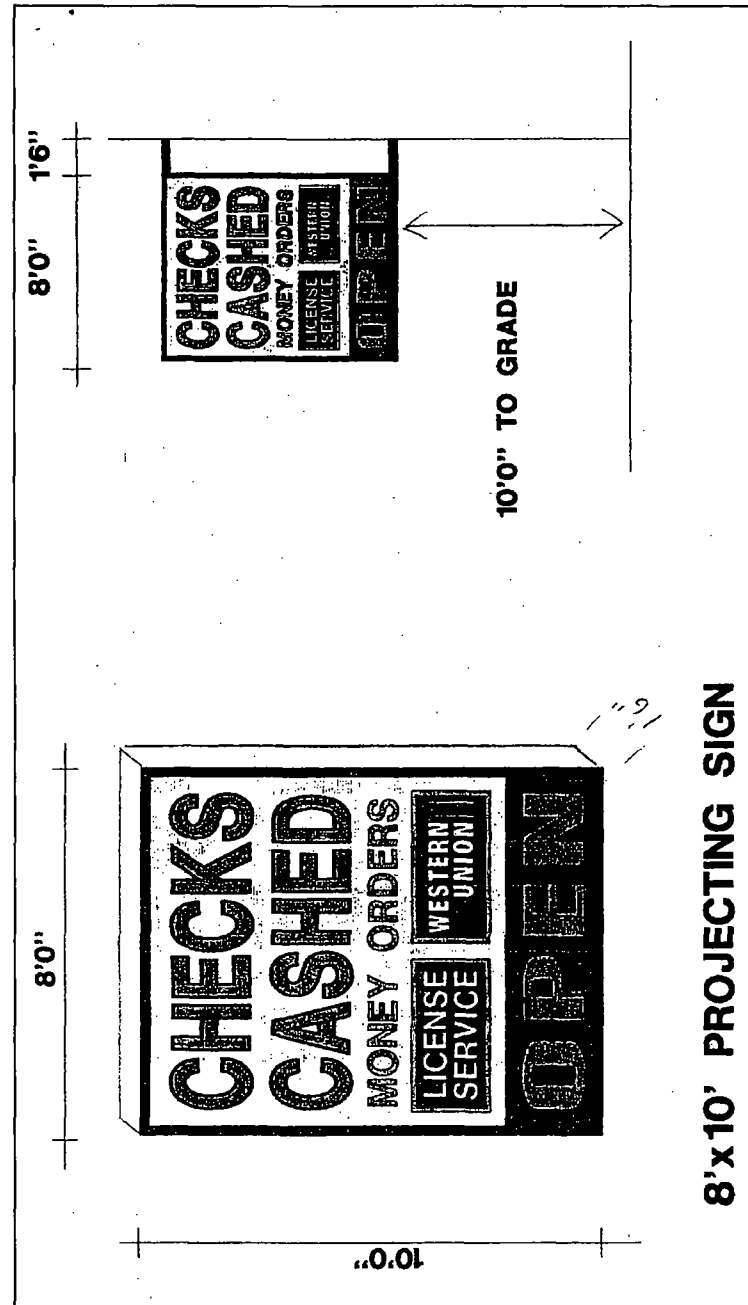
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065740 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of three (3) years from and after date of passage.

[Drawing referred to in this ordinance
printed on page 17682 of
this *Journal*.]

Ordinance associated with this drawing printed
on page 17681 of this *Journal*.



AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO M OAK RUSH, L.L.C. TO CONSTRUCT,
INSTALL, MAINTAIN AND USE CAISSONS
ADJACENT TO 1 EAST OAK STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for M Oak Rush, L.L.C. on September 27, 2007 and printed upon page 9916 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language concerning number of caissons and their measurements. This ordinance was referred to the Committee on November 13, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for M Oak Rush, L.L.C. on September 27, 2007, and printed upon page 9916 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "four (4) caissons shall be seven (7) feet in length and two (2) feet in length" and inserting in their place the words: "three (3) caissons shall be seven (7) feet in length and two (2) feet in width. One (1) caisson shall be seven and eight-tenths (7.8) feet in length and three (3) feet in width".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO
VARIOUS APPLICANTS FOR INSTALLATION,
MAINTENANCE AND USE OF CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

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 installation, maintenance and use of canopies. These orders were referred to the Committee on November 13, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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):

Alliance Bakery: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Alliance Bakery ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1736 West Division Street for a period of five (5) 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 seventeen (17) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062672 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.

Annie's Furniture: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Annie's Furniture ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2430 West 47th Street for a period of five (5) 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 and five-tenths (15.5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063489 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.

Barker's Mortuary: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Barker's Mortuary ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 9900 South Throop Street for a period of five (5) years from and after May 3, 2007 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063090 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.

Belmont Tower Apartments: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Belmont Tower Apartments ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 510 West Belmont Avenue for a period of five (5) 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 eighteen (18) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062968 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.

Betty's Blue Star Lounge: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Betty's Blue Star Lounge ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 1600 West Grand Avenue for a period of five (5) 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 seventeen and seventeen-hundredths (17.17) feet in length and two (2) feet in width, one (1) at eleven and seventeen-hundredths (11.17) feet in length and two (2) feet in width, one (1) at fourteen (14) feet in length and two (2) feet in width, one (1) at twenty and seventy-five hundredths (20.75) feet in length and two (2) feet in width and one (1) at thirty-one and thirty-three hundredths (31.33) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063535 the sum of Two Hundred Fifty-six and 33/100 Dollars (\$256.33) 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.

Camco: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Camco ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 121 West Chestnut Street for a period of five (5) years from and after May 2, 2007 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 fifty-one (51) feet in length and seven (7) feet in width, one (1) at twenty-two (22) feet in length and seven (7) feet in width and one (1) at twenty-five (25) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1064967 the sum of One Hundred Seventy-six and no/100 Dollars (\$176.00) 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.

Chicago Commons Adult Health Center: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Chicago Commons Adult Health Center ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1258 West 51st Street for a period of five (5) years from and after February 16, 2007 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 and twenty-five hundredths (8.25) feet in length and ten and five-tenths (10.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062995 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.

Climate Home: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Climate Home ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1702 North Damen Avenue for a period of five (5) 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 and five-tenths (15.5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062983 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.

El Vitor Naco Tacos: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to El Vitor Naco Tacos ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2648 South Central Park Avenue for a period of five (5) 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 (20) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063409 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.

Fine Food & Liquor Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fine Food & Liquor Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3642 North Ashland Avenue for a period of five (5) years from and after March 2, 2007 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 two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063164 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.

The Franklin Tap: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Franklin Tap ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 325 South Franklin Street for a period of five (5) 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 thirteen (13) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1065861 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.

Fruteria Saucedo Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Fruteria Saucedo Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2814 West 25th Street for a period of five (5) 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-four (24) feet in length and two and five-tenths (2.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063460 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.

The Gap, Inc. Store 503: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to The Gap, Inc. Store 503 ("Permittee") to maintain and use six (6) canopies over the public way attached to the structure located at 3216 North Broadway for a period of five (5) years from and after March 7, 2007 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 eighteen and five-tenths (18.5) feet in length and three (3) feet in width, two (2) at ten and seventeen-hundredths (10.17) feet in length and three (3) feet in width and two (2) at seven and seventeen-hundredths (7.17) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063476 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 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.

Gomez & Steider Bancorp: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Gomez & Steider Bancorp ("Permittee") to maintain and use three (3) canopies over the public way attached to the structure located at 2641 North Kedzie Avenue for a period of five (5) 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-two (22) feet in length and two (2) feet in width, one (1) at twenty-five (25) feet in length and two (2) feet in width and one (1) at six (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 1062908 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.

Harpo Studios, Inc: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Harpo Studios, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 139 North Aberdeen Street for a period of five (5) 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 five and five-tenths (5.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1065947 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 & M Velasco Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to J & M Velasco Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2701 South St. Louis Avenue for a period of five (5) years from and after March 8, 2007 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ninety-two (92) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063091 the sum of One Hundred Seventeen and no/100 Dollars (\$117.00) 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.

Kam Fung Restaurant: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Kam Fung Restaurant ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 216 West 22nd Place for a period of five (5) 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 (19) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062785 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.

Kut Zone Tonsorial Artist, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Kut Zone Tonsorial Artist, Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 405 -- 407 South Kedzie Avenue for a period of five (5) 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-nine (49) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063550 the sum of Seventy-four and no/100 Dollars (\$74.00) 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.

La Azteca Paleteria: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to La Azteca Paleteria ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3018 West Cermak Road for a period of five (5) 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-three (23) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062446 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.

LaSalle Club L.L.C.: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to LaSalle Club L.L.C. ("Permittee") to construct, maintain and use nineteen (19) canopies over the public way attached to the structure located at 544 North LaSalle Drive for a period of five (5) 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 thirteen (13) at eleven (11) feet in length and two (2) feet in width and six (6) at nine (9) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1068385 the sum of Nine Hundred Fifty and no/ 100 Dollars (\$950.00) 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.

Maria's Furniture: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Maria's Furniture ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 5120 -- 5122 West Grand Avenue for a period of five (5) 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 and sixty-seven hundredths (37.67) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063003 the sum of Sixty-two and 67/100 Dollars (\$62.67) 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.

McDonald's: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to McDonald's ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 645 North McClurg Court for a period of five (5) years from and after May 30, 2007 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063196 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.

Mi Tierra-South: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Mi Tierra-South ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2528 South Kedzie Avenue for a period of five (5) 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 eight and forty-two hundredths (8.42) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063184 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.

Michalik Funeral Home: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Michalik Funeral Home ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1056 West Chicago Avenue for a period of five (5) years from and after April 15, 2007 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-six (26) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063298 the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of 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.

New Management, Ltd.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to New Management, Ltd. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 213 North Morgan Street for a period of five (5) years from and after February 7, 2007 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 three and five-tenths (3.5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1062993 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.

Neway Fashion Limited: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Neway Fashion Limited ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 2607 South Halsted Street for a period of five (5) 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 five-tenths (21.5) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063557 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.

Potbelly Sandwich Works: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Potbelly Sandwich Works ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 924 West Belmont Avenue for a period of five (5) 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 nine (9) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1065741 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.

Quick Stop Wireless: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Quick Stop Wireless ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 419 East 111th 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 (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063454 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.

Randolph Wine Cellars: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Randolph Wine Cellars ("Permittee") to maintain and use seven (7) canopies over the public way attached to the structure located at 1415 West Randolph Street for a period of five (5) years from and after September 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 one (1) at ten and six-tenths (10.6) feet in length and two (2) feet in width, one (1) at five (5) feet in length and four (4) feet in width, one (1) at five (5) feet in length and two (2) feet in width, one (1) at eleven and six-tenths (11.6) feet in length and two (2) feet in width, one (1) at four (4) feet in length and four (4) feet in width, one (1) at eleven and six-tenths (11.6) feet in length and two (2) feet in width and one (1) at seven (7) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063072 the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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.

Rehabilitation Of Chicago: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rehabilitation of Chicago ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 307 West Grand Avenue for a period of five (5) 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 thirteen and four-tenths (13.4) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1067696 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.

Rock Bottom Brewery: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Rock Bottom Brewery ("Permittee") to construct, maintain and use twelve (12) canopies over the public way attached to the structure located at 1 West Grand Avenue for a period of five (5) years from and after August 2, 2007 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 fourteen (14) feet in length and three (3) feet in width, two (2) at fifteen (15) feet in length and three (3) feet in width, one (1) at thirteen (13) feet in length and three (3) feet in width, two (2) at seven (7) feet in length and three (3) feet in width, one (1) at eight (8) feet in length and three (3) feet in width and one (1) at seven and five-tenths (7.5) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1067433 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.

Shirts Illustrated, Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Shirts Illustrated, Inc. ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 3315 North Broadway for a period of five (5) years from and after September 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 canopy shall not exceed twelve (12) 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 1063447 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.

Smoke Daddy: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Smoke Daddy ("Permittee") to maintain and use one (1) canopy over the public way attached to the structure located at 1804 West Division Street for a period of five (5) 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 three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063380 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.

Solutions First: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Solutions First ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1619 South Michigan Avenue for a period of five (5) 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 three and sixty-seven hundredths (3.67) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1063013 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.

Starbucks Coffee Number 2484: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Starbucks Coffee Number 2484 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 111 East Chestnut Street for a period of five (5) years from and after May 25, 2007 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 four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1064491 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.

Sultan & Al-Sahara Oriental Rug: Canopies.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Sultan & Al-Sahara Oriental Rug ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 301 West Grand Avenue for a period of five (5) 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-four and sixteen-hundredths (24.16) feet in length and one and ninety-one hundredths (1.91) feet in width and three (3) at seven and six-tenths (7.6) feet in length and one and ninety-one hundredths (1.91) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1064872 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.

Violet Berk's Flowers Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Violet Berk's Flowers Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2300 West Chicago Avenue for a period of five (5) years from and after May 20, 2007 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 five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1065395 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.

Z Frank Inc.: Canopy.

Ordered, That the Director of Business Affairs and Licensing is hereby authorized to issue a permit to Z Frank Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6060 North Western Avenue for a period of five (5) 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 seventeen and ninety-two hundredths (17.92) feet in length and two and thirty-three hundredths (2.33) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1065678 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.

RELEASE OF RESTRICTIVE COVENANT FOR VACATION OF PORTION
OF NORTH OGDEN AVENUE, BETWEEN VACATED WEST
SCHILLER STREET AND NORTH CLYBOURN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

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 release of the restricted covenant as passed on May 2, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 59004 -- 59011) "Vacation Ordinance" vacating certain rights-of-way, including in part, a portion of North Ogden Avenue, between vacated West Schiller Street and North Clybourn Avenue as legally described in the vacation ordinance "Vacation Property". This ordinance was referred to the Committee on November 7, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Carothers 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 passed an ordinance on May 2, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 59004 -- 59011) ("Vacation Ordinance") vacating certain rights-of-way, including in part, a portion of North Ogden Avenue, between vacated West Schiller Street and North Clybourn Avenue as legally described in the Vacation Ordinance ("Vacation Property"); and

WHEREAS, The Vacation Ordinance, and a Redevelopment Agreement entered into between the City and New City Y.M.C.A. ("Y.M.C.A."), impose a restrictive covenant on the Vacation Property which limits its use and improvement to social service purposes; and

WHEREAS, CFRI/New City, L.L.C. ("Developer") has purchased all of the interest in such Vacated Property and certain other real property from New City Y.M.C.A.; and

WHEREAS, The Developer intends to build a mixed-use development and has asked the City to remove the restricted covenant; and

WHEREAS, In exchange for the City removing the restrictive covenant on approximately sixteen thousand seven hundred seventy-five (16,775) square feet, the Developer has agreed to dedicate approximately thirty-one thousand three hundred ninety-five (31,395) square feet which would extend West Eastman Street from North Halsted Street to North Ogden Avenue; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Vacation Ordinance is hereby amended by deleting Section 5 of the Vacation Ordinance.

SECTION 3. The Vacation Ordinance is further amended by deleting the words: "together with a restrictive covenant complying with Section 5 of this ordinance" which appear in Section 6.

SECTION 4. The City Council hereby releases New City Y.M.C.A. from the obligations imposed on it pursuant to the Redevelopment Agreement entered into by the City and the Y.M.C.A. on October 30, 2001.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and approval.

AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTIONS OF VARIOUS PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* ordinances authorizing and directing the Commissioner of Transportation to close to vehicular traffic on portions of various public ways. These ordinances were referred to the Committee on November 13, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Portion Of South Loomis Street.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close a portion of South Loomis Street, from East Madison Street to East Monroe Street, to vehicular traffic.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Portion Of North Union Avenue.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic the following street segment:

North Union Avenue, between the north line of West Wayman Street and the north line of the right-of-way of Metra.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AMENDMENT OF ORDINANCE WHICH GRANTED PERMISSION TO
JCDECAUX CHICAGO, L.L.C. FOR CONSTRUCTION OF BUS
PASSENGER SHELTERS AT VARIOUS LOCATIONS
WITHIN FORTY-THIRD WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 6, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed 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, by adding one new location. This ordinance was referred to the Committee on November 7, 2007.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 list of bus stop shelters located in the City of Chicago, as amended and as authorized by an 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, is hereby further amended by adding the location shown on Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

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

Exhibit "A".

Locations For Bus Passenger Shelters -- 43rd Ward.

Unit Number	Ward	Bus Direction	Position	Street	Cross Street	Corner
2213	43	Southbound	MB	Stockton	Armitage	W
4940	43	Southeastbound	NS	Lincoln	Armitage	NW

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, December 6, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinances 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. These ordinances were referred to the Committee on November 7, 13 and December 6, 2007.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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. Luis Bolivar.

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 except Mr. Luis Bolivar, 2906 North Springfield Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2906 North Springfield Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

Center Construction.
(5726 South Prairie 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 Commissioner of Transportation is hereby authorized and directed to exempt the Center Construction from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5726 South Prairie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Center Construction.
(5730 South Prairie 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 Commissioner of Transportation is hereby authorized and directed to exempt

the Center Construction from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5730 South Prairie Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Crosstown Electric Supply Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Crosstown Electric Supply Corporation, 7733 South Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7733 South Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Dona Ana.

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 Dona Ana of 6040 South Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6040 South Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Elston Avenue Properties, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Elston Avenue Properties, L.L.C. of 2717 -- 2745 North Elston Avenue from requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2717 -- 2745 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Exclusively Yours Auto Spa.

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 Exclusively Yours Auto Spa from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5812 -- 5820 South State Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Highland Daycare.

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 authorized and directed to exempt Highland Daycare of 7634 South Ashland Avenue from the provisions requiring barriers as

a prerequisite to prohibit alley ingress and egress to parking facilities for 7634 South Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Just One More.

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 Just One More of 5332 -- 5336 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5332 -- 5336 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Landmine L.L.C./Desma Davis.

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 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for Landmine L.L.C. at 2600 South Throop Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Alex Peric.

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 Alex Peric of 6135 North Elston Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6135 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Restaurant Equipment Supply.

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 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for Restaurant Equipment Supply at 3500 South Morgan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

U-Haul.

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 U-Haul from requiring barriers as a prerequisite to prohibit alley ingress and/or egress to access parking for seven (7) dwelling units at 4055 North Broadway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

217 Jefferson Partners, 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 217 Jefferson Partners, L.L.C. of 217 North Jefferson Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 217 North Jefferson Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1701 North Dayton, 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 1701 North Dayton, L.L.C. of 910 West Chicago Avenue, Number 101, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 1701 -- 1703 North Dayton Street.

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

*Parking Facility At 3410 -- 3430 West
Belmont 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 Commissioner of Transportation is hereby authorized and direct to exempt parking facilities for 3410 -- 3430 West Belmont Avenue from the provisions of requiring barriers as a prerequisite to prohibit alley ingress.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Parking Facility At 2801 -- 2811 West Diversey Avenue/
2732 -- 2758 North California 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 Commissioner of Transportation is hereby authorized and direct to exempt parking facilities for 2801 -- 2811 West Diversey Avenue/2732 -- 2758 North California Avenue from the provisions of requiring barriers as prerequisite to prohibit alley ingress.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

COMMITTEE ON ZONING.

AM ENDMENT OF TITLE 17, CHAPTER 2, SUBSECTION 402-A
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY FURTHER REGULATION OF
ACCESS TO OFF-STREET PARKING
WITHIN RESIDENTIAL DISTRICTS.
(Application Number TAD-399)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding marinas, TAD-399 regrading R districts, and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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 substitute ordinance transmitted herewith.

Once again, please let the record reflect that I abstain from voting on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 17-2-402-A of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through, and by adding the language underscored and as follows:

17-2-402-A

In all R Districts except RS1 and RS2, all off-street parking must be accessed off the abutting alley except that direct street access to off-street parking is allowed in the following cases:

1. when the subject zoning lot lacks access to an improved alley;
2. when the street access leads to a common parking area for a townhouse development or row of townhouse units;
3. when the street access leads to a multi-level parking garage in a multi-unit residential buildings;
4. when the subject zoning lot is located in an RS3 District and is a corner lot with an existing side driveway;
5. when the use is a permitted public or civic use.

17-2-402-B

~~When individual garages are~~ In all R Districts, all parking serving townhouses, detached houses, two-flats and three-flats that is accessed directly from a public street, ~~garage doors and all required off-street parking spaces~~ must have a setback of at least 20 feet from the front property line to prevent obstruction of the sidewalk by parked cars. This setback may be reduced or eliminated on zoning lots which have substandard lot depths as defined in Section 17-17-02174 by the Zoning Administrator or the Zoning Board of Appeals as referenced in Sections 17-13-1003-S and 17-13-1101-A.

SECTION 2. Section 17-13-1101 of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through, and by adding the language underscored as follows:

17-13-1101-U

The Zoning Board of Appeals is authorized to grant a variation allowing direct street access to off-street parking for parcels for when alley access for such parking is prevented by a utility pole or other public appurtenance.

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF TITLE 17, CHAPTERS 3 AND 5 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW
ESTABLISHMENT OF COMMERCIAL GREENHOUSES WITHIN
BUSINESS, COMMERCIAL, MANUFACTURING AND
INDUSTRIAL ZONING DISTRICTS.
(Application Number TAD-398)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding marinas, TAD-399 regarding R districts, and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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.

Once again please let the record reflect that I abstain from voting in Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 17-3-0200 of the Chicago Zoning Ordinance is hereby amended by adding the language underscored, as follows:

17-3-0207 Use Table And Standards.

(Omitted text is unaffected by this ordinance.)

USE GROUP		Zoning Districts						Use Standard	Parking Standard
Use Category		B1	B2	B3	C1	C2	C3		
Specific Use Type									
P = permitted by right		PD = planned development approval required							
S = special use approval required		- = Not allowed							
COMMERCIAL									
X. Construction Sales and Service									
1.	Building Material Sales	-	-	P	P	P	P		§17-10-0207-O
2.	Contractor/Construction Storage Yard	-	-	-	P	P	P		§17-10-0207-O
3.	Commercial Greenhouses	-	-	P	P	P	P		§17-10-0207-O

17-5-0207 Use Table And Standards.

(Omitted text is unaffected by this ordinance.)

USE GROUP		Zoning Districts			Use Standard	Parking Standard
Use Category		M1	M2	M3		
Specific Use Type						
P = permitted by right		PD planned development approval required				
S special use approval required		- = Not allowed				
COMMERCIAL						
N. Construction Sales and Service						
1.	Building Material Sales	-	P	P		§17-10-0207-O
2.	Contractor/Construction Storage Yard	-	P	P		§17-10-0207-O
3.	Commercial Greenhouses	-	P	P		§17-10-0207-O

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF TITLE 17, CHAPTER 17 OF MUNICIPAL
CODE OF CHICAGO (CHICAGO ZONING ORDINANCE)
BY CLASSIFICATION OF "MARINAS" AS OUTDOOR
SPORTS AND RECREATION FACILITIES.
(Application Number TAD-397)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding marinas, TAD-399 regarding R districts, and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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 substitute ordinance transmitted herewith.

Once again please let the record reflect that I abstain from voting on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 17-17-0104-Z of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

17-17-0104-Z Sports And Recreation, Participant.

Provision of sports or recreation primarily by and for participants. (Spectators would be incidental and on a nonrecurring basis). The following are participant sports and recreation use types (for either general or personal use):

(Omitted text is unaffected by this ordinance.)

4. Outdoor.

Participant sport and recreation uses conducted outside of an enclosed building, other than entertainment cabarets. Typical uses include driving ranges, miniature golf courses, ~~and swimming pools, and marinas.~~

SECTION 2. Section 17-17-0200 of the Chicago Zoning Ordinance is hereby amended by adding the language underscored, as follows:

17-17-02495.5 Marina.

A facility located on a body of water that provides for the storage (wet and dry), launching and mooring of pleasure boats together with one or more accessory retail and service uses, such as marine equipment sales, showers, private clubs and restaurants.

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREA SHOWN ON MAP NUMBER 24-C.
(Application Number 15589)

(Committee Meeting Held June 8, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 8, 2006, I beg leave to recommend that Your Honorable Body *Pass* the ordinance transmitted herewith for the purpose of reclassifying the particular area. It is referred to as Application Number 15589 for property located at 1925 East 95th Street.

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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 24-C in the area bounded by:

East 95th Street; South Euclid Avenue; the public alley next south of and parallel to East 95th Street; and a line 166 feet west of and parallel to South Euclid Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

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 AREAS SHOWN
ON MAP NUMBER 7-G.

(Committee Meeting Held November 28, 2006)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 28, 2006, I beg leave to recommend that Your Honorable Body *Pass* two ordinances transmitted herewith for the purpose of reclassifying particular areas. They are Application Numbers A-7004 located at 2824 -- 2844 North Sheffield Avenue and A-7006 located at 2848 -- 2854 North Sheffield Avenue.

At this time, I move for passage of these ordinances transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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 7-G.
(Application Number A-7004)

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 B3-2 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 132.37 feet north of and parallel to West Wolfram Street; North Sheffield Avenue; a line 25 feet south of and parallel to West Wolfram Street; 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 7-G.
(Application Number A-7006)

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 B3-2 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 32.37 feet south of and parallel to West George Street; North Sheffield Avenue; a line 107.37 feet south of and parallel to West George Street; 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREAS SHOWN ON MAP NUMBERS 5-I, 7-N, 11-J,
16-M, 17-H, 28-E AND 28-H.

(Committee Meeting Held November 20, 2007)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding Marinas, TAD-399 regarding R Districts, and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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.

Once again please let the record reflect that I abstain from voting on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and procedure, disclosing that while he had no personal or financial interest in the ordinance he had a familial relationship with the 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 5-I.
(As Amended)
(Application Number 15865)

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-I in the area bounded by:

a line 175 feet south of and parallel to West Bloomingdale Avenue; North Whipple Street; a line 225 feet south of and parallel to West Bloomingdale Avenue; and the alley next west of and parallel to North Whipple Street,

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.

Reclassification Of Area Shown On Map Number 7-N.
(Application Number 16379)

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 7-N in the area bounded by:

the alley next north of and parallel to West Wellington Avenue; a line 118.57 feet east of and parallel to North Leavitt Street; West Wellington Avenue; and a line 69.57 feet east of and parallel to North Leavitt Street,

to those of an 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 11-J.
(Application Number 16404)

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 11-J in the area bounded by:

West Montrose Avenue; North Monticello Avenue; the public alley next north of and parallel to West Montrose Avenue; and a line 206.22 feet west of and parallel to North Monticello 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 16-M.
(Application Number 16323)

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 16-M in the area bounded by:

West 63rd Place; a line 240.25 feet east of and parallel to South Menard Avenue; the alley next south of and parallel to West 63rd Place; and a line 180.25 feet east of and parallel to South Menard 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 17-H.
(Application Number 16389)

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 17-H in the area bounded by:

the alley next north of and parallel to West Estes Avenue; a line 100 feet west of and parallel to North Wolcott Avenue; West Estes Avenue; and a line 150 feet west of and parallel to North Wolcott Avenue,

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 28-E.
(As Amended)
(Application Number 16377)

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 28-E in the area bounded by:

a line 75 feet south of and parallel to East 112th Street; South St. Lawrence Avenue; the alley next south of and parallel to East 112th Street; and a line 29.36 feet west of and parallel to South St. Lawrence Avenue,

to those of a B1-1 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 28-H.
(Application Number 16378)

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 28-H in the area bounded by:

a line 161.80 feet southwest of and parallel to West 116th Street; the alley next

southeast of and parallel to South Vincennes Avenue; a line 211.8 feet southwest of and parallel to West 116th Street; and South Vincennes Avenue, 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBER 7-G.
(Application Number 16380)

(Committee Meeting Held November 20, 2007)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg to leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding Marinas, TAD-399 regarding R Districts and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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.

Once again please let the record reflect that I abstain from voting on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Żalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 46.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinance he had a familial relationship with the applicant's attorney.

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

The following is said ordinance as passed:

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

SECTION 1. 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 7-G in the area bounded by:

a line 70 feet north of and parallel to West Montana Street; North Sheffield Avenue; West Montana Street; and the alley next west of and parallel to North Sheffield 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held November 20, 2007)

The Committee on Zoning submitted the following report:

CHICAGO, December 12, 2007.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 20, 2007, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-397 regarding Marinas, TAD-399 regarding R Districts, and Application Numbers A-7060, 16377, A-7263, A-7216, 16292, 15865, 16257, 16329 and 16242.

Please let the record reflect that Application Numbers 16382 and A-7235 were withdrawn by the applicant.

Please let the record also reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 under the provision 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 ordinances transmitted herewith.

Once again please let the record reflect that I abstain from voting on Application Numbers 16377, 16379, 16404, 16378, 16380, 16389, 15865 and 16323 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

Alderman Carothers 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.
(Application Number 16242)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the current DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number I-F in the area bounded by:

the alley next north of and parallel to West Illinois Street; the alley next east of and parallel to North Franklin Street; West Illinois Street; and North Franklin Street,

to those of the DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the current DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number I-F in the area bounded by:

the alley next north of and parallel to West Illinois Street; the alley next east of and parallel to North Franklin Street; West Illinois Street; and North Franklin Street,

to those of a Residential-Business Planned Development.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number ____ (the "Planned Development") consists of approximately twenty-one thousand two hundred fifty-five (21,255) net square feet (zero and forty-nine hundredths (0.49) acre) of real property generally located at the northeast corner of North Franklin Street and West Illinois Street and bounded as follows:

the alley next north of and parallel to West Illinois Street; the alley next east of and parallel to North Franklin Street; West Illinois Street; and North Franklin Street in Chicago, Illinois (the "Property").

The Property is currently owned by 212 -- 232 West Illinois Street, L.L.C., an Illinois limited liability company. JDL Acquisitions, L.L.C., an Illinois limited liability company (the "Applicant") is the Applicant for this Planned Development with the authority of the owner of the Property.

2. The Applicant or its successors, assignees or grantees shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assignees and, if different than the Applicant, the legal titleholders and any ground lessors and their respective successors and assignees. 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. Single designated control for purposes of this

paragraph shall mean that any application to the City of Chicago (the "City") for any amendment to this Planned Development or any other modification or change hereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors of the Property, subject to the following exceptions and conditions: (a) any changes or modifications to this Planned Development applicable to or in a given subarea designated pursuant to Statement Number 11 below need only be made or authorized by the owners and/or ground lessors of such subarea, provided that for so long as the Applicant or any affiliate thereof owns or controls any part of the Property, any application to the City for any such changes or modifications (administrative, legislative or otherwise) must in all cases be authorized by the Applicant; and (b) 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; provided that for so long as the Applicant or any affiliate thereof owns or controls any part of the Property, any application to the City for any such changes or modifications (administrative, legislative or otherwise) must in all cases be authorized by the Applicant. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term "Applicant" shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder; provided, however, that the Applicant's right to authorize changes or modifications to this Planned Development for so long as it owns or controls all or any portion of the Property as set forth above in this Statement Number 3 above shall not be deemed amended or transferred to apply to a transferee (or its beneficiaries as aforesaid) unless expressly assigned in a written instrument executed by the original Applicant hereunder.

4. This plan of development consists of these eighteen (18) statements; a Bulk Regulations and Data Table; and the following plans prepared by the Applicant, all dated May 18, 2007 and revised October 18, 2007 (collectively, the "Plans"): Site/Landscape Plan; Green Roof Plan; Floor 7 Plan; Existing Zoning Map; Land-Use Map; Planned Development

Boundary and Property Line Map; and Building Elevations. Full-sized copies of the Site/Landscape Plan, Green Roof Plan, Floor 7 Plan and Building Elevations are on file with the Department of Planning and Development (the "Department"). These and no other zoning controls shall apply to the Property. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted on the Property under this Planned Development: dwelling units, including but not limited to multi-unit residential; residential support services; retail, service and commercial facilities; business and professional offices; food and beverage retail sales; temporary construction staging, temporary storage of construction materials, and temporary buildings for construction purposes; accessory and non-accessory parking; accessory uses; and all other permitted uses in the DX-7 Downtown Mixed-Use District, excluding hotel.
6. Temporary signs such as construction and marketing signs shall be permitted subject to the reasonable review and approval of the Department. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department, consistent with the provisions of Section 17-12-010, et seq., of the Chicago Municipal Code. No approvals shall be required for any signage located in and designed to be viewed solely from the interior of any improvements on the Property. Off-premise signage is not permitted.
7. Ingress and egress for the Property shall be provided in substantial compliance with the Plans, and no further approvals shall be required for such ingress and egress plans.
8. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. For purposes of floor area, floor area ratio ("F.A.R.") and building height calculations, the definitions of the Chicago Zoning Ordinance in effect as of the date hereof shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, such floor area shall not include (a) all floor area devoted to mechanical equipment which exceeds

one thousand (1,000) square feet in a single location, (b) all rooftop floor area devoted to mechanical equipment irrespective of square footage and (c) all accessory and non-accessory parking and vehicular use areas located on the Property. The calculation of F.A.R. shall be made based on the net site area of the Planned Development. In addition, the calculation of any building height shall not include elevator shafts, ingress/egress towers, mechanical penthouses and enclosures, telecommunications facilities or architectural design elements such as spires.

10. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with the Plans described in Statement Number 4, above. A portion of the Property, commonly known and labeled on the Site/Landscape Plan as the "Existing Firehouse", is a proposed Chicago landmark. The Existing Firehouse shall be retained and preserved in accordance with the Site Landscape Plan and, subject to the final determination by the City Council to designate the Existing Firehouse as a Chicago landmark, the review and approval of the Commission on Chicago Landmarks (the "Landmarks Commission"). Any excavation, foundation or other construction work on the Property related to the Existing Firehouse shall be contingent upon an engineer's report to be reviewed and accepted by the Landmarks Commission. The report shall assess the impact of the work on the structural integrity of the Existing Firehouse, including any recommended protection or stabilization measures during construction.
11. The Applicant shall have the right to designate subareas within the Planned Development from time to time in order to promote orderly development, to facilitate financing, acquisition, leasing or disposition of the Property or relevant portions thereof, to designate zoning control or to otherwise administer this Planned Development. The designation and redesignation of subareas shall not require an amendment or minor change to this Planned Development; provided, however, Applicant shall provide notice thereof to the Department for administrative purposes to facilitate Part II review for any such designated subarea.
12. The requirements of the Planned Development may be modified administratively by the Commissioner upon application and a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change to the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Chicago Zoning Ordinance, such minor changes may include a reduction of the minimum required

distance between structures, a reduction of periphery setbacks, and an increase of the maximum percent of land covered. It is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals pursuant hereto.

13. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Any changes to ingress and egress as depicted in the Plans and as set forth below shall be subject to the review and approval of the Department of Transportation and the Development. Off-street parking and loading facilities shall be provided in compliance with this Planned Development. A minimum of two percent (2%) of all parking spaces provided pursuant to this Planned Development shall be designated and designed for parking for the handicapped.
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 and maintain all buildings located on the Property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant shall provide green roof consisting of one hundred percent (100%) of the net roof area, which is currently estimated to result in a green roof of approximately six thousand six hundred (6,600) square feet.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the improvements of the Property in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") at the time of application for a building permit to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
16. Pursuant to the Affordable Housing Bonus provisions of the City of Chicago Zoning Ordinance, Title 17, Chapter 17-4-1004, et seq. ("Zoning Ordinance"), the Applicant has asked for an increase in the floor area ratio of the Property. The Applicant hereby acknowledges that, according to Section 17-4-1004-D of the Zoning Ordinance, in order to receive such increase in floor area ratio, either (a) the total floor area devoted to affordable housing units must equal at least twenty-five percent (25%) of the total increase in floor area allowed under the Affordable Housing

Bonus or (b) a cash payment must be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area attributable to the Affordable Housing Bonus, as identified on the attached Bulk Regulations and Data Table, multiplied by eighty percent (80%) of the median cost of land per square foot. Accordingly, the Applicant has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of One Million One Hundred Ninety-one Thousand Eight Hundred Twenty-two Dollars (\$1,191,822), which corresponds to a floor area bonus of 1.63. Prior to the issuance of any Part II Approvals under this Planned Development for the building to be constructed on the Property, the Applicant will provide the Department with a receipt from the Department of Housing evidencing payment of said cash contribution.

17. Pursuant to the Adopt-A-Landmark Bonus provisions of Section 17-4-1022 of the Zoning Ordinance, the Applicant has requested an increase in the floor area of the Property based on the proposed restoration of the Existing Firehouse (the "Landmark Project"), which is located on the Property. Pursuant to Section 17-4-1022 of the Zoning Ordinance, and subject to a final determination by the City Council to designate the existing Firehouse as a Chicago landmark, the Commissioner of the Department (the "Commissioner"), acting on behalf of the City and the Landmarks Commission, is authorized to enter into an agreement with the Applicant and, if different from the Applicant, the owner(s) of the existing Firehouse, regarding the manner in which funds for renovation work in the Landmark Project relating to the Adopt-A-Landmark Bonus, as approved by the Landmarks Commission, will be used. On October 4, 2007, the Landmarks Commission approved a Scope of Work and Budget for the Landmark Project, providing for the expenditure of Eight Hundred Sixty-three Thousand Eight Hundred Seventy Dollars (\$863,870) in Landmark Project costs, which corresponds to a floor area bonus of 1.18. The agreement shall be in a form approved by the Corporation Counsel and shall be executed and submitted to the Department prior to the issuance of any approvals pursuant to Section 17-13-0610 of the Chicago Municipal Code ("Part II"). The terms and conditions of the Landmark Project Scope of Work and Budget may be modified administratively by the Commissioner in accordance with the provisions of Statement 12 of this Planned Development and as described in the Landmark Project Scope of Work and Budget. Upon completion of the work related to the Landmark Project, the Applicant shall apply to the Landmarks Commission for the issuance of a Certificate of Completion of the Landmark Project. The Applicant shall provide written notice of said application to the Landmarks Commission, the Office of the Zoning Administrator, the Department of Law, and the Department. The work described on the Landmark Project Scope of Work and Budget must be completed and a Certificate of Completion of the Landmark Project must be obtained from the

Commission on Chicago Landmarks prior to the issuance of any certificate of occupancy for the Property.

18. Unless substantial construction of the improvements on the Property has commenced within six (6) years of the date of City Council approval of this Planned Development ordinance, then the zoning of the Property shall automatically revert to the DX-7 Downtown Mixed-Use District. Said six (6) year period may be extended for up to one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that good cause for such an extension is shown.

[Existing Zoning Map referred to in these Plan
of Development Statements unavailable
at time of printing.]

[Site/Landscape Plan; Green Roof Plan; Seventh Floor Plan;
Land-Use Plan; Planned Development Boundary
and Property Line Map; and Building
Elevations referred to in these Plan
Development Statements printed
on pages 17771 through
17779 of this *Journal*.]

Bulk Regulations and Data Table and L.E.E.D.-N.C. version 2.2 Project Checklist referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development Number _____.

Plan Of Development.

Bulk Regulations And Data Table.

Gross Site Area, 37,010 square feet (0.85 acre) = Net Site Area, 21,255 square feet (0.49 acre) + Area Remaining in Public Right-of-Way, 15,757 square feet (0.36 acre)

Maximum Floor Area Ratio:

Base Floor Area Ratio: 7.0

Affordable Housing Bonus:	1.63
Adopt-A-Landmark Bonus:	<u>1.18</u>
Total Floor Area Ratio:	9.81
Maximum Number of Dwelling Units:	190
Maximum Site Coverage:	In accordance with the Site Plan
Minimum Building Setbacks:	In accordance with the Site Plan
Minimum Number of Off-Street Parking Spaces:	166
Minimum Number of Bicycle Parking Spaces:	50
Minimum Number of Off-Street Loading Berths:	1 -- 10 feet by 25 feet
Maximum Building Height:	280 feet

LEED-N.C. Version 2.2 Project Checklist
JDL - Franklin & Illinois
Chicago, Illinois.

Yes ? No

11	2	1	Sustainable Sites		14 Points
Y			Prereq 1	Construction Activity Pollution Prevention	Required
1			Credit 1	Site Selection	1

1			Credit 2	Development Density and Community Connectivity	1
		1	Credit 3	Brownfield Redevelopment	1
1			Credit 4.1	Alternative Transportation, Public Transportation Access	1
1			Credit 4.2	Alternative Transportation, Bicycle Storage and Changing Rooms	1
	1		Credit 4.3	Alternative Transportation, Low-Emitting and Fuel-Efficient Vehicles	1
	1		Credit 4.4	Alternative Transportation, Parking Capacity	1
1			Credit 5.1	Site Development, Protect or Restore Habitat	1
1			Credit 5.2	Site Development, Maximize Open Space	1
1			Credit 6.1	Stormwater Design, Quantity Control	1
1			Credit 6.2	Stormwater Design, Quality Control	1
1			Credit 7.1	Heat Island Effect, Non-Roof	1
1			Credit 7.2	Heat Island Effect, Roof	1
1			Credit 8	Light Pollution Reduction	1

Yes ? No

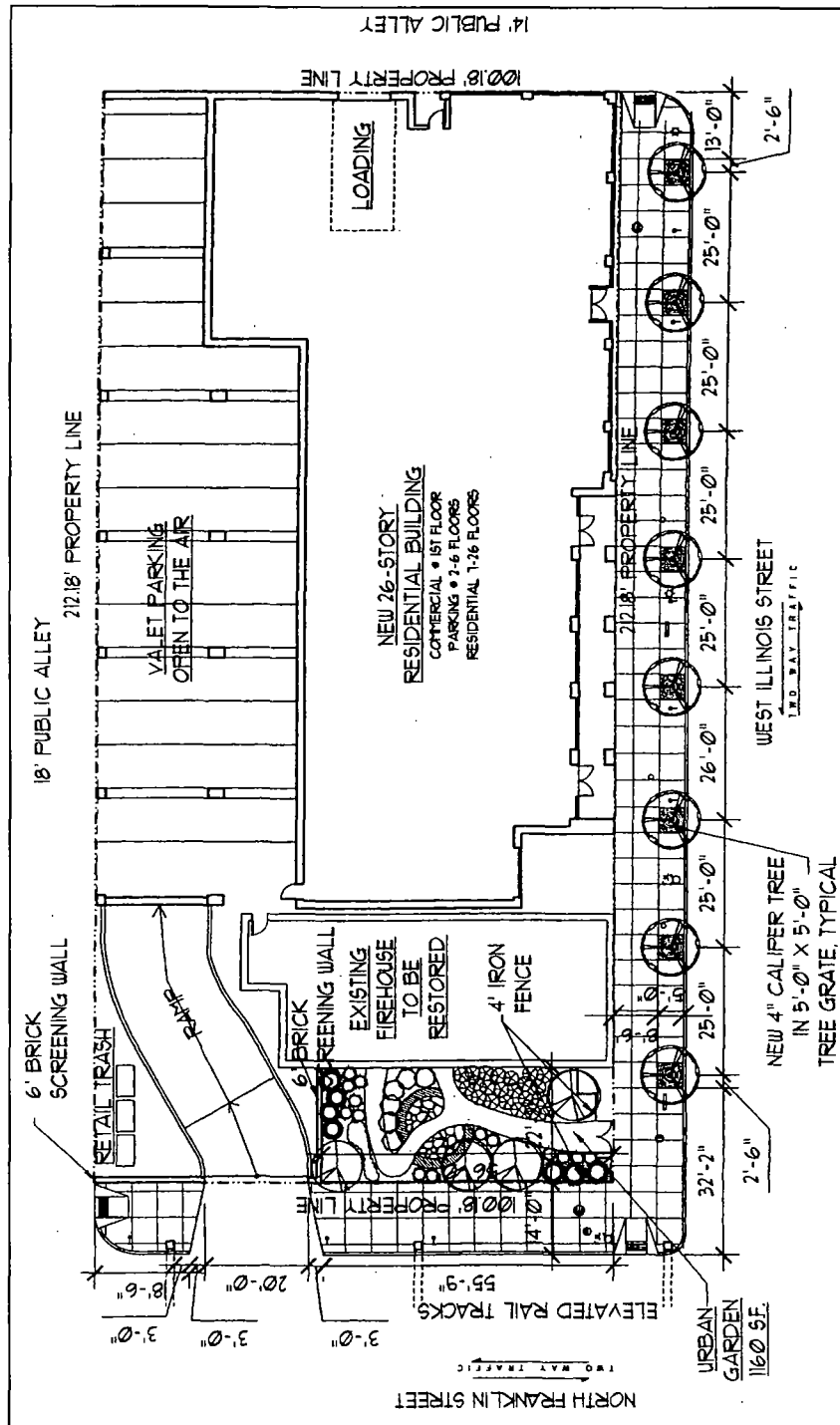
2	2	1	Water Efficiency		5 Points
1			Credit 1.1	Water Efficient Landscaping, Reduce by 50%	1
	1		Credit 1.2	Water Efficient Landscaping, No Potable Use or No Irrigation	1
		1	Credit 2	Innovative Wastewater Technologies	1
1			Credit 3.1	Water Use Reduction, 20% Reduction	1

	1		Credit 3.2	Water Use Reduction, 30% Reduction	1
Yes	?	No			
4	1	5	Energy And Atmosphere		17 Points
Y			Prereq 1	Fundamental Commissioning of the Building Energy Systems	Required
Y			Prereq 2	Minimum Energy Performance	Required
Y			Prereq 3	Fundamental Refrigerant Management	Required
3			Credit 1	Optimize Energy Performance (2 required)	1 to 10
		3	Credit 2	On-Site Renewable Energy	1 to 3
		1	Credit 3	Enhanced Commissioning	1
1			Credit 4	Enhanced Refrigerant Management	1
		1	Credit 5	Measurement and Verification	1
	1		Credit 6	Green Power	1
Yes	?	No			
3	6	4	Materials And Resources		13 Points
Y			Prereq 1	Storage and Collection of Recyclables	Required
		1	Credit 1.1	Building Reuse, Maintain 75% of Existing Walls, Floor and Roof	1
		1	Credit 1.2	Building Reuse, Maintain 100% of Existing Walls, Floors and Roof	1
		1	Credit 1.3	Building Reuse, Maintain 50% of Interior Non-Structural Elements	1
1			Credit 2.1	Construction Waste Management, Divert 50% from Disposal	1
1			Credit 2.2	Construction Waste Management, Divert 75% from Disposal	1
1			Credit 3.1	Materials Reuse, 5%	1

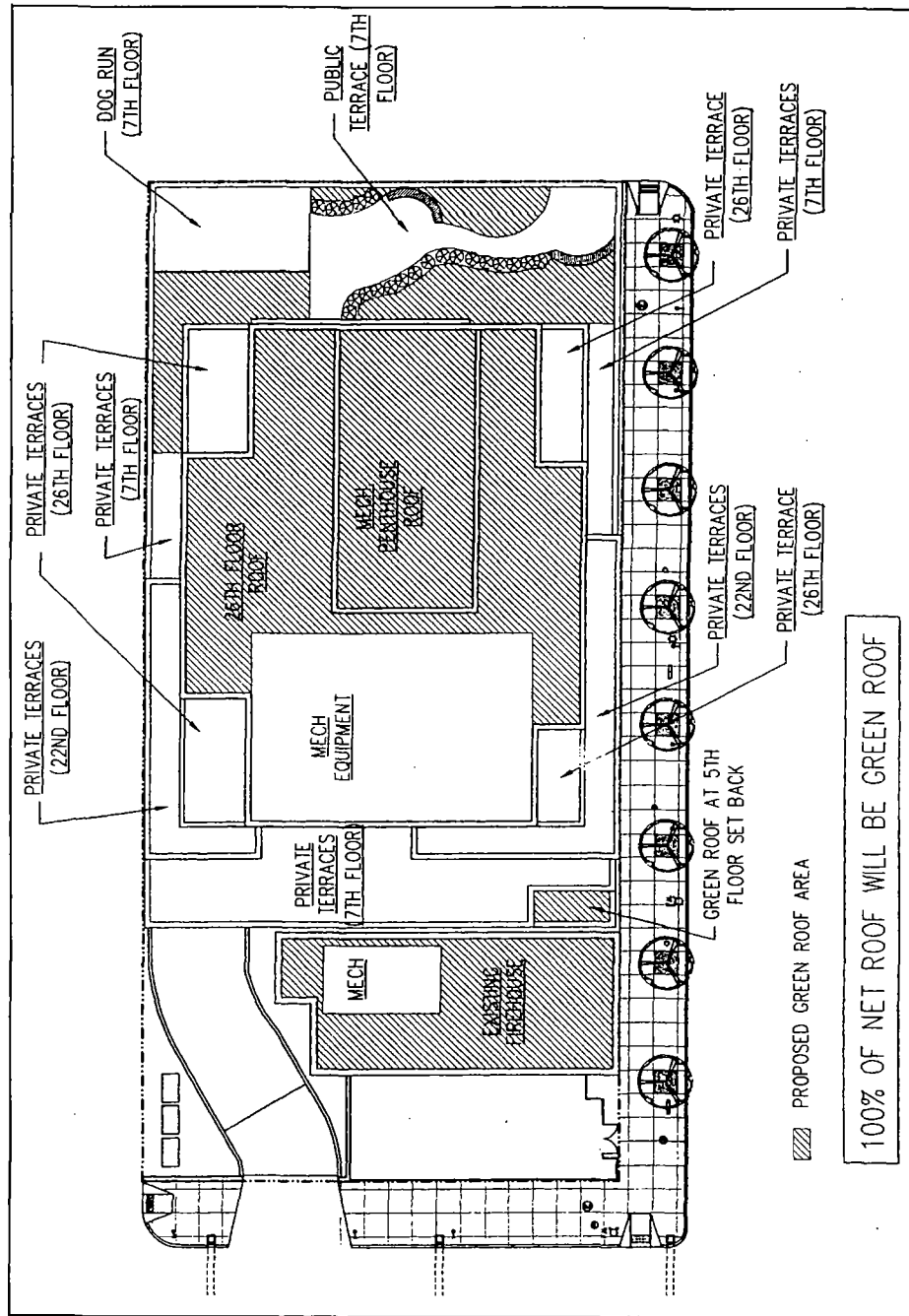
	1		Credit 3.2	Materials Reuse, 10%	1
	1		Credit 4.1	Recycled Content, 10% (post-consumer + ½ pre-consumer)	1
	1		Credit 4.2	Recycled Content, 20% (post-consumer + ½ pre-consumer)	1
	1		Credit 5.1	Regional Materials, 10% Extracted, Processed and Manufactured Regional	1
		1	Credit 5.2	Regional Materials, 20% Extracted, Processed and Manufactured Regional	1
	1		Credit 6	Rapidly Renewable Materials	1
	1		Credit 7	Certified Wood	1
Yes ? No					
7	4	4	Indoor Environmental Quality		15 Points
Y			Prereq 1	Minimum IAQ Performance	Required
Y			Prereq 2	Environmental Tobacco Smoke (E.T.S.) Control	Required
		1	Credit 1	Outdoor Air Delivery Morning	1
		1	Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan, During Construction	1
	1		Credit 3.2	Construction IAQ Management Plan, Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials, Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials, Paints and Coating	1
1			Credit 4.3	Low-Emitting Materials, Carpet Systems	1

	1		Credit 4.4	Low-Emitting Materials, Composite Wood and Agrifiber Products	1
		1	Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems, Lighting	1
1			Credit 6.2	Controllability of Systems, Thermal Comfort	1
1			Credit 7.1	Thermal Comfort, Design	1
		1	Credit 7.2	Thermal Comfort Verification	1
	1		Credit 8.1	Daylight and Views, Daylight 75% of Spaces	1
	1		Credit 8.2	Daylight and Views for 90% of Spaces	1
Yes ? No					
1	1		Innovation And Design Process		5 Points
	1		Credit 1.1	Innovation in Design:	1
			Credit 1.2	Innovation in Design:	1
			Credit 1.3	Innovation in Design:	1
			Credit 1.4	Innovation in Design:	1
1			Credit 2	L.E.E.D. Accredited Professional	1
Yes ? No					
28	16			Project Totals (pre-certification estimates)	69 Points

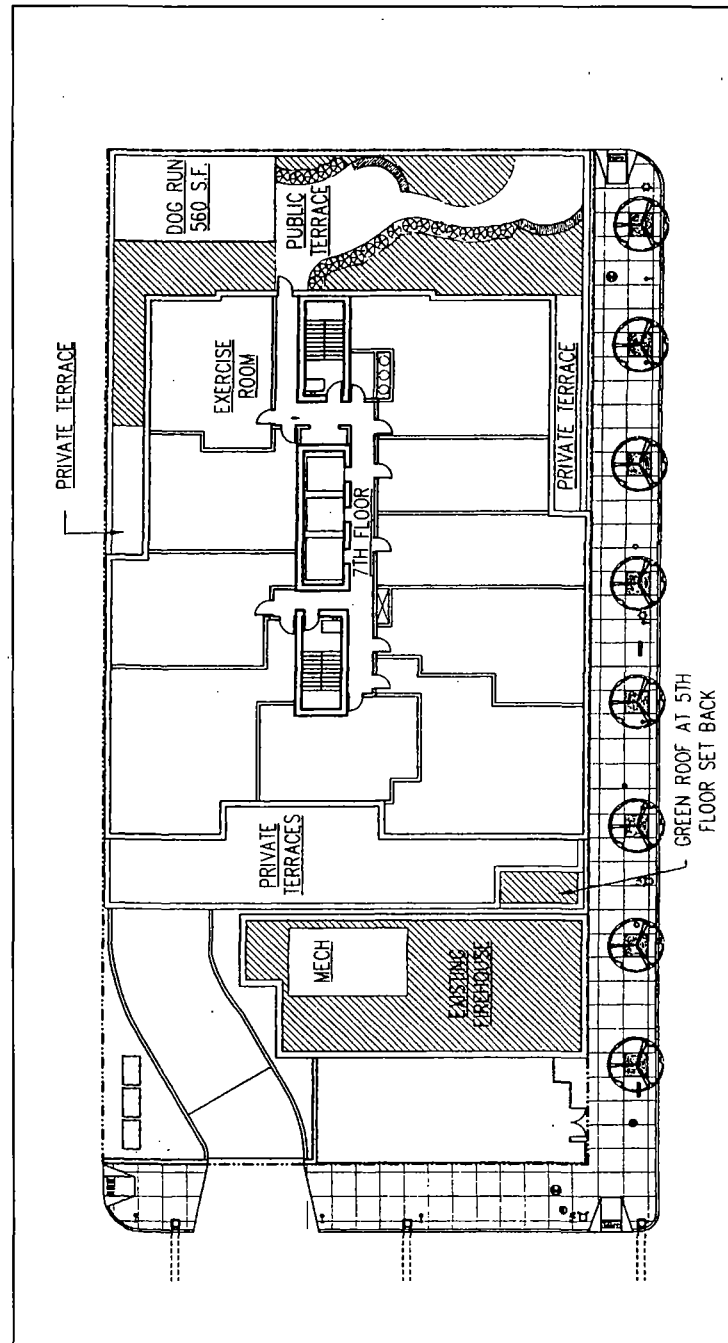
Site/Landscape Plan.



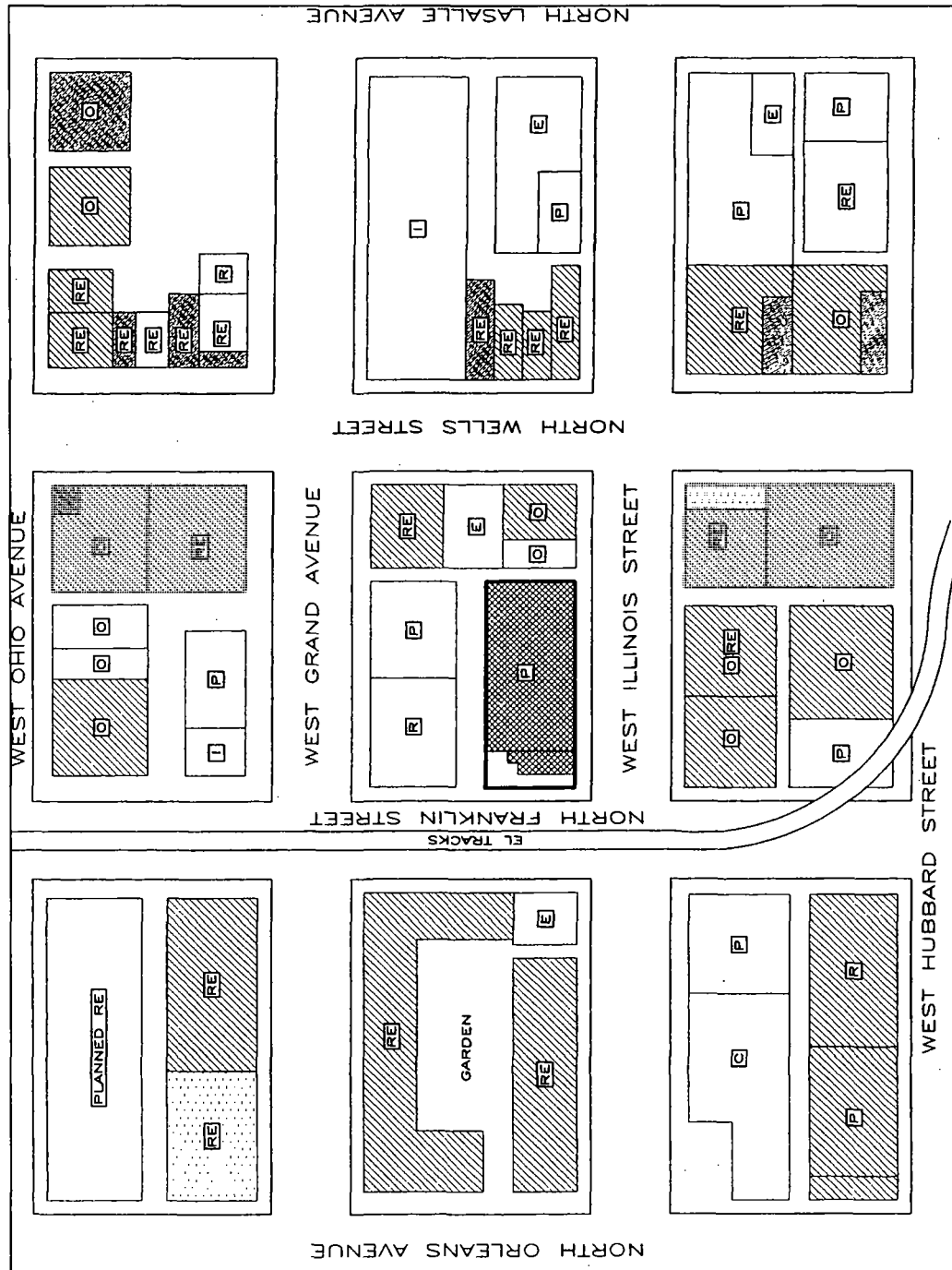
Green Roof Plan.



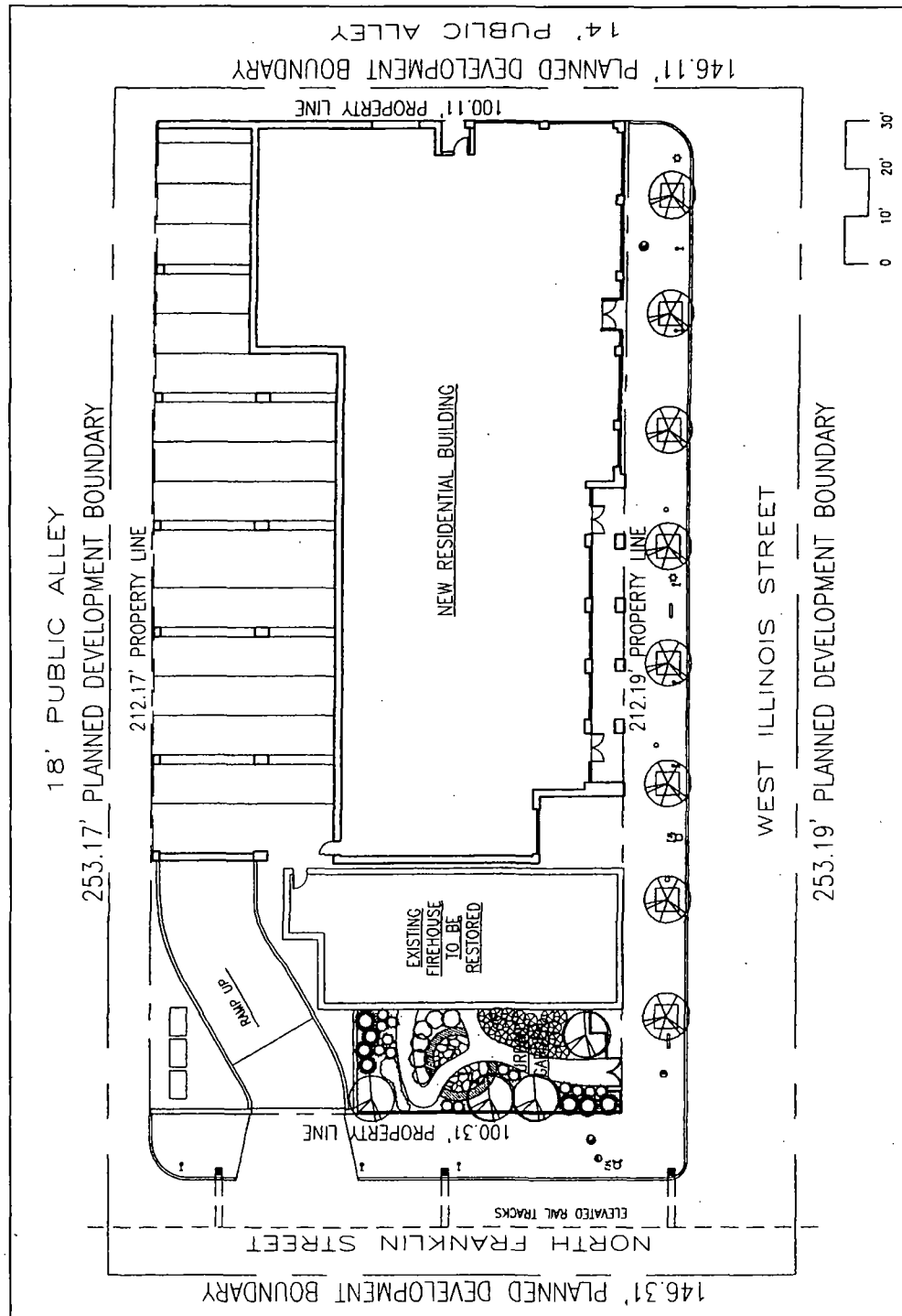
Seventh Floor Plan.



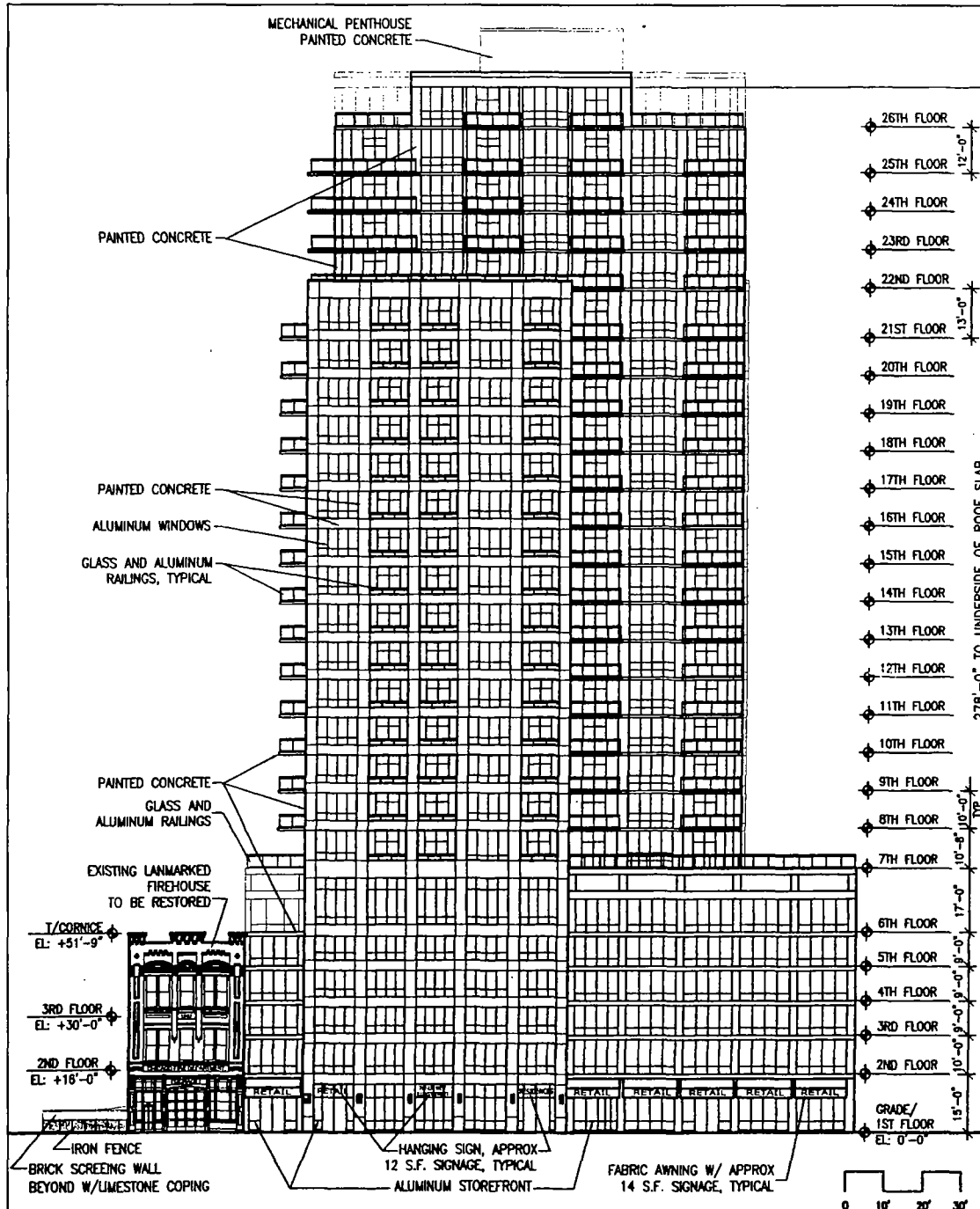
Land-Use Plan.



Planned Development Boundary
And Property Line Map.



Illinois Street (South) Elevation.



MECHANICAL PENTHOUSE
PAINTED CONCRETE

PAINTED CONCRETE

SPANDREL GLASS
AT STAIR LANDING

PAINTED CONCRETE

ALUMINUM WINDOWS

GLASS AND ALUMINUM
RAILINGS, TYPICAL

GLASS AND
ALUMINUM RAILINGS

PAINTED CONCRETE

ALUMINUM WINDOWS

METAL OVERHEAD DOOR

26TH FLOOR

25TH FLOOR

24TH FLOOR

23RD FLOOR

22ND FLOOR

21ST FLOOR

20TH FLOOR

19TH FLOOR

18TH FLOOR

17TH FLOOR

16TH FLOOR

15TH FLOOR

14TH FLOOR

13TH FLOOR

12TH FLOOR

11TH FLOOR

10TH FLOOR

9TH FLOOR

8TH FLOOR

7TH FLOOR

6TH FLOOR

5TH FLOOR

4TH FLOOR

3RD FLOOR

2ND FLOOR

GRADE/
1ST FLOOR
EL. 0'-0"

278'-0" TO UNDERSIDE OF ROOF SLAB

12'-0"

13'-0"

10'-0" TYP

17'-0"

9'-0"

9'-0"

9'-0"

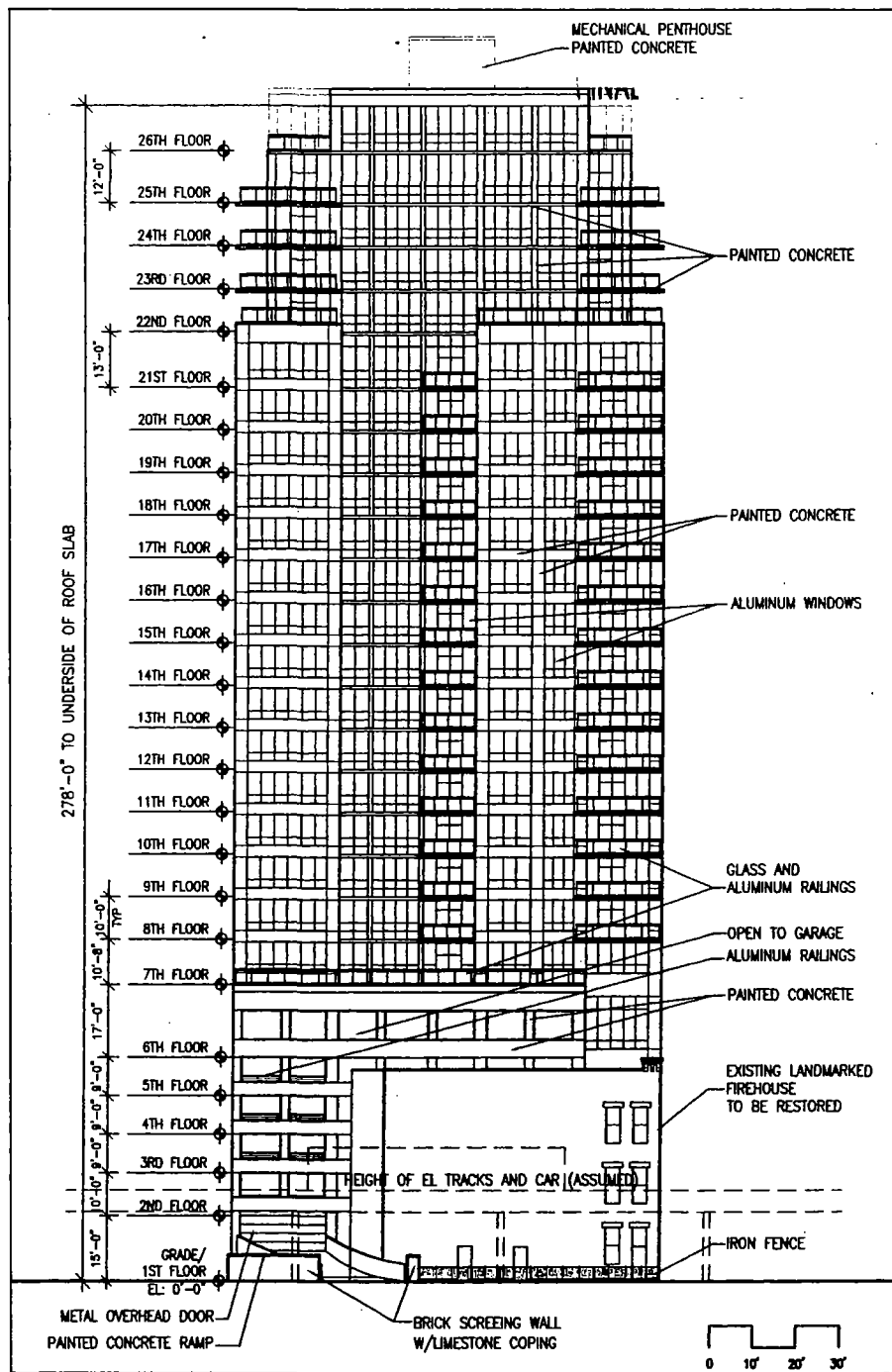
9'-0"

10'-0"

15'-0"

0 10' 20' 30'

Franklin Street (West) Elevation.



Reclassification Of Area Shown On Map Number 1-G.
(Application Number 16383)

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 as shown on Map Number 1-G in the area bounded by:

West Race Avenue; a line 24.00 feet east of North Elizabeth Street; the alley north and parallel to West Race Avenue; and a line 48.00 feet east of North Elizabeth Street,

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 3-G.
(Application Number 16279)

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 3-G in the area bounded by:

West Walton Street; a line 400 feet east of and parallel to North Noble Street; the alley next south of West Walton Street; and a line 375 feet east of and parallel to North Noble 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 3-G.
(As Amended)
(Application Number 16292)

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 as shown on Map Number 3-G in the area bounded by:

West Thomas Street; a line 340.00 feet east of North Ashland Avenue; the alley north and parallel to West Thomas Street; and a line 364.00 feet east of North Ashland Avenue,

to those of an RT4 Residential Two-Flat, Townhome and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-F.
(As Amended)
(Application Number A-7216)

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 B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 5-F in the area generally bounded by:

a line 41.84 feet south of and parallel to West Dickens Avenue; North Clark Street; a line 136.92 feet south of and parallel to West Dickens Avenue; a line 72 feet east of and parallel to North Orleans Street; a line 193.57 feet south of and parallel to West Dickens Avenue; North Orleans Street; a line 81.84 feet south of and parallel to West Dickens Avenue; and a line 60 feet east of and parallel to North Orleans Street,

to the designation of an Institutional Planned Development, subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made of part hereof.

SECTION 2. This ordinance takes effect after its passage and approval.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development ("Planned Development") consists of approximately fifteen thousand seven hundred sixty (15,760) square feet (thirty-six hundredths (0.36) acre) of property located at 2050 -- 2058 North Clark Street (the "Property"), as more fully depicted on the attached Planned Development Boundary and Property Line Map. The Property is owned and controlled by the Chicago Province of the Society of Jesus ("Chicago Province"). The applicant is the City of Chicago, on behalf of Chicago Province.
2. All applicable official reviews, approvals or permits that are required in connection with the Planned Development shall be obtained or authorized to be obtained by Chicago Province. Any dedication or vacation of streets, alleys or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal and approval by the City Council.
3. The requirements, obligations and conditions contained within the Planned Development shall be binding upon Chicago Province, its successors and assigns and, if different from Chicago Province, the legal titleholders and any ground lessors. All rights granted hereunder to

Chicago Province shall inure to the benefit of its successors and assigns and, if different from Chicago Province, the legal titleholder and any ground lessors of the Property. Any applications for amendments, modifications or changes (administrative, legislative or otherwise) to the Planned Development shall be made or authorized by Chicago Province or its successors and assigns. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the

Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term "Chicago Province" shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust shall thereafter be released from any and all obligations or liability hereunder.

4. The plan of development consists of these thirteen (13) statements; a Bulk Regulations and Data Table; and Existing Zoning and Street System Map; an Existing Land-Use Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; a Site Plan and Ground Floor Plan; a Landscape and Green Roof Plan; and Building Elevations prepared by Searl and Associates, dated October 18, 2007. Full-sized copies of the Building Elevations and Landscape Plan are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses shall be permitted in the area delineated herein as an Institutional Planned Development: any Allowed Use (as defined in §17-17-0211 of the Chicago Zoning Ordinance) in the B1-3, Neighborhood Shopping District; and accessory and related uses including a chapel, kitchen, meeting space, and guest rooms provided solely for visiting members of the Province of the Society of Jesus.

Portions of the Property may be used on an interim basis for construction staging and the storage of construction materials for the various phases of development of the Property.

6. Identification signs, on-premise signs, and temporary signs such as construction and marketing signs, shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Off-premise signs are prohibited.
7. All driveways providing ingress and egress shall be adequately designed and paved in accordance with the regulations of the Chicago Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of Chicago. Closure of all or any part of any public street or alley during demolition or construction shall be subject to review and approval of the Chicago Department of Transportation.
8. For purposes of floor area and floor area ratio ("F.A.R.") calculations, the definitions of the Chicago Zoning Ordinance shall apply, except that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, floor area devoted to mechanical equipment located on the roof, and mechanical equipment within the building that occupies a contiguous area of one thousand (1,000) square feet or more shall be excluded.
9. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with the Site Plan and Building Elevations attached hereto and made a part of this Planned Development.
10. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon written application and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by the Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611-A of the Chicago Zoning Ordinance.
11. Chicago Province 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. Chicago Province shall use its best and reasonable efforts to design, construct and maintain the building located within the Planned Development in a manner generally

consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Chicago Province has agreed to install a green roof on at least fifty percent (50%) of the net available roof area which is approximately five thousand three hundred (5,300) square feet.

12. Chicago Province 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. Plans for the building 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. Substantial construction of the development contemplated by this Planned Development must commence within six (6) years following city council approval of this Planned Development. If a building permit is not obtained, or completion of the improvements is not diligently pursued, this Planned Development shall expire and the zoning of the Property shall revert to the pre-existing classification of B1-3, Neighborhood Shopping District.

[Ground Floor Plan referred to in these Plan of Development
Statement unavailable at time of printing.]

[Existing Zoning and Street System Map; Existing Land-Use Map;
Property Line/Planned Development Boundary Line Map;
Site Plans; Landscape/Greenroof Plan; Building
Elevations; and Demolition Plan Referred
to in these Plan of Development
Statements printed on
pages 17802 through
17811 of this
Journal.]

Bulk Regulations and Data Table, Application to the Chicago Plan Commission and Description of 2050 -- 2058 North Clark Street referred to in these Plan of Development Statements read as follows:

Bulk Regulations And Data Table.

Net Site Area:	15,760 square feet
Area in the Public Right-of-Way:	6,190 square feet
Gross Site Area:	21,950 square feet
Maximum Floor Area Ratio:	3.0
Setbacks from Property Line:	0 feet
Minimum Number of Parking Spaces:	10
Minimum Number of Loading Berths:	0
Maximum Floor Area Ratio:	50 feet

Application Number 529

City Of Chicago

An Application To The Chicago Plan Commission

Under The Lake Michigan And

Chicago Lakefront Protection Ordinance.

(This Application Must Be Typewritten)

The Chicago Plan Commission has provided this Application Form in accordance with Section 194B-6.1 (a) of the Lake Michigan and Chicago Lakefront Protection Ordinance. The Conditions under which the provisions of this Ordinance are applicable are stated in Section 194B-5.1 of the Ordinance. The process of Plan Commission review and public hearing on each proposal within the Lake Michigan and Chicago Lakefront Protection District will commence with the Applicant's submission to the Chicago Plan Commission of a completed Application Form and the required proof of notice. Strict compliance with Section 194B-6.1(c) is required.

The staff of the Department of Planning is available to provide technical assistance to the Applicant, before preparation of his application, during the processing stages, and to review the application at submission to the Chicago Plan Commission. Copies of the Ordinance and this Application Form and examples of forms for both notification and proof of notice, are available from the Commissioner of Planning, in Room 1003, Lakefront Unit, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602. Phone: (Omitted For Printing Purposes)

This application form consists of five (5) parts on seventeen (17) pages:

- Part One: General Information
- Part Two: Character of Proposal
- Part Three: Zoning Information
- Part Four: Potential Impact of Proposal (2 Sections)
- Part Five: Disclosure Forms (6 Sections)

A copy of this Application will be available for public inspection in the office of the Commissioner of Planning, Room 1000, five (5) days prior to the date of which the public hearing on this Application before the Chicago Plan Commission is to commence.

-Section Below For Office Use Only-

Date of receipt in D.P: _____	ZBA action necessary? ____ yes ____ no
In Buildings: _____	Type and Status _____
Date of Applicant Notice to taxpayers of record: _____	Disclosure necessary? ____ yes ____ no
Date set for public hearing: _____	Simultaneous Planned Development processing ____ yes ____ no
Date on which Plan Commission published newspaper notice: _____	Previous Application this address? ____ yes ____ no; number _____
Date of publication of report of Commissioner of D.P.: _____	Zoning map amendment? ____ yes ____ no

	Disposition
Date forwarded to: DIS ____: DSS ____:	Approved _____
DPW:____Pk. D.____:	Disapproved _____
Other: _____	Continued _____, to: _____
_____	Date Applicant notified of decision _____

Site Address: 2050 -- 2058 North Clark Street.

Guidelines For Completing Part One Of The Application.

Part One of this Application provides general information to the Plan Commission for use in preparing its public notices of the proposal set forth in the Application and in preparing its review of that proposal.

1. The date entered in I should be the date on which the Application is filed.
2. The location of the site of the proposal should be given by street address; if there is no address, the location must be described in relation to existing streets, rights-of-way or other fixed points of reference.
3. The Applicant must state his own name, address and telephone number and the name, address and telephone number of the owner of the subject property. The Applicant must be either the owner of the subject property or his duly authorized agent or representative, and, if the Applicant is an agent or representative, the Applicant must submit proof to the Commission that he is authorized to represent the owner of the subject property.

Whenever the ownership of the subject property is complex -- a partnership, corporation, land trust or association -- the Applicant shall so indicate. Further, the Commission may require disclosure of all real parties of interest in the subject property.

4. The description of a proposal should include, at a minimum, types of land uses and space uses, floor area, number of dwelling units and height of proposed structures in feet or stories. Additional concise information may also be included.
5. Under the provisions of Section 194B-6. 1 of the Lake Michigan and Chicago

Lakefront Protection Ordinance, the Applicant must submit to the Commission at the time of filing an Application a list of the names and last known addresses of the owners of all property on which notice must be served, the method of service employed, the names and addresses of persons so served, and a statement certifying that the Applicant has complied with the noticing provisions of Section 194B-6.1(c) of the Lake Michigan and Chicago Lakefront Protection Ordinance. The Commission will not accept an application unless and until the Applicant furnishes the required list and certificate.

6. If there are any other approvals required from other public agencies before the Applicant can proceed with his proposal, they should be listed; except that other City of Chicago licenses and permits may be omitted as items requiring listing herein. If no other approvals are required, enter "None" under VI A. Examples of items which should be listed include approval of F.H.A. financing, a United States Corps of Engineers permit, Federal Aviation Authority Approval, among others.

Part One.

General Information.

- I. Date of Application: July 19, 2007.
- II. Address or location of the Site of the Proposal: 2050 -- 2058 North Clark Street
- III. Information on the applicant and the owner
 - A. Applicant
 1. Name: Chicago Province of the Society of Jesus Phone: (Omitted for printing purposes)
 2. Address 2050 North Clark Street, Chicago, Illinois 60614_____
 - B. Owner
 1. Name: _____ Same _____ Phone: _____
 2. Address: _____

C. If the applicant is not the owner, check here ☐ that proof has been attached to this application that the applicant is the duly authorized agent or representative of the owner.

D. If the ownership of the subject property is complex, the Applicant shall indicate the type of ownership:

1. ☐ Land Trust 2. ☐ Partnership or Association
3. ☐ Corporation 4. ☒ Illinois not-for-profit corporation

IV. Brief Description of the Proposal: Applicant proposes to construct a new four (4) story building, renovate an existing building, and unite the two (2) buildings into a single-use building. The building will be used by the Applicant as administrative offices with accessory uses.

V. The noticing provisions of Section 194B-6.1(c) have been completed as they apply to the Applicant: Check here XXX.

VI. The Applicant must also obtain the following approvals in addition to the approval of the Plan Commission:

A. Nature of Approval: Planned Development Application introduced by the City of Chicago, Alderman Vi Daley

B. Agency: Plan Commission and City Council _____

C. Nature of Approval: _____

Agency: _____

D. Nature of Approval: _____

Agency: _____

Address: 2050 -- 2058 North Clark Street

Guidelines For Completing Part Two Of The Application.

All graphic materials must be submitted in an (8.5 inches by 11 inches) format and must be suitable for clear and sharp, black and white reproduction. Each map or diagram should have a scale and a north arrow. Each sheet of graphic material must be labeled with the appropriate figure number. If there are multiple sheets comprising one figure -- for example figure 4 -- those sheets should be labeled consecutively, for example Figure 4-1, Figure 4-2, et cetera and each sheet should contain the address of the site of the proposal in the lower left corner.

For Figure 1, the Applicant should consider the "vicinity of the site" to be at least as extensive as the area for which he is required to give notice plus any intervening streets or other public rights-of-way.

For Figures 3 and 4, the Applicant should consider that "recreation areas" and "recreation space and facilities" include game courts, swimming pools and pool areas, game rooms, exercise rooms, party rooms, community rooms, observation decks and sun decks.

The required narrative statement should describe the features of the proposed development, including size and mix of dwelling units, mix of uses on the site, et cetera. It should present a basic rationale for the development.

For Figure 6, the applicant is urged to provide any materials at (8.5 inches by 11 inches) which will facilitate the review of his application.

Part Two.

Character Of The Proposal.

This portion of the Application must be completed by attaching the following items, correctly sized and labeled, to the Application:

- I. Figure 1: A Map of the Vicinity of the Site showing Lake Michigan, lakefront parks, preferential streets, schools, parks, major institutions. All streets on this map should be named, and the outline and height on all structures on properties immediately adjacent to the site of the proposal must be shown.
- II. Figure 2: A Map of the Existing Site showing locations and dimensions of lot lines; contour intervals (five (5) foot) ; existing structures, walkways, driveways and special features.

- III. Figure 3: The Proposed Site Plan showing locations and dimensions of proposed structures, driveways and walkways; proposed exterior parking areas; proposed exterior open space and recreation areas.
- IV. Figure 4: Proposed Floor Plans including the ground floor, a typical floor, any floor with recreation space or facilities.
- V. Figure 5: An elevation or cross-section showing the height and number of stories for all proposed structures.
- VI. Narrative: A statement describing the Proposed Development.

In addition, the applicant is encouraged to provide additional graphic materials, visual aids; e.g., photographs, renderings, data tables, among others. Any such exhibits shall be labeled Figure 6.

Part Three.

Zoning Information.

The applicant shall provide the basic data on zoning considerations for the site of the proposal. Calculations may be shown below on this page and under IV. C.

- I. Is a planned development ordinance or an amendment to an existing planned development required or permitted for the subject site?

___ required X permitted ___ no

If a planned development approach is required, or if it is permitted and the Applicant chooses to seek a planned development amendment, the applicant is not required to complete the remainder of Part Three of this Application form.

This space for calculations _____

Address: 2050 -- 2055 North Clark Street.

II. Is Zoning Board of Appeals approval a variation or a special use either necessary or contemplated in relation to the applicant's proposal?

____ yes ____ no.

If "yes", please explain the nature of the approval. _____

III. Net Site Area and Existing Zoning District Classification (list that portion of the net site area in each):

District Classification	Area
A. _____	_____ square feet
B. _____	_____ square feet
C. _____	_____ square feet
D. Total Net Site Area	_____ square feet

IV. Dwelling Units:

A. Maximum units allowed

1. Without efficiency units: _____

2. With maximum percent of efficiency units: _____

B. Proposed number of units

1. Dwelling units: _____
2. Efficiency units: _____
3. Total units: _____

C. Does the applicant intend to increase allowable floor area by reducing the number of units constructed below the maximum allowed?

____ yes ____ no.

If "yes" there will be ____ units fewer than the maximum allowed, and the floor area ratio for the site will be increased by ____ %.

This space for calculations _____

Address 2050 -- 2058 North Clark Street

V. Bulk:

- A. Base Floor Area Ratio (F.A.R.), without bonuses: _____.
- B. Proposed F.A.R., include all bonuses: _____.
- C. List all bonuses used in computing B., above:
 1. _____
 2. _____

3. _____

D. Proposed Floor Area: _____ square feet.

E. Percentage of floor area devoted to interior recreation space, meeting rooms, et cetera: _____%.

VI. Off-Street Parking And Loading:

	Minimum Required	Number Proposed
A. Parking Spaces	_____	_____
B. Loading Docks	_____	_____

VII. Setbacks:

	Minimum	Proposed
A. Front	_____	_____
B. Side	_____	_____
C. Rear	_____	_____

Part Four.

Potential Impact Of The Proposal.

The Chicago Plan Commission requires that the applicant address the Fourteen Basic Policies of the Lakefront Plan of Chicago and the Thirteen Purposes of the Lake Michigan and Chicago Lakefront Protection Ordinance, as listed below, in a written statement to the Commission attached to this Application Form and labeled Part Four. The statement should indicate which policies or purposes are or are not applicable to the applicant's proposal, and, for those policies and purposes which are applicable, the statements should discuss the potential impact of the proposal.

I. Fourteen Basic Policies:

1. Complete the publicly owned and locally controlled park system along the entire Chicago lakefront.

Response: The proposal does not involve publicly owned land or the park system.

2. Maintain and enhance the predominantly landscaped, spacious and continuous character of the lakeshore parks.

Response: The proposal does not affect the lakeshore parks.

3. Continue to improve the water quality and ecological balance of Lake Michigan.

Response: This application will not affect the water quality or ecological balance of Lake Michigan. All infrastructure and building development will conform to all applicable regulations concerning water quality.

4. Preserve the cultural, historical and recreational heritage of the lakeshore parks.

Response: This proposal will respect the heritage of the lakeshore parks.

5. Maintain and improve the formal character and open water vista of Grant Park with no new above-ground structures permitted.

Response: The proposal is remote from and does not affect Grant Park.

6. Increase the diversity of recreational opportunities while emphasizing lake-oriented leisure time activities.

Response: The proposal will not offer any recreational opportunities.

7. Protect and develop natural lakeshore park and water areas for wildlife habitation.

Response: The site does not contain any part of a lakeshore park or water area. The wildlife habitation will not be impacted.

8. Increase personal safety.

Response: The proposal will add to the safety and security in the area by constructing a new building on a vacant parcel of land will maintain the streetwall with an active business use.

9. Design all lake edge and lake construction to prevent detrimental shoreline erosion.

Response: The proposal includes no lake edge or in-lake construction.

10. Ensure a harmonious relationship between the lakeshore parks and the community edge, but in no instance will further private development be permitted east of Lake Shore Drive.

Response: The site includes no land east of Lake Shore Drive.

11. Improve access to the lakeshore parks and reduce through vehicular traffic on secondary park roads.

Response: The proposal will not contribute to vehicular traffic on secondary park roads. There will be ten (10) parking spaces provided on site.

12. Strengthen the parkway characteristics of Lake Shore Drive and prohibit any roadway of expressway standards.

Response: The proposal does not include any roads and does not affect Lake Shore Drive.

13. Ensure that all port, water supply and public facilities are designed to enhance lakefront character.

Response: There are no port activities for the site. All water supply and public facilities will be designed to enhance the character of the lakefront.

14. Coordinate all public and private development within the water, park and community zones.

Response: The applicant is engaged in discussions with the City of Chicago Department of Planning, which is the coordinating agency for this location.

Part Four.

Potential Impact Of The Proposal.

II. Thirteen Purposes:

1. To promote and protect the health, safety, comfort, convenience, and the general welfare of the people, and to conserve our natural resources.

Response: The public health, safety and welfare will be promoted by the implementation of this proposal as it will provide infill development and replace a vacant lot where a building previously collapsed.

2. To identify and establish the Lake Michigan and Chicago Lakefront Protection District and to divide that District into several zones wherein any and all development or construction, as specified in Article V hereinafter, shall be specifically restricted and regulated.

Response: The site lies in the private use zone of the Lake Michigan and Chicago Lakefront Protection Ordinance. The applicant is complying with the requirements of the Lakefront ordinance by seeking approval hereunder for the proposed development in accordance with the policies and purposes set forth in the Lakefront Ordinance.

3. To maintain and improve the purity and quality of the waters of Lake Michigan.

Response: The proposal will have no adverse impact on the water quality of Lake Michigan.

4. To insure that construction in the Lake or modification of the existing shoreline shall not be permitted if such construction or modification would cause environmental or ecological damage to the Lake or would diminish water quality; and to insure that the life patterns of fish, migratory birds and other fauna are recognized and supported.

Response: There will be no construction activities in the Lake or modification of the shoreline. Neither ecological or environmental damage nor any adverse impact on water quality will result from this proposal.

5. To insure that the Lakefront Parks and the Lake itself are devoted only to public purposes and to insure the integrity of and expand the quantity and quality of the Lakefront Parks.

Response: The integrity of the Lakefront Parks and the Lake are respected in this proposal.

6. To promote and provide for continuous pedestrian movement along the shoreline.

Response: The site does not physically border the Lakefront shoreline.

7. To promote and provide for pedestrian access to the Lake and Lakefront Parks from and through areas adjacent thereto at regular intervals of one-fourth ($\frac{1}{4}$) mile and additional places wherever possible, and to protect and enhance vistas at these locations and wherever else possible.

Response: The proposal does not impact access to the Lake or the Lakefront Parks.

8. To promote and provide for improved public transportation access to the Lakefront.

Response: The proposal does not impact public transportation.

9. To insure that no roadway of expressway standards, as hereinafter defined, shall be permitted in the Lakefront Parks.

Response: The proposal does not include a roadway of any kind.

10. To insure that development of properties adjacent to the Lake or the Lakefront Parks is so defined as to implement the above-stated purposes, provided, however, that with respect to property located within the Private Use Zone as established by Article V, VI, and LX of this Ordinance, the permitted use, special use, lot area per dwelling unit, and floor area ratio provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, shall govern except where such provisions are in substantial conflict with the purposes of this Ordinance or the Fourteen Basic Policies of the Lakefront Plan of Chicago.

Response: The proposal will comply with all provisions of the Chicago Zoning Ordinance and is being reviewed as a planned development. The proposal will not conflict with the purposes and policies of the Lakefront Plan of Chicago.

11. To achieve the above-stated purposes, the appropriate public agency should acquire such properties or rights as may be necessary and desirable.

Response: N/A

12. To define and limit the powers and duties of the administrative body and officers as provided herein.

Response: N/A

13. Nothing contained in the Lake Michigan and Chicago Lakefront Protection Ordinance shall be deemed to be a waiver or consent, license

or permit to use any property or to locate, construct or maintain any building, structure or facility or to carry on any trade, industry, occupation or activity which may be otherwise required by law.

Response: The applicant will fully comply with all applicable laws and further understands that any approval under the Lakefront Protection Ordinance will not constitute final approval to construct the proposed building.

Description Of 2050 -- 2058 North Clark Street.

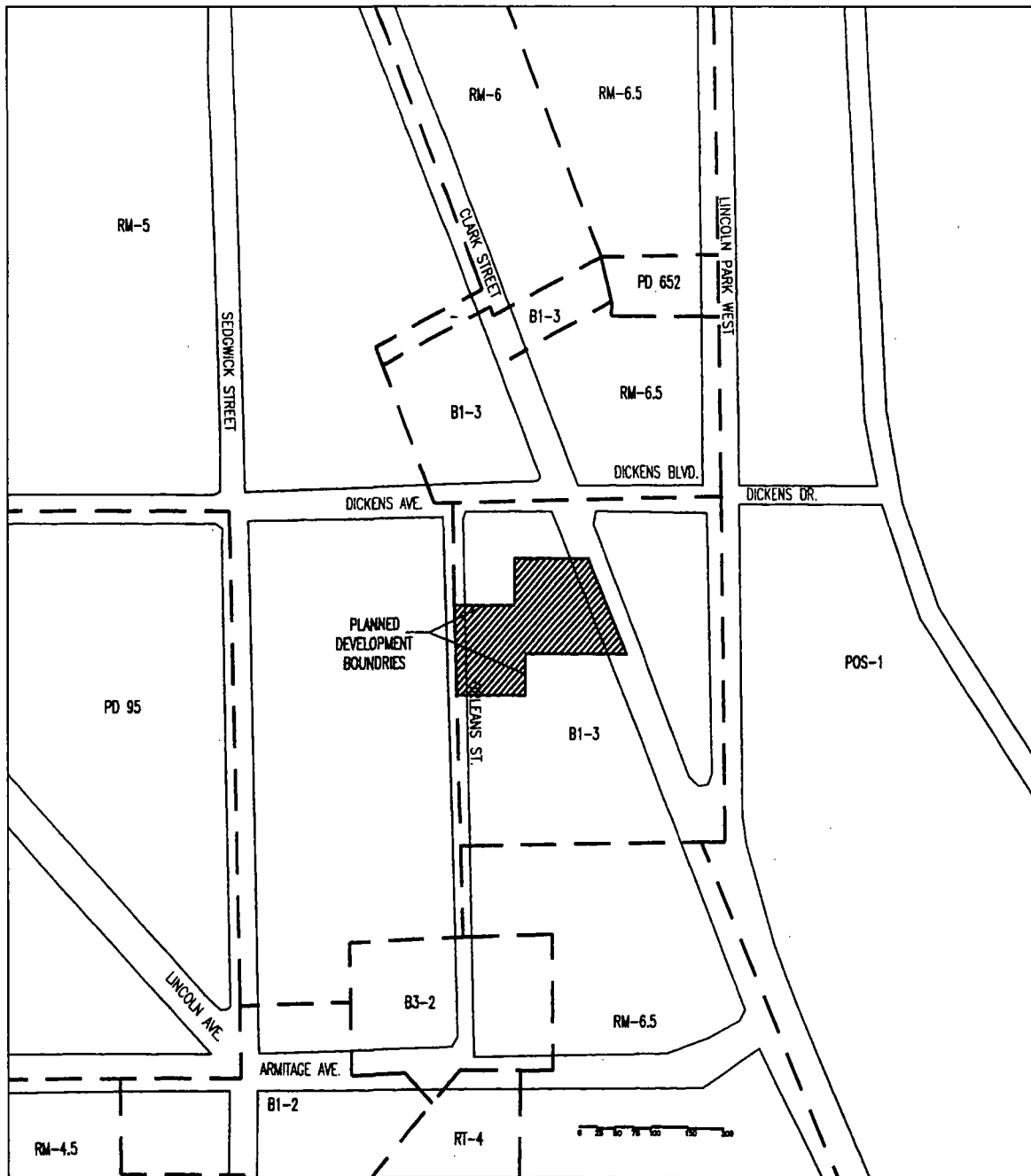
The property is owned by the Chicago Province of the Society of Jesus ("Chicago Province"), an Illinois not-for-profit corporation. The property is located in the Private Use Zone of the Lake Michigan and Chicago Lakefront Protection Ordinance. An application for a planned development has been filed by the City of Chicago, by Alderman Vi Daley, on behalf of the Chicago Province.

The site is an irregular-shaped lot containing fifteen thousand seven hundred sixty (15,760) square feet. The property lies between North Clark Street on the east, and North Orleans Street on the west. The portion of the property along North Clark Street is vacant, as the building which previously occupied the site collapsed. The building that fronts on North Orleans Street is a one-story structure that will remain. The building is currently used as administrative offices for the Chicago Province. Ten (10) parking spaces are on-site and are accessed from North Orleans Street.

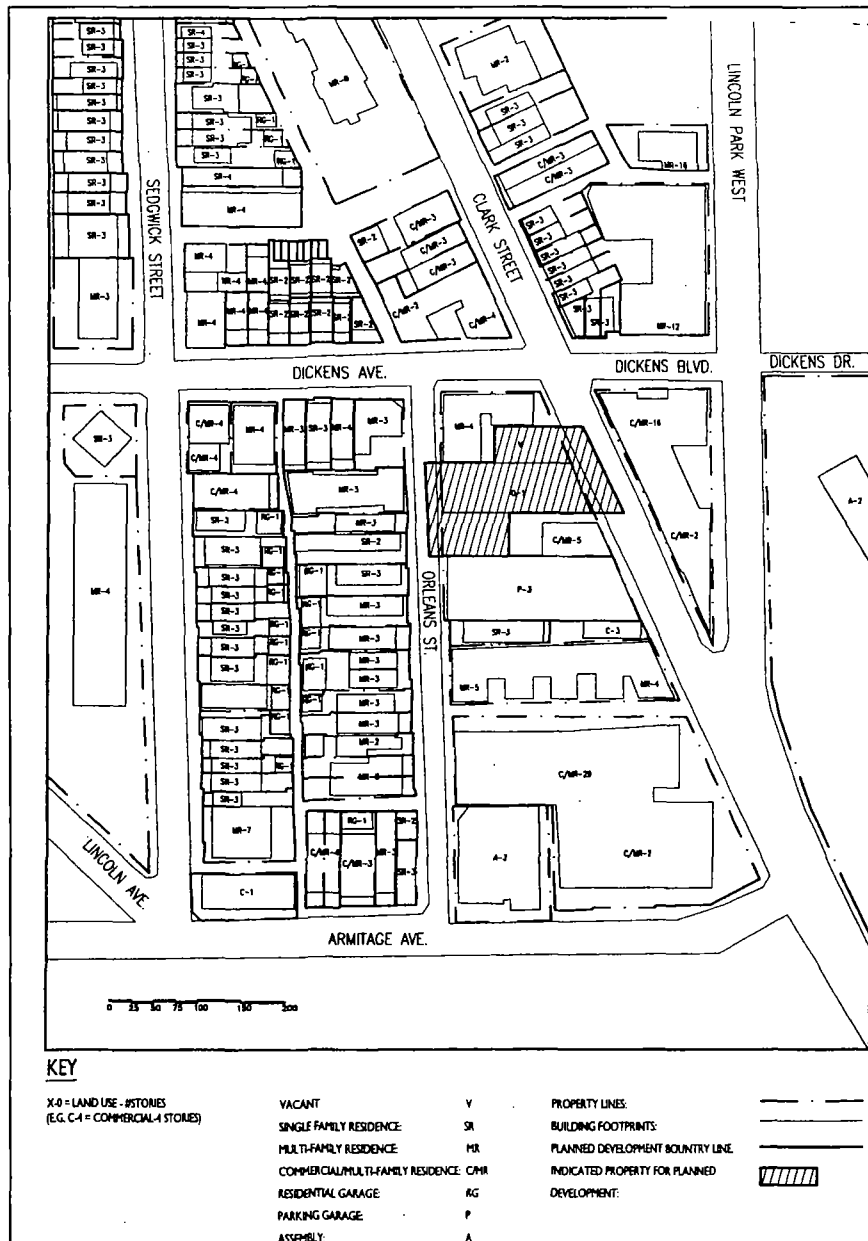
The proposed development of the site includes a new three-story building along Clark Street, with a partially enclosed fourth-level roof deck. The one-story building on North Orleans Street will be renovated and incorporated into the development. The use of the building will remain as administrative offices for the Chicago Province, providing office space for approximately twenty-two (22) people. In addition to the office space, there will be a small chapel on the second-floor and fourteen (14) guest rooms for visiting members of the Province of the Society of Jesus. The ten (10) parking spaces on site will remain, but the parking lot will be improved with landscaping.

The zoning of the site is B1-3 Neighborhood Shopping District. The permitted floor area ratio ("F.A.R.") is 3.0, which would permit a development of over forty-seven thousand (47,000) square feet. The proposed development will contain approximately twenty-five thousand (25,000) square feet with an F.A.R. of approximately 1.6, well under the development potential of the site.

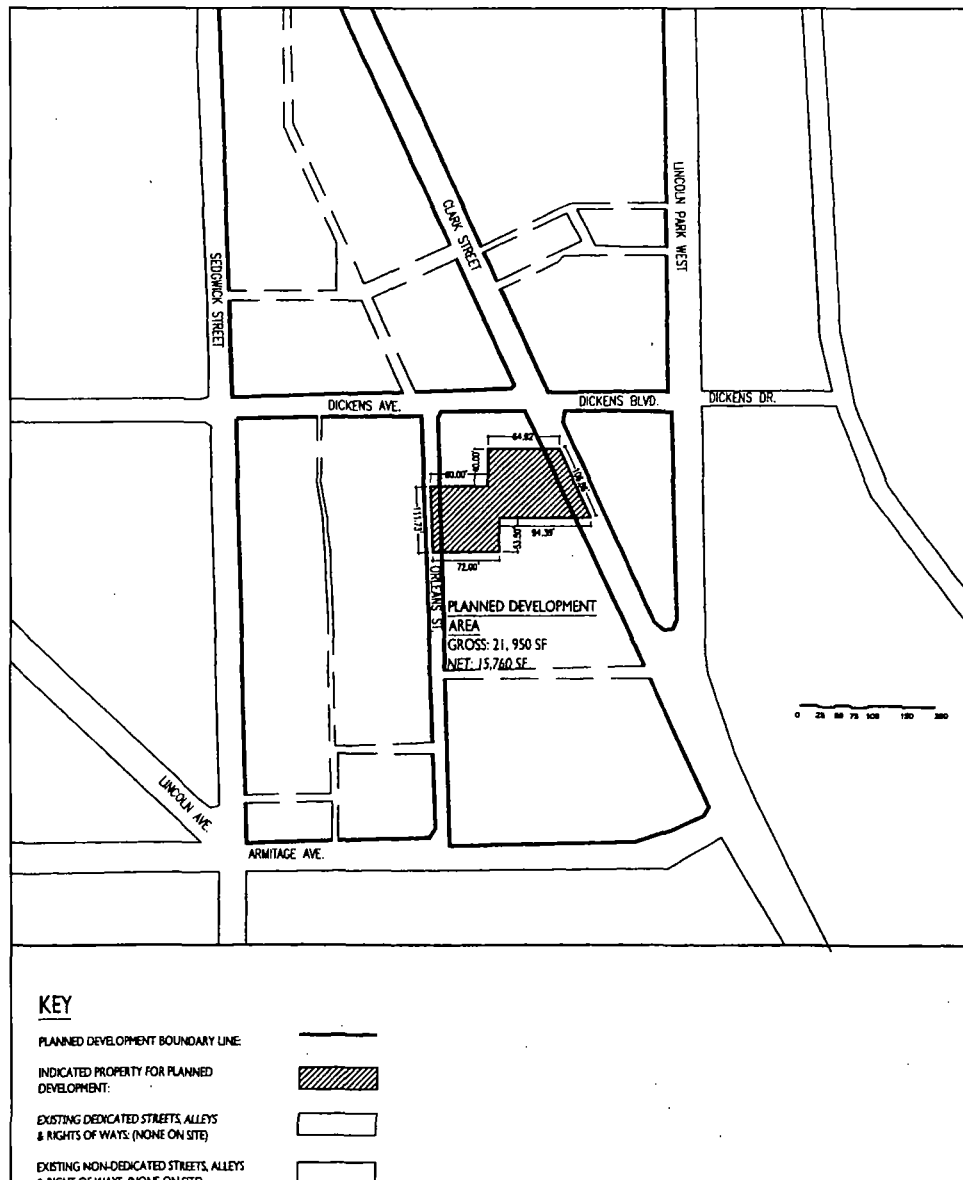
Existing Zoning And Street
System Map.



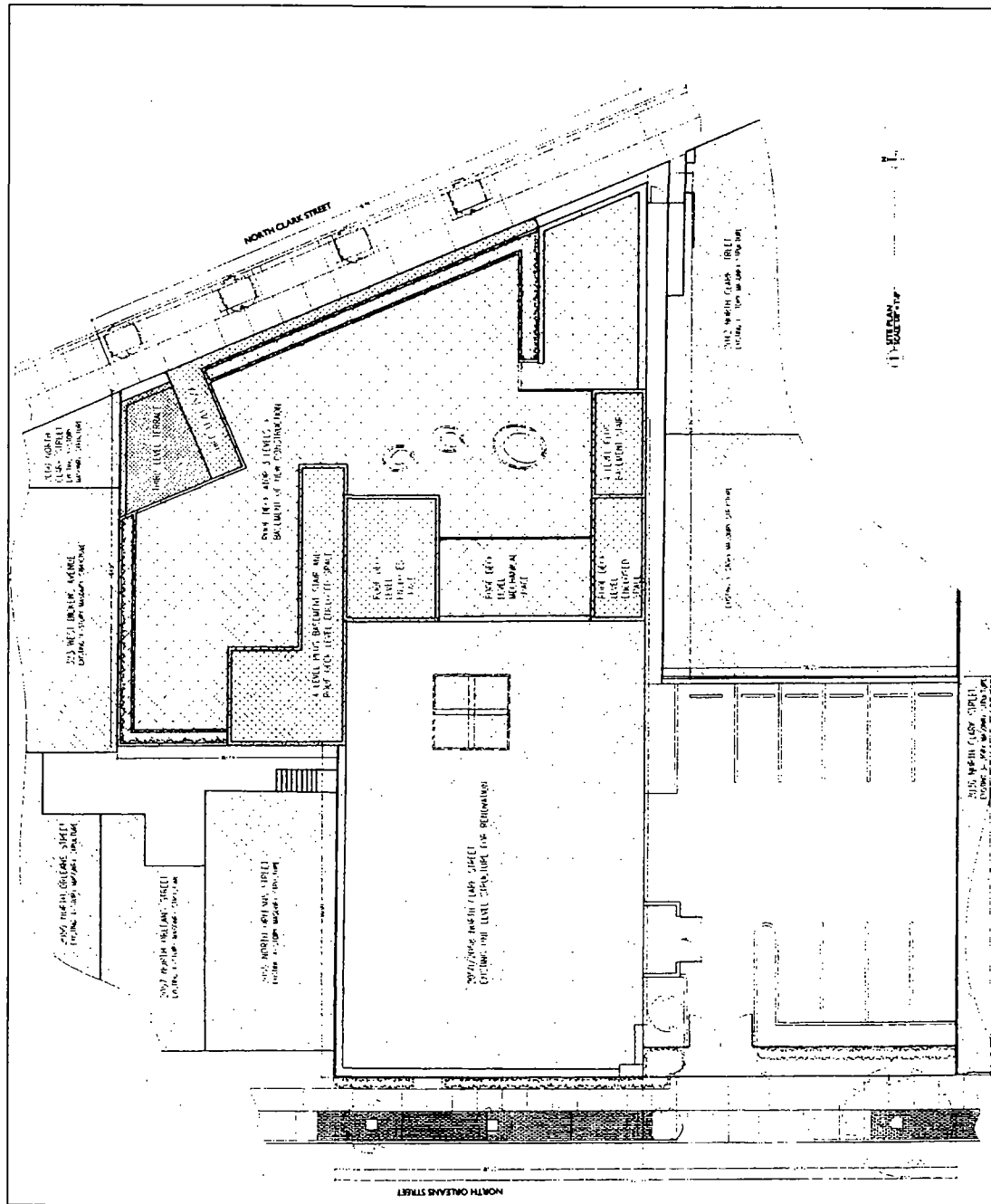
Existing Land-Use Map.



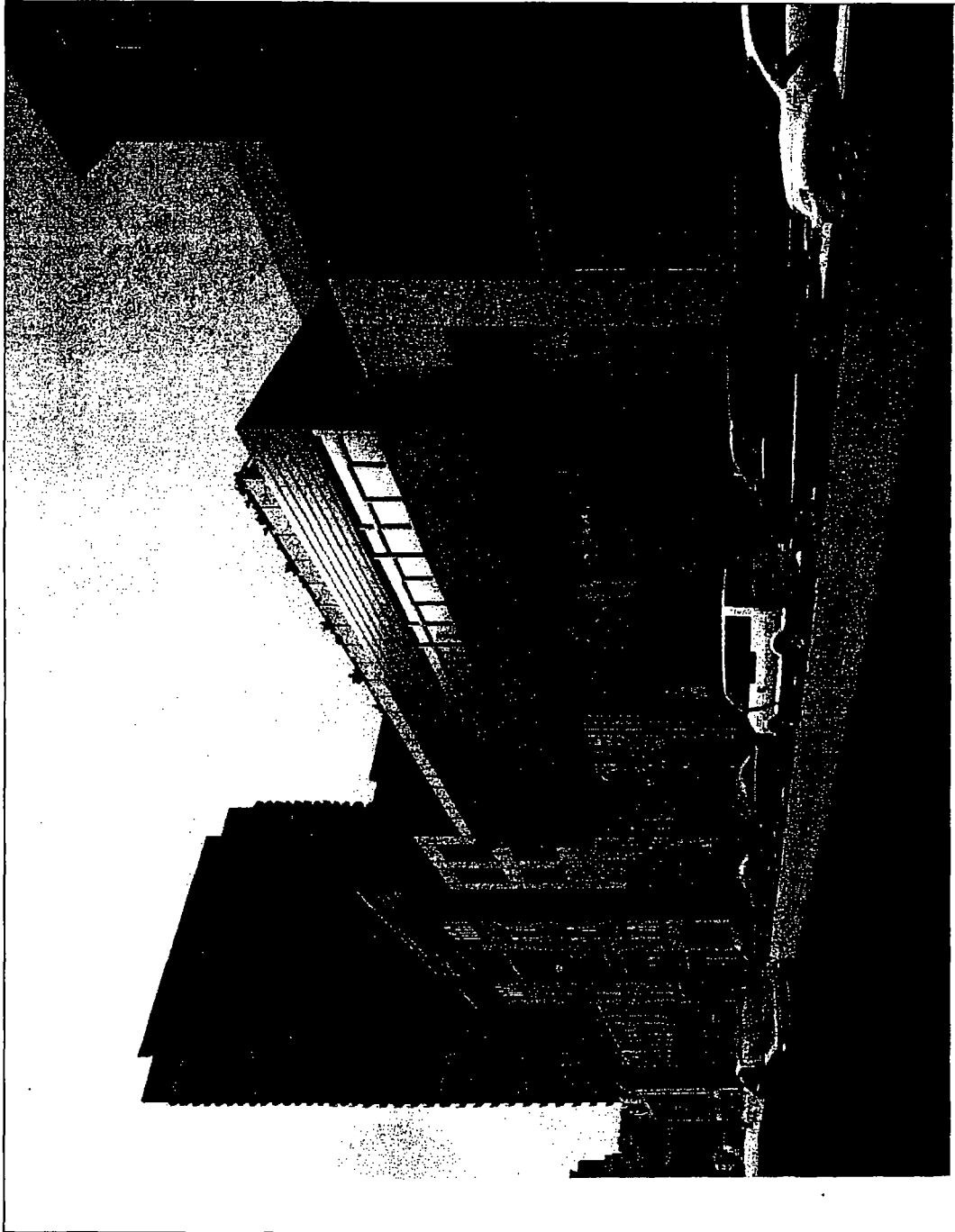
Property Line/Planned Development
Boundary Line Map.



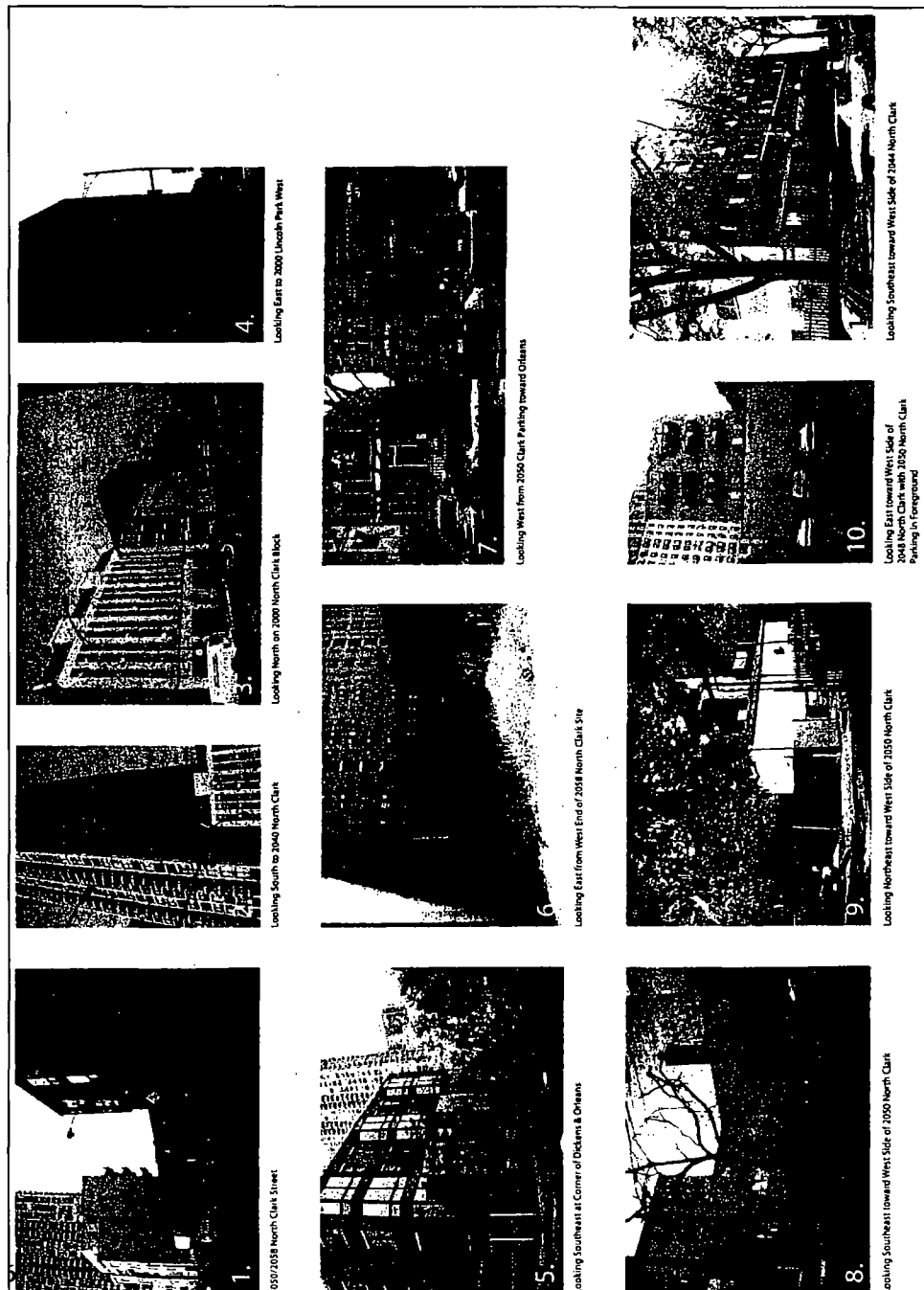
Site Plan.



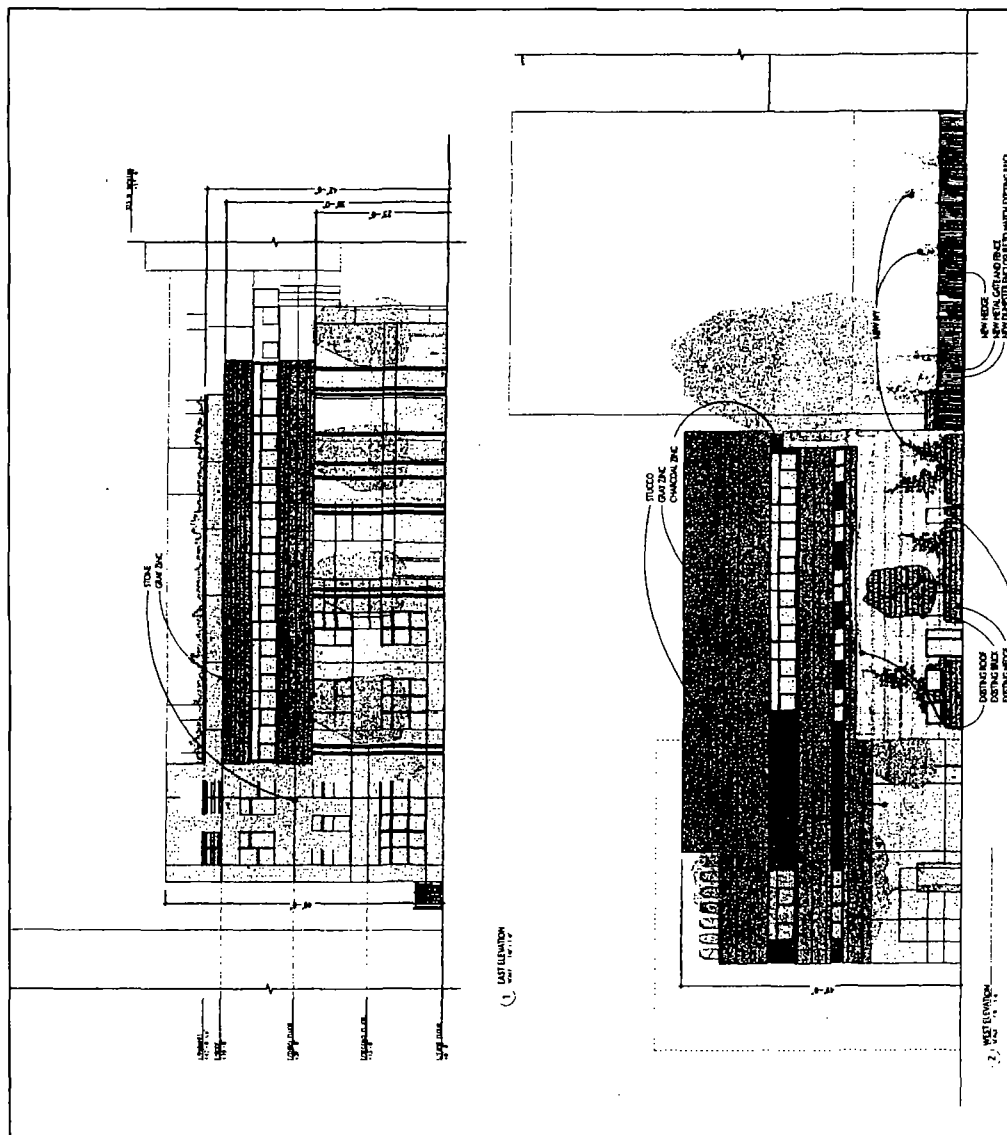
Ground Photo.
(Page 1 of 2)



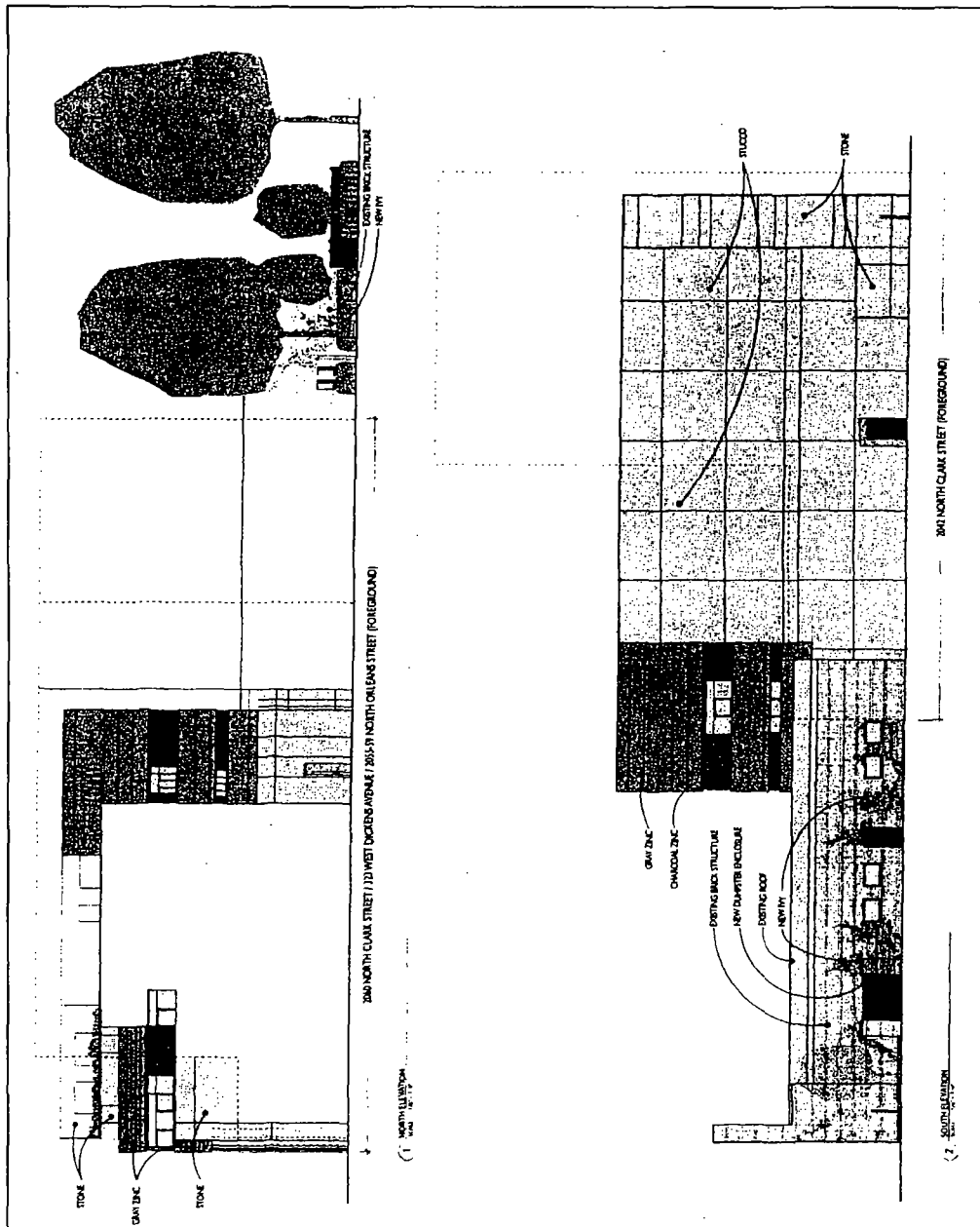
Ground Photos.
(Page 2 of 2)



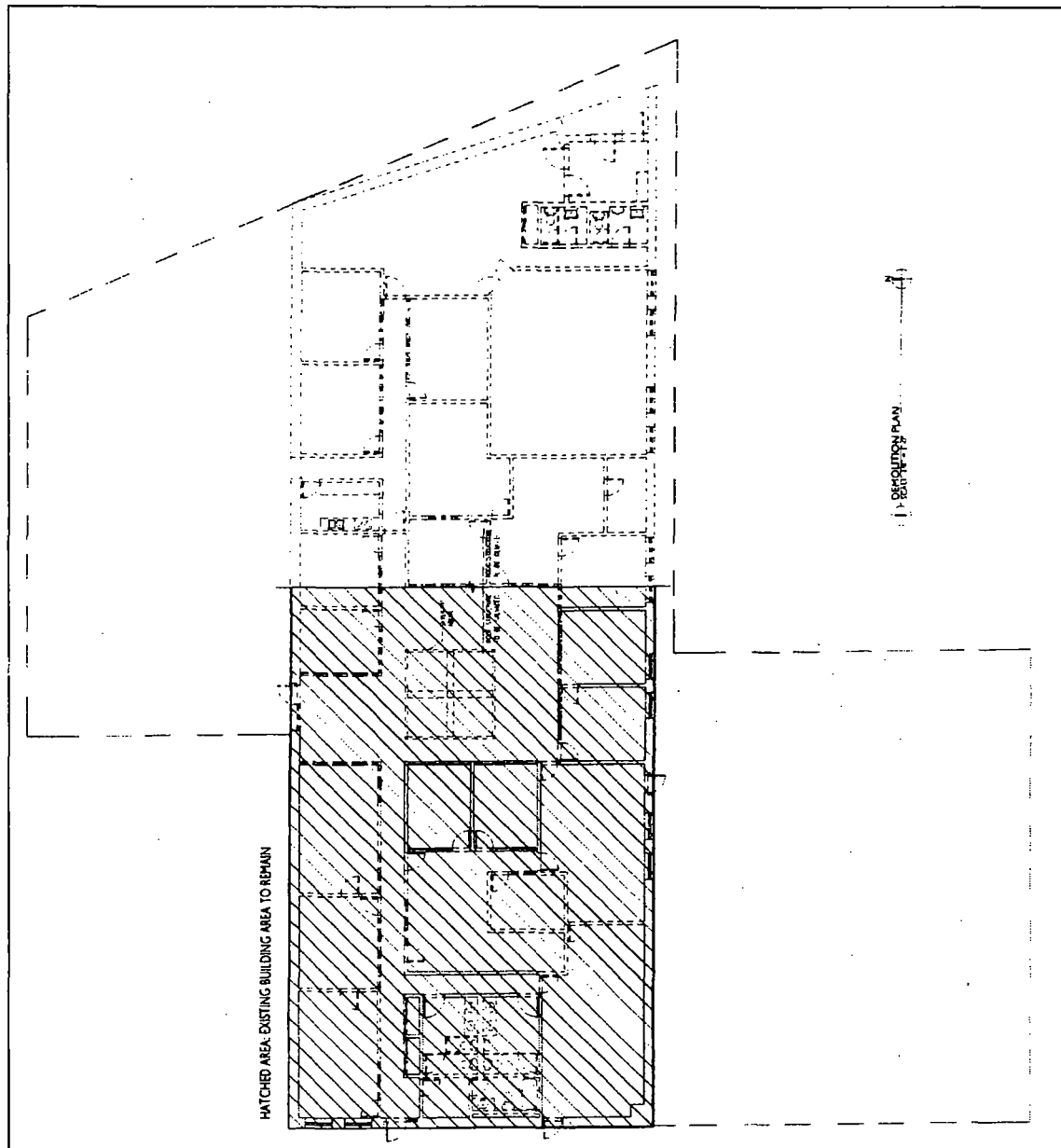
Building Elevations.
(Page 1 of 2)



Building Elevations.
(Page 2 of 2)



Demolition Plan.



Reclassification Of Area Shown On Map Number 6-F.
(As Amended)
(Application Number A-7263)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C2-2 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 6-F in the area bounded by:

a line 25 feet south of and parallel to West 30th Street; the public alley next east of and parallel to South Halsted Street; a line 125 feet south of and parallel to West 31st Street; and South Halsted Street,

to those of an RS1 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 6-I.
(Application Number 16388)

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 RS1 Residential Single-Unit (Detached House) District symbols as shown on Map Number 6-I in the area bounded by:

West 23rd Place; a line 144 feet east of and parallel to South Washtenaw Avenue; the public alley next south of and parallel to West 23rd Place; and a line of 120 feet east of and parallel to South Washtenaw 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 7-H.
(As Amended)
(Application Number A-7060)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 84 feet north of and parallel to the public alley next north of and parallel to West Fullerton Avenue; North Ashland Avenue; a line 59 feet north of and parallel to the public alley next north of and parallel to West Fullerton Avenue; and the public alley next west of and parallel to North Ashland Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-I.
(Application Number 16397)

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 7-I in the area bounded by:

a line 200.15 feet south of and parallel to West George Street; North Maplewood Avenue; a line 225.15 feet south of and parallel to West George Street; and the public alley next west of and parallel to North Maplewood Avenue,

to those of an RS3 Residential Single-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-N.
(Application Number 16329)

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 7-N in the area bounded by:

a line 120 feet north of and parallel to West Medill Avenue; the alley next east of and parallel to North Newland Avenue; a line 60 feet north of and parallel to West Medill Avenue; and North Newland Avenue,

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-E.
(Application Number A-7262)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 8-E in the area bounded by:

a line 75 feet south of and parallel to West 37th Place; South Michigan Avenue; a line 110 feet south of and parallel to West 37th Place; and the public alley next west of and parallel to South Michigan 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 8-F.
(Application Number 16391)

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 8-F in the area bounded by:

a line 97 feet north of and parallel to West 33rd Street; the alley next east of and parallel to South Shields Avenue; West 33rd Street; and South Shields Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 8-G.
(Application Number A-7268)

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 8-G in the area bounded by:

a line 152.6 feet north of and parallel to West 34th Place; South Halsted Street;
a line 78 feet north of and parallel to West 34th Place; and the public alley next west of and parallel to South Halsted Street,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-G.
(Application Number 16392)

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

SECTION 1. That the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 9-G in the area bounded by:

the alley next north of West Belmont Avenue; North Racine Avenue; West Belmont Avenue; and a line 123 feet west of and parallel to North Racine 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 9-I.
(Application Number 16370)

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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-I in the area bounded by:

the public alley next north of and parallel to West Byron Street; a line 50.65 feet east of and parallel to North Campbell Avenue; West Byron Street; and a line 25.65 feet east of and parallel to North Campbell 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 10-E.
(Application Number A-7276)

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 C2-1 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 10-E in the area bounded by:

a line 82.5 feet north of and parallel to East 47th Street; a line 96.6 feet west of South Vincennes Avenue (as measured along the north right-of-way line of East 47th Street and perpendicular thereto); East 47th Street; and the alley next west of South Vincennes Avenue,

to those of a B3-1 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 11-H.
(Application Number 16363)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 242.29 feet southeast of the intersection of West Lawrence Avenue and North Lincoln Avenue (as measured from the westerly right-of-way of North Lincoln Avenue and perpendicular thereto); North Lincoln Avenue; a line 292.29 feet southeast of the intersection of West Lawrence Avenue and North Lincoln Avenue (as measured from the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto); the alley next west of North Lincoln Avenue; a line 250.75 feet south of and parallel to West Lawrence Avenue or (the north boundary line of the alley next south of and parallel to West Lawrence Avenue); and a line 11.43 feet long starting at a point at the east boundary line of the public alley next west of North Lincoln Avenue and ending at a point 11.43 feet east of the boundary line of the alley next west of North Lincoln Avenue and 73.37 feet southwest of the west line of North Lincoln Avenue (as measured from the southwest boundary line of North Lincoln Avenue at a point 242.29 feet southeast of the south boundary line of West Lawrence Avenue),

to those of a B1-2 Neighborhood Shopping 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.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number A-7270)

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 11-H in the area bounded by:

a line 160 feet east and parallel to North Western Avenue; a line 103.65 feet north of and parallel to West Berteau Avenue; a line 81 feet west of and parallel to North Oakley Avenue; and West Berteau Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number A-7271)

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 11-H in the area bounded by:

West Hutchinson Street; a line 81 feet west of and parallel to North Oakley Avenue (as measured along the north line of West Berteau Avenue); a line 103.6 feet north of and parallel to West Berteau Avenue; a southwesterly line 134.47 feet long starting at the intersection of West Hutchinson Street and North Claremont Avenue at a point 326.35 feet west of the west boundary line of North Oakley Avenue if extended (the 326.35 feet measured along the south boundary line of West Hutchinson Street); and ending at a point 417 feet west of the west line of North Oakley Avenue (as measured along the north boundary line of West Berteau Avenue) and 103.65 feet north of the north boundary line of West Berteau Avenue; and North Claremont Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number A-7272)

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 11-H in the area bounded by:

West Hutchinson Street; North Oakley Avenue; West Berteau Avenue; and a line 81 feet west of and parallel to North Oakley Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-K.
(Application Number A-7264)

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 11-K in the area bounded by:

West Sunnyside Avenue; North Kenneth Avenue; a line 191 feet north of and parallel to West Montrose Avenue; and a line 156.50 feet west of and parallel to North Kenneth Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-K.
(Application Number A-7265)

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 11-K in the area bounded by:

West Sunnyside Avenue; a line 156.5 feet east of and parallel to North Kenneth Avenue; a line 141.42 feet north of and parallel to West Montrose Avenue; and North Kenneth Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 12-E.
(Application Number 16359)

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 12-E in the area bounded by:

a line 300 feet north of and parallel to East 55th Street; the public alley next east of and parallel to South Wabash Avenue; a line 250 feet north of and parallel to East 55th Street; and South Wabash Avenue,

to those of an M1-2 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 12-E.
(Application Number A-7275)

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 RM5 Residential Multi-Unit District, B1-3 Neighborhood Shopping District and B3-3 Community Shopping District symbols and indications as shown on Map Number 12-E in the area bounded by:

East 54th Street; South Dr. Martin Luther King, Jr. Drive; East Garfield Boulevard; and South Prairie 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 15-I.
(Application Number A-7266)

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 15-I in the area bounded by:

West Glenlake Avenue; the public alley next east of and parallel to North Artesian Avenue; a line 256 feet north of and parallel to the public alley next north of and parallel to West Peterson Avenue; and North Artesian Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance take effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number A-7267)

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 15-I in the area bounded by:

a line 102 feet north of and parallel to West Glenlake Avenue; the public alley next east of and parallel to North Artesian Avenue; West Glenlake Avenue; and North Artesian Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 22-B.
(Application Number 16367)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 22-B in the area bounded by:

East 88th Street; the Baltimore, Pittsburgh and Chicago Railroad right-of-way; East 89th Street; and South Baltimore Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 22-F.
(Application Number 16269)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 22-F in the area bounded by:

West 90th Street; South Eggleston Avenue; a line 100 feet south of and parallel to West 90th Street; and the public alley next west of and parallel to South Eggleston 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 26-A.
(Application Number 16387)

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 as shown on Map Number 26-A in the area bounded by:

East 106th Street; a line 121 feet next east of and parallel to South Green Bay Avenue; the public alley next south of and parallel to East 106th Street; and a line 97 feet next east of and parallel to South Green Bay Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 28-E.
(Application Number A-7261)

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 B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 80 feet north of and parallel to East 112th Place; South Michigan Avenue; East 112th Place; and the public alley next west of and parallel to South Michigan Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 28-F.
(Application Number A-7280)

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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 28-F in the area bounded by:

a line 134.4 feet south of and parallel to East 113th Street; South Michigan Avenue; a line 160.4 feet south of and parallel to East 113th Street; and the public alley next west of and parallel to South Michigan Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes 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, The Honorable Miguel del Valle, City Clerk and Aldermen Fioretti, Burke, Foulkes, Rugai, Brookins, Ocasio, Carothers, Reyboyas, Suarez, Mell, Colón, Allen, Laurino, O'Connor, Levar 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyas, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. ROBERT D. BOYLE.

WHEREAS, The Members of this Chamber were deeply saddened to learn of the

death on November 30, 2007, at age seventy-one, of Robert D. Boyle, a prominent attorney and public servant; and

WHEREAS, Raised on the northwest side of Chicago, Mr. Boyle attended Saint Ignatius College Prep, where he was a star sprinter. Mr. Boyle contributed to the school's 1953 Catholic League championship in track and field; and

WHEREAS, Mr. Boyle won an athletic scholarship to attend Loyola University, where he earned his bachelor's and law degrees; and

WHEREAS, In 1962, Mr. Boyle started his legal career as an assistant prosecutor at the Cook County State's Attorney's Office. A fair, honest and hard-working prosecutor, in 1969 Mr. Boyle became the chief of the criminal division; and

WHEREAS, In 1970, Mr. Boyle started his own legal practice at Murphy & Boyle, Chartered, a law firm that he established with his friend. Specializing in corporate law, which he practiced for thirty-seven years, Mr. Boyle attained a reputation as an expert in banking and hospital administration law; and

WHEREAS, In 2002, Mr. Boyle was appointed by Judge Paul Biebel, Jr., as first assistant to special prosecutor Edward Egan in order to investigate allegations of use of torture by police detectives in the 1980s; and

WHEREAS, A proficient attorney, Mr. Boyle was known for his exceptional trial acumen, expertise and professionalism. He was also a wonderful mentor who always wanted to see young lawyers succeed; and

WHEREAS, A man of profound faith and compassion, Mr. Boyle devoted much of his spare time to assisting various charities, including Queen of All Saints Parish, Saint Ignatius College Prep, Thorek Hospital Medical Center and Mercy Hospital; and

WHEREAS, A truly exemplary human being whose dedication to the law profession and public service never waned, Mr. Boyle will always be remembered as a distinguished son of Chicago; and

WHEREAS, Robert D. Boyle is survived by his wife, Mary Joan; his sons, Robert, James, Thomas, and William; his daughters, Megan Biasco and Kathleen Boyle; his fourteen grandchildren, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twelfth day of December, 2007, do hereby honor the life and memory of Robert D. Boyle, and extend our heartfelt condolences to his family; and

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

Presented By

**THE HONORABLE RICHARD M. DALEY, MAYOR,
And OTHERS:**

GOVERNOR ROD BLAGOJEVICH AND ILLINOIS GENERAL ASSEMBLY
URGED TO APPROVE LEGISLATION TO FUND LONG-TERM
FINANCIAL STABILITY FOR CHICAGO
TRANSIT AUTHORITY.

A resolution, presented by The Honorable Richard M. Daley, Mayor and Aldermen Flores, Fioretti, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Olivo, Foulkes, Thompson, Lane, Rugai, Muñoz, Zalewski, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Reilly, Daley, Tunney, Levar, Schulter, M. Smith, Moore, reading as follows:

WHEREAS, Currently the Chicagoland area is ranked second in the nation for traffic congestion, which causes \$4.2 Billion every year to be wasted in lost time and spent fuel. Without a modern well-funded transit system, traffic congestion will only increase, causing additional wasted time and money; and

WHEREAS, The Chicago Transit Authority (C.T.A.), the nation's second largest public transportation system, provides vital transportation to the City of Chicago and forty surrounding communities, making it a truly regional transit agency; and

WHEREAS, On an average weekday, nearly 1.6 million C.T.A. customers use the C.T.A. to get to work and school, obtain medical care, provide care to the elderly and infirm, and attend to the needs of their families; and

WHEREAS, The Chicago metropolitan region's public transportation system, which includes the C.T.A., Metra and PACE, is a regional asset that must be maintained if the economy of our city, region and state is to be healthy; and

WHEREAS, The current funding formula for public transportation, established in 1983, is badly outdated and does not reflect modern realities. A recent audit by the Illinois Auditor General confirmed that transit funding, which has not even kept pace with inflation, has lagged needs for many years; and

WHEREAS, Given the way public transportation is structured in Illinois, no single city or county has the resources to provide a sustainable source of revenue for such an expansive regional transportation system, and only the State Government has the ability to provide the long-term funding solution that is needed; and

WHEREAS, The Metropolitan Mayors Caucus, a coalition of two hundred seventy-two municipalities in Northeastern Illinois, has consistently supported and advocated for a comprehensive, long-term solution to the mass transit funding crisis; and

WHEREAS, In an effort to provide for the long-term financial stability of the transit system, the C.T.A. and its union partners have negotiated the terms of an historic collective bargaining agreement which includes some retiree benefit concessions; and

WHEREAS, Without a sustainable source of funding, the C.T.A. will face a significant budget shortfall that will force it to implement deeper service cuts, higher fare increases, and layoffs, severely impacting the region by putting thousands of additional cars on the already grid-locked roadways, and making it impossible for some people to get to work, school, or a doctor's appointment; and

WHEREAS, In the current legislative session, the Illinois General Assembly and Governor Blagojevich have entertained different proposals that would provide adequate funding for C.T.A. operations, but have been unable to come to any agreement; and

WHEREAS, With the Chicagoland area facing a regional transportation disaster, it is imperative that the Illinois General Assembly and Governor Blagojevich approve legislation that would provide a sustainable funding source for the C.T.A.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, assembled this twelfth day of December, 2007, do hereby urge Governor Blagojevich and the Illinois General Assembly to approve legislation before the end of calendar year 2007 that provides adequate funding for the long-term financial stability of the C.T.A.; and

Be It Further Resolved, That copies of this resolution be sent to Governor Blagojevich, the President and Minority Leader of the Illinois Senate, and the

Speaker and Minority Leader of the Illinois House of Representatives.

Presented By

THE HONORABLE MIGUEL DEL VALLE, CITY CLERK:

CONGRATULATIONS EXTENDED TO MS. KAROLINE BIELAK ON
SELECTION AS TOP TEN FINALIST IN CITY CLERK
MIGUEL DEL VALLE'S VEHICLE STICKER
ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Karoline Bielak, a junior at Resurrection, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Miss Bielak will receive an award certificate and a One Hundred Dollar savings bond for her future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Karoline Bielak for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize her for the tremendous artistic talent she displayed in rendering her vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Karoline Bielak and Resurrection as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MS. PATSY DIAZ ON WINNING
FIRST PLACE IN CITY CLERK MIGUEL DEL VALLE'S
VEHICLE STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Patsy Diaz, a senior at Jones College Prep, was chosen by the public as the winning student artist of the contest; and

WHEREAS, Miss Diaz will receive a One Thousand Dollar savings bond for her future education and have her artwork appear on the 2008 -- 2009 vehicle sticker displayed on approximately one million three hundred thousand automobile windshields beginning in June 2008; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Patsy Diaz for being chosen as the winner of the Vehicle Sticker Art Design Contest and recognize her for the tremendous artistic talent she displayed in rendering her vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patsy Diaz and Jones College Prep as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MR. ERNAN LANDA ON
SELECTION AS TOP TEN FINALIST IN VEHICLE
STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Ernan Landa, a junior at Foreman, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Mr. Landa will receive an award certificate and a One Hundred Dollar savings bond for his future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Ernan Landa for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize him for the tremendous artistic talent he displayed in rendering his vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernan Landa and Foreman as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MS. CASSANDRA LEE ON
SELECTION AS THIRD-PLACE IN VEHICLE
STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Cassandra Lee, a senior at Corliss, was chosen by the public as the third-place winner of the contest; and

WHEREAS, Miss Lee will receive an award certificate and a Two Hundred Fifty Dollar savings bond for her future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Cassandra Lee for being chosen as the third-place winner of the Vehicle Sticker Art Design Contest and recognize her for the tremendous artistic talent she displayed in rendering her vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Cassandra Lee and Corliss as a token of our esteem and appreciation.

*CONGRATULATIONS EXTENDED TO MR. ANTHONY PEREZ ON
SELECTION AS TOP TEN FINALIST IN CITY CLERK
MIGUEL DEL VALLE'S VEHICLE STICKER
ART DESIGN CONTEST.*

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Anthony Perez, a junior at Foreman, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Mr. Perez will receive an award certificate and a One Hundred Dollar savings bond for his future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Anthony Perez for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize him for the tremendous artistic talent he displayed in rendering his vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony Perez and Foreman as a token of our esteem and appreciation.

*CONGRATULATIONS EXTENDED TO MS. GRACE PISULA ON
SELECTION AS TOP TEN FINALIST IN CITY CLERK
MIGUEL DEL VALLE'S VEHICLE STICKER
ART DESIGN CONTEST.*

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest

and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians and motorists; and

WHEREAS, Students from sixty high schools in grades nine through twelve submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and,

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Grace Pisula, a junior at Taft, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Ms. Pisula will receive an award certificate and a One Hundred Dollar savings bond for her future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Grace Pisula for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize her for the tremendous artistic talent she displayed in rendering her vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Grace Pisula and Taft as a token of our esteem and appreciation.

*CONGRATULATIONS EXTENDED TO MISS SYDNEY ROSENFELD
ON WINNING SECOND PLACE IN VEHICLE STICKER
ART DESIGN CONTEST.*

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades ninth through twelfth submitted over four hundred designs for this year's contest; and,

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Sydney Rosenfeld, a senior at Saint Scholastica Academy, was chosen by the public as the second-place winner of the contest; and

WHEREAS, Miss Rosenfeld will receive an award certificate and a Five Hundred Dollar savings bond for her future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Sydney Rosenfeld for being chosen as the second place winner of the Vehicle Sticker Art Design Contest and recognize her for the tremendous artistic talent she displayed in rendering her vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sydney Rosenfeld and Saint Scholastica Academy as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MR. MICHAEL SANSONE
ON SELECTION AS TOP TEN FINALIST IN VEHICLE
STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students

in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades ninth through twelfth submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one hundred votes during the public vote from November 26th through November 30th; and

WHEREAS, Michael Sansone, a junior at Whitney M. Young, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Mr. Sansone will receive an award certificate and a One Hundred Dollar savings bond for his future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Michael Sansone for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize him for the tremendous artistic talent he displayed in rendering his vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Sansone and Whitney M. Young as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MR. NEIL THOMAS
ON SELECTION AS TOP TEN FINALIST IN VEHICLE
STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students

in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades ninth through twelfth submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Neil Thomas, a freshman at Lawrence Hall, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Mr. Thomas will receive an award certificate and a One Hundred Dollar savings bond for his future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Neil Thomas for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize him for the tremendous artistic talent he displayed in rendering his vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Neil Thomas and Lawrence Hall as a token of our esteem and appreciation.

CONGRATULATIONS EXTENDED TO MR. MELVIN WOLFE
ON SELECTION AS TOP TEN FINALIST IN VEHICLE
STICKER ART DESIGN CONTEST.

WHEREAS, City Clerk Miguel del Valle hosts an annual art contest for students in public and private high schools to submit their artwork for the chance to have their design appear on the following year's vehicle sticker; and

WHEREAS, City Clerk Miguel del Valle and the Chicago Department of Transportation co-hosted the Thirteenth Annual Vehicle Sticker Art Design Contest and asked participants to incorporate the theme "Share the Road" by highlighting the City of Chicago's efforts to make roads safe and friendly to all including bicyclists, pedestrians, and motorists; and

WHEREAS, Students from sixty high schools in grades ninth through twelfth submitted over four hundred designs for this year's contest; and

WHEREAS, A panel of judges representing independent professionals, including government, artists, civic leaders, bicycle and transportation groups narrowed down the entries to the top ten finalists; and

WHEREAS, The top ten designs were featured in the *Chicago Sun-Times* and readers were asked to vote for their favorite entry; and

WHEREAS, City Clerk del Valle's office received over twenty-one thousand votes during the public vote from November 26th through November 30th; and

WHEREAS, Melvin Wolfe, a freshman at Lawrence Hall, was chosen as a top ten finalist and received an honorable mention; and

WHEREAS, Mr. Wolfe will receive an award certificate and a One Hundred Dollar savings bond for his future education; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, do hereby congratulate Melvin Wolfe for being chosen as a top ten finalist in the Vehicle Sticker Art Design Contest and recognize him for the tremendous artistic talent he displayed in rendering his vision of "Share the Road"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Melvin Wolfe and Lawrence Hall as a token of our esteem and appreciation.

Presented By

ALDERMAN FIORETTI (2nd Ward):

TRIBUTE TO LATE REVEREND DR. THOMAS A. DOUGLASS.

WHEREAS, Reverend Dr. Thomas A. Douglass, an outstanding citizen and member of his community, has been called to eternal life by the wisdom of God on May 16, 2006; and

WHEREAS, The Chicago City Council has been informed of his passing by The Honorable Robert W. Fioretti, Alderman of the 2nd Ward; and

WHEREAS, Reverend Dr. Thomas A. Douglass established Christian Greater Rock Missionary Baptist Church located on West Van Buren Street on this city's west side. He was a graduate with five degrees from International Seminary Theological School. From 1990 until 2004, he was an instructor at Chicago Baptist Institute on Dr. Martin Luther King, Jr. Drive; and

WHEREAS, Reverend Dr. Thomas A. Douglass was known as "The Dean of Preachers" to his fellow members of the west side Minister's Conference Incorporated. He served as moderator from 1966 to 1992 of the New Galilee Baptist District and was a 33rd degree Grand Master Mason in the State of Illinois; and

WHEREAS, Reverend Dr. Thomas A. Douglass was the caregiver of six children and grandchildren. He was a known community activist and also a valued 2nd Ward Democratic precinct captain; and

WHEREAS, Reverend Dr. Thomas A. Douglass was truly admired by colleagues as well as by his congregation, he was a faithful servant to his congregation and the many organizations he served. His favorite quote was "This race is not given to the swift, nor the battle to the strong, but to those who endure until the end" and he did just that as he continued to serve his followers from a wheel chair until his transition; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007 A.D., do hereby express our sincerest sorrow at the passing of Reverend Dr. Thomas A. Douglass and extend our deepest condolences to his family, friends and the congregation of Christian Greater Rock Missionary Baptist Church; and

Be It Resolved, That a suitable copy of this resolution be prepared and presented to the Christian Greater Rock Missionary Baptist Church.

GRATITUDE EXTENDED TO HONORABLE GLORIA GRACE
COCO FOR LEADERSHIP AND SERVICE TO
DOMESTIC VIOLENCE SECTION OF FIRST
MUNICIPAL DISTRICT OF CIRCUIT
COURT OF COOK COUNTY.

WHEREAS, The Honorable Gloria Grace Coco has served the City of Chicago and Cook County for many years with great integrity and compassion; and

WHEREAS, The Chicago City Council has been informed of her accomplishments by The Honorable Robert W. Fioretti, Alderman of the 2nd Ward; and

WHEREAS, The Honorable Gloria Grace Coco was born to the union of Samuel and Grace Manninice Coco and raised in the Beverly area located on the south side of Chicago. Judge Gloria Coco's parents were introduced to the south side of Chicago by way of her Sicilian grandparents whom settled in an Italian community located on the south side of Chicago; and

WHEREAS, Judge Coco strongly believes the countless accolades and honors she has received during her career would not be possible without the guidance and life lessons learned from her family; and

WHEREAS, Judge Coco graduated from Mother McCauley Liberal Arts High School and continued her studies at Mundelein College where she earned a bachelor's degree in 1972. Prior to earning her law degree, she was an elementary school teacher for the Chicago Board of Education; and

WHEREAS, The Honorable Gloria Grace Coco always remembered the Justinian Society functions she attended with her father as a little girl and admired her father's role in the legal community and pursued her juris doctorate degree at Northern Illinois University School of Law that was awarded to her in 1978. She has continued her quest for higher education at Northern Illinois University and graduated summa cum laude from the university's School of Communications with a degree in radio, television, film and theater performance; and

WHEREAS, Prior to her ascension to the bench, Judge Coco served as an attorney with the City of Chicago Department of Buildings and in addition served as the director of the Department's Code Enforcement Bureau; and

WHEREAS, In 1991, The Honorable Gloria Grace Coco became the first Italian-American woman to ascend to the bench in the Circuit Court of Cook County. Judge Coco continued to make history becoming the first woman president of the Justinian Society in 1993. In 1997, The Honorable Judge Gloria Grace Coco was appointed supervising judge of the Domestic Violence Section of the First Municipal District of the Circuit Court of Cook County; and

WHEREAS, The Honorable Gloria Grace Coco continues to be a very influential advocate for domestic violence education and prevention throughout the City of Chicago as well as the nation. She has addressed State and Federal colleagues at the Illinois Courts Judicial Education Conference where she served on the faculty for Administrative Office and she has established the "Outreach to Education" initiative where judges and court professionals visit Chicago Public Schools to discuss violence prevention and problem-solving skills with elementary school children; and

WHEREAS, The Honorable Judge Gloria Grace Coco has created the "Domestic Violence Informational Series" that provides an educational overview to assist governmental and private agencies involved in domestic violence cases. The D.V.I.S. was recognized as the nation's "Best Practices" by the Family Violence Prevention Fund; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007 A.D., do hereby salute The Honorable Gloria Grace Coco for her exceptional leadership and service to the Domestic Violence Section of the First Municipal District of the Circuit Court of Cook County and extend our best wishes for continuing success in promulgating the importance of Domestic Violence education to many while continuing to develop and implement successful program initiatives and legislation that enhance the lives of families and children across the nation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Honorable Gloria Grace Coco and family.

*CONGRATULATIONS EXTENDED TO MRS. SOROR DOROTHY
PENMAN HARRISON ON ONE HUNDREDTH BIRTHDAY.*

WHEREAS, Soror Dorothy Penman Harrison will be celebrating her hundredth birthday on Saturday, December 8, 2007 with a host of relatives as well as her sorority sister from Delta Sigma Theta Sorority, Inc.; and

WHEREAS, Soror Dorothy Penman Harrison was born on December 8, 1907 in Portsmouth, Ohio; and

WHEREAS, Soror Dorothy Penman Harrison's parents instilled in her the importance of an education, therefore, Soror Harrison knew she would pursue institutions of higher learning. She wanted to attend Fisk University, a recognized historically black college, however her parents insisted that she attend Ohio State University; and

WHEREAS, Soror Dorothy Penman Harrison was graduated with two degrees in education from Oklahoma State University; and

WHEREAS, In 1932 Soror Dorothy Penman Harrison joined the Epsilon Chapter, Delta Sigma Theta Sorority, Inc. at Ohio State University; and

WHEREAS, Soror Dorothy Penman Harrison was married to the late Dr. G. Harrison who served as the president of Langston University from 1940 -- 1960. During Mr. Harrison's presidency Mrs. Harrison was the official hostess for visiting dignitaries to the University; and

WHEREAS, Soror Dorothy Penman Harrison has been a very active member of Delta Sigma Theta Sorority, Inc. where she served as national treasurer from 1952 -- 1956 and served as the eleventh national president from 1956 -- 1958. Mrs. Harrison chaired the National Personnel and Bylaws Committees; and

WHEREAS, During the desegregation era of the south, Soror Dorothy Penman Harrison was very instrumental in providing African-American families with resources and guidance needed to assist African-American students with their transition into white schools; and

WHEREAS, Soror Dorothy Penman Harrison established community initiatives to combat educational, social, and health indifferences among African-Americans by way of peer counseling, mental health clinics, and job readiness workshops; and

WHEREAS, Soror Dorothy Penman Harrison was invited to the White House on two separate occasions; First Lady Mamie P. Eisenhower hosted an honorary reception for the Delta Sigma Theta Sorority, Inc. executive board of which Soror Dorothy Penman Harrison was a member. President Lyndon B. Johnson invited Soror Dorothy Penman to attend a meeting and she was honored to occupy the Secretary of Education's seat. In addition, Vice President Richard Nixon invited Delta Sigma Theta Sorority, Inc. to participate in the Minority Community Resource Conference; and

WHEREAS, Soror Dorothy Penman Harrison served on the board of the Metropolitan Y.M.C.A. and applied the experience she gained from serving the board to strengthen Delta Sigma Theta Sorority, Inc. She implemented "The Role of the Board, Executives and Staff and Their Relationships" for Delta's executive board; and

WHEREAS, Soror Dorothy Penman Harrison relocated to Chicago, Illinois in 1960 and joined the Chicago Alumnae Chapter of Delta Sigma Theta Sorority, Inc.; and

WHEREAS, Soror Dorothy Penman Harrison in 2003 received an honorary Doctorate of Human Letters from Langston University; and

WHEREAS, Soror Dorothy Penman Harrison is an invaluable member of Delta Sigma Theta Sorority Inc. and her many years of service are truly admirable; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007 A.D., do hereby honor Soror Dorothy Penman Harrison for her exceptional leadership and service to Delta Sigma Theta Sorority, Inc. Her leadership and activism, especially in Education, has opened doors for so many African-Americans that a vast majority of our nation's highest-ranked colleges and universities have shown significant improvements over the past quarter-century in the enrollment of African-Americans; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Soror Dorothy Penman Harrison and family.

*CONGRATULATIONS EXTENDED TO VICTOR HERBERT
ELEMENTARY SCHOOL SCIENCE FAIR WINNERS.*

WHEREAS, On Thursday, December 6, 2007 Victor Herbert Elementary School located at 2131 West Monroe Street hosted their annual science fair competition.

WHEREAS, Bianca Burgos, Asia Burtley, Brianna Burtley, Brijon Burtley, Chris Campbell, Diamond Cole, Taylor Davis, Allana Griffith, Torri Griffin, Clarissa Hubbard, Kiwanne McBride and Sydni Wilson are the 2007 Victor Herbert Science Fair winners; and

WHEREAS, The Chicago City Council has been informed of their accomplishments by The Honorable Robert W. Fioretti, Alderman of the 2nd Ward; and

WHEREAS, The Victor Herbert Elementary School vision is to educate all students to achieve their fullest potential physically, intellectually, emotionally and socially, so that they will become critical thinkers who are able to read with understanding, fluency and comprehension, and possess the ability to write effectively as rational decision makers; and

WHEREAS, Principal Denise J. Gillespie and staff are committed to the students and parents of Victor Herbert Elementary School and are actively engaged daily in the education of their students; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council,

assembled this twelfth day of December, 2007 A.D., do hereby honor Bianca Burgos, Asia Burtley, Brianna Burtley, Brijon Burtley, Chris Campbell, Diamond Cole, Taylor Davis, Allana Griffith, Torri Griffin, Clarissa Hubbard, Kiwanne McBride, and Sydni Wilson for their exceptional accomplishments in the 2007 Victor Herbert Science Fair. They have positively expressed their determination to succeed and demonstrated good sportsmanship and work ethics to the Victor Herbert Elementary School Community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Victor Herbert Elementary School and to the aforementioned 2007 Science Fair Winners.

Presented By

ALDERMAN DOWELL (3rd Ward):

CONGRATULATIONS EXTENDED TO GREATER HARVEST MISSIONARY
BAPTIST CHURCH ON NINETY-FIFTH ANNIVERSARY AND
DECLARATION OF NOVEMBER 25, 2007 AS
"GREATER HARVEST MISSIONARY
BAPTIST CHURCH DAY"
IN CHICAGO.

WHEREAS, On April 10, 1912, Greater Harvest Missionary Baptist Church was founded and has persevered throughout many years of hard times; and

WHEREAS, Under the leadership of the late Reverend Louis Boddie, a railroad and packing house worker, Greater Harvest Missionary Baptist Church was started in a tent at 46th and Dearborn and affectionately became known as "the Little Wigwam". In the 1920s and 1930s, the church moved to various locations up and down State and Dearborn until 1949, when it moved to its present home on "51st and State Streets. Throughout the 1940s, Reverend Boddie would also preach a Sunday radio service broadcast on WAAF -- AM; and

WHEREAS, Greater Harvest Missionary Baptist Church has provided ninety-five years of uninterrupted service to the community in the form of a humanitarian and Godly ministry, providing care for the hungry and the poor. Thousands of people have found relief from violence, fires, homelessness, depression and other burdens; and

WHEREAS, The late Mayor Richard J. Daley also recognized Greater Harvest Missionary Baptist Church as a place to go for those who are in trouble. In 1963, when a gasoline truck and streetcar collided on State, leaving many people homeless from the explosion and fire, Greater Harvest set up cots all over the church so they would have a place to stay; and

WHEREAS, Under the current leadership of The Reverend Eric Thomas, Greater Harvest Missionary Baptist Church will continue to assist the downtrodden and address the needs of the people of the City of Chicago; and

WHEREAS, The Honorable Pat Dowell, Alderman of the 3rd Ward, has apprised this august body of Greater Harvest Missionary Baptist Church's significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby congratulate the Greater Harvest Missionary Baptist Church in recognition for its nine and one-half decades of spiritual and community leadership and in that regard declared November 25, 2007 as "Greater Harvest Missionary Baptist Church Day In Chicago" and extend our very best wishes for its continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Greater Harvest Baptist Church at 5121 South State Street, Chicago, Illinois.

PROCLAMATION OF NOVEMBER 10, 2007 AS
"SALON SENSE DAY" IN CHICAGO.

WHEREAS, *SalonSENSE*, founded on November 10, 1997, in Chicago, Illinois, U.S.A. is the only African-American owned national trade publication serving the beauty industry; and

WHEREAS, The launching of *HAiRSPACE.com* as a social networking community and business resource for image makers; and

WHEREAS, *SalonSENSE* and *HAiRSPACE* have the distinction of being the only nationally distributed media focused on the overall needs of beauty and barber professionals servicing the African-American community; and

WHEREAS, The mission of *SalonSENSE* is to educate beauty and barber professionals in this market about entrepreneurship and financing; and

WHEREAS, On Saturday, November 10, 2007, Hush Media Group is hosting an event to celebrate *SalonSENSE*'s tenth anniversary and benefit the local chapter of the American Cancer Society and Aids Society, now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby proclaim November 10th as "*SalonSENSE* Day" in Chicago and extend our best wishes for continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to *SalonSENSE* at 222 North Columbus Drive, Suite 2507, Chicago, Illinois.

Presented By:

ALDERMAN HAIRSTON (5th Ward):

***CONGRATULATIONS EXTENDED TO MALCOLM AND GLORIA
HEMPHILL OF FIFTIETH WEDDING ANNIVERSARY.***

WHEREAS, Mr. Malcolm and Mrs. Gloria Hemphill celebrated their fiftieth wedding anniversary on November 17, 2007; and

WHEREAS, Mr. and Mrs. Hemphill, longtime Jackson Park Highland residents exemplify the integrity and confidence of exceptionally accomplished Chicago residents; and

WHEREAS, Mr. and Mrs. Hemphill were educated in the City of Chicago, at Northeastern University and the University of Chicago, respectively; and

WHEREAS, Mr. Malcolm Hemphill served the nation in the United States Navy aboard the U.S.S. Hector; and

WHEREAS, Mr. Malcolm Hemphill committed himself to serving for the Chicago Public Schools at Marshall High School, Manley High School, Hyde Park High School as assistant principal, and as coordinator of Physical Education Programs for the entire Chicago Public Schools system before his retirement in 1997; and

WHEREAS, Mr. Malcolm Hemphill is a founding member of the Metropolitan Officials Organizations (M.O.A.), the largest minority sports organization in the country, and is one of the first three black officials assigned to a Big Ten Conference game; and

WHEREAS, Mr. Malcolm Hemphill organized and trained the first group of African-American women officials and is director of the Nate Humphrey Memorial Officials Basketball Camp; and

WHEREAS, Mrs. Gloria Hemphill, daughter of Olympic track star Jesse Owens, along with her sisters and close family friends, established the Jesse Owens Foundation in 1980, and serves on the board of the foundation, which provides scholarship assistance to students around the nation; and

WHEREAS, Mrs. Gloria Hemphill served for the Chicago Board of Education as staff assistant and coordinator for the Department of Government Funded Programs, the Department of Equal Educational Opportunity Programs, and the Department of Curriculum; and

WHEREAS, Mrs. Gloria Hemphill is a member of Phi. Delta Kappa, the Urban League, and the United Negro College Fund, and served as community service chair and president of the Windy City Chapter of the Links; and

WHEREAS, Mr. and Mrs. Hemphill have both been honored by The History Makers archival project for their civic and educational accomplishments; now, therefore,

Be It Resolved, That the Mayor and members of the City Council do hereby commemorate the fiftieth Anniversary of Mr. and Mrs. Malcolm Hemphill; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the family and friends of Mr. and Mrs. Hemphill.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MRS. JACQUELINE ANITRA CANTO.

WHEREAS, God in His infinite wisdom and judgment has called His precious daughter, Jacqueline Anitra Canto home to her eternal reward Tuesday, October 16, 2007; and

WHEREAS, Born July 6, 1944 in Chicago, Jacqueline was the loving daughter of Henry Taylor and Genave Haywood. She was a graduate of Dunbar High School and

had accepted Christ as her personal savior at a young age. She was a member of Cosmopolitan Community Church under the leadership of Reverend Henry O. Hardy; and

WHEREAS, Jacqueline matured into a young woman with an abundance of grace, charm, patience and wisdom and soon captured the heart of the man who was to become her husband, Terry Eugene Canto, Jacqueline and Terry were united in holy matrimony in November, 1970. They shared their lives together with their children; and

WHEREAS, Jacqueline Anitra Canto will always be remembered as a loving wife, mother, grandmother, great-grandmother, sister, neighbor and friend who enriched the lives of all who knew her in countless ways; and

WHEREAS, Jacqueline Anitra Canto leaves to celebrate her life and cherish her memory her loving husband, Terry Eugene Canto; sons, Phillip and John; daughters, Charisse (Tyrone), Tonia (Beethoven), Nadia (Dwight), and Chameka; sisters, Mary, Avalon, Eileen, Catherine and Kim; brothers, Leonard, Richard and Pierre; nieces, Deana and Ryan; grandchildren, Chavonia, (Phillip), Tristan, Paul, Troy, Iesha, Mylon, Fallon, Jone' D'Andre, Caprice, Monteen, Jalen, Damen, Phillip Jr., Marfionne, and Jazette; great-grandchildren, ChaPhill, Phillip II, Harold, Camille, Kayla, Kristan, Jaquise, Amyiah, Taniah, Tristan Jr., and Demi'yah; 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 twelfth day of December, 2007 A.D., do hereby offer our heartfelt sympathy to the family, friends and loved ones of Jacqueline Anitra Canto and express our hope that the coldness of their grief be soon replaced by their warm memories of her; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jacqueline Anitra Canto.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. WALTER F. MARZEC.

WHEREAS, God in His infinite wisdom has called Walter F. Marzec to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted husband of the late Stella; beloved and cherished father of Wally (Pam), Patricia (Jerry), David (Sharon) and Marilyn (Ben); special friend of Pilmela (Alan); doting grandpa of Anne (Pete), Jeanette (Mike), Dan (Margie), John, Jeremy, Katie (Vince), Matt; David, Blair, Michelle, Brad, Sheila and Tim; loving great-grandfather of Brandon, Ryan, Kelly, Benjamin, Taylor, Josh, Ella and Jack. Loved and respected by many niece and nephews. Walter was a decorated veteran having earned two Bronze Stars, a Good Conduct Medal and two Overseas Service Bars. He was a founding and active member of Saint Mary Star of the Sea Church. He served as a longtime administrator of Little League Baseball in District 15. He possessed a fine and tireless work ethic and always put his family first. The last of nine children to be called home, he will be missed by many, Walter F. Marzec leaves a legacy of hard work, strong faith, family ethics and 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Walter F. Marzec 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 Walter F. Marzec.

TRIBUTE TO LATE MR. JAMES H. ROEH.

WHEREAS, God in His infinite wisdom has called James H. Roeh 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 Mary; loving father of Kelly (James) and James M. (Jeanie Demitro) adored grandfather of Kelsey and Melissa; kind brother of Richard (Marion), Marilyn (Gene), Sharon (Greg) and Michael (Darlene); fond uncle to many nieces and nephews. Twenty-nine years of service to the City of Chicago Water Department, James H. Roeh 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 twelfth day of December, 2007, do hereby express our sorrow on the death of James H. Roeh 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 James H. Roeh.

TRIBUTE TO LATE MR. MICHAEL W. SCHOENECKER.

WHEREAS, God in His infinite wisdom has called Michael W. Schoenecker to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving father of Michael, Brittany and Stephanie; devoted son of William and Nancy; dear brother of Mary Rose, Joanne and the late William; fond uncle of Amanda, Melissa, Stacey, Shannon, Allison, William, Robert, Brian, Justin, Matthew and David; great-uncle of Michelle, Gianni and Anthony; godfather of William, Brian, David and Justin; loving nephew of Joseph (Sharon) and godson of Patricia. Third generation owner of Lily White Products. Longtime member of Madonna Knights of Columbus Council Number 1135, Michael W. Schoenecker 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Michael W. Schoenecker 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 W. Schoenecker.

TRIBUTE TO LATE MRS. KATHLEEN F. TODD.

WHEREAS, God in His infinite wisdom has called Kathleen F. Todd 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 fifty years to Bernard; devoted mother of Michael (Amelia) and Maripat (Brian); cherished grandmother of Christopher, Emily Rachel, Nicole and the late Martin; fond sister of the late Emmet and the late Frank, Kathleen F. Todd 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Kathleen F. Todd 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 Kathleen F. Todd.

TRIBUTE TO LATE MR. STEVE A. TWARDOSZ.

WHEREAS, God in His infinite wisdom has called Steve A. Twardosz 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 Clementine; loving father of Eleven Jr. (Marlene) and Jeffrey; dearest grandfather of Lisa (Darcy), Cathy (James) and Tracy (Jesse); cherished great-grandfather of Dillon, Kylie, Rachel, Shawn, Vanessa and Samantha; fond brother of Jean (the late Frank) and the late Louise (Frank); also many nieces; and nephews. World War II Army Air Corp. veteran with 406th Fighter Group. Member of Saint Turibius H.N.S. and Usher's Club, Ted Stempien Post Number 8821 VFW participant in fifty year anniversary of D-Day by traveling to Europe with his wife, Steve A. Twardosz 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Steve A. Twardosz 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 Steve A. Twardosz.

TRIBUTE TO LATE MR. ALVIN W. ZUREK.

WHEREAS, God in His infinite wisdom has called Alvin W. Zurek 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 Rosemarie, loving father of Alvin W. II (Rhonda) and Paula, fond grandfather of Abigail; dear brother of Theresa (Allan), Rosemary (Richard), Dorothy (William), Sandra, Ann Maris, Henrietta, Lorraine, Virginia (the late Andrew J. Sr.), Francis (Janice), Walter, Henry, Raymond (Deborah), the late John F. Jr. and the late Paul F.; uncle of many nieces and nephews, cousin and friend to many, Alvin W. Zurek 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Alvin W. Zurek 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 Alvin W. Zurek.

*CONGRATULATIONS EXTENDED TO MR. MICHAEL BASIC
ON ACHEIVING RANK OF EAGLE SCOUT.*

WHEREAS, Michael Basic has advanced to the rank of Eagle Scout within Scout Troop 1441; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Michael has exemplified the leadership, commitment, dedication, character and intelligence needed to advance to this most prestigious ranking; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twelfth day of December, 2007, do hereby congratulate Michael

Basic on his outstanding accomplishment and wish him continued success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Basic.

Presented By

**ALDERMAN OLIVO (13th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MRS. HELEN JOYCE.

WHEREAS, God in His infinite wisdom has called Helen A. Joyce 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 James, retired C.F.D., loving mother of James, retired C.F.D. (Janet), Thomas (Rosemary), Kathleen (Thomas), Mary Eileen (Kevin Conlon), Ann Marie (Thomas retired C.F.D.), Edward (Teri) and Patrick, C.F.D.; proud and loving "Nana" to Jennifer, James, Timothy, Jarrett, Ellen, Kristen, Joseph, Stephanie, William, Clare, Julie, Colleen, Maura, Daniel, Carrie, Elizabeth, Kathleen, Margaret and Tess; dear great-grandmother of eight; beloved daughter of the late Margaret and Thomas, C.F.D.; devoted sister of Betty and the late Marie, Sis and Tommy; also loved by her many nieces, nephews and friends. Forty year employee of Fannie May Candies, Helen A. Joyce 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Helen A. Joyce and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen A. Joyce.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE HONORABLE LUIS HERRERA CAMPINS.

WHEREAS, The Honorable Luis Herrera Campins 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, The Honorable Luis Herrera Campins was a former president of Venezuela and a member of a generation of leaders who helped put an end to the rule of dictatorship and introduce a new era of democracy to the country; and

WHEREAS, A lawyer, journalist and pro-democracy activist, The Honorable Luis Herrera Campins was jailed during the dictatorship of General Marcos Perez Jimenez; and

WHEREAS, The Honorable Luis Herrera Campins was exiled to Spain and returned home after the fall of the dictatorship in the 1950s; and

WHEREAS, The Honorable Luis Herrera Campins served with distinction as a lawmaker before his tenure as president, from 1979 to 1984; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Luis Herrera Campins gave of himself fully in service to his nation; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Luis Herrera Campins serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable Luis Herrera Campins 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, The Honorable Luis Herrera Campins 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 Luis Herrera Campins 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 twelfth day of December, 2007, do hereby commemorate The Honorable Luis Herrera Campins 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 Luis Herrera Campins.

TRIBUTE TO LATE MR. LOUIS J. CANTONE, JR.

WHEREAS, Louis J. Cantone, Jr. has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Inverness, Louis J. Cantone, Jr. was the loving husband for fifty-nine years of the late Margaret; and

WHEREAS, Louis J. Cantone, Jr. was the much-adored father of Kathleen, Patricia, Michelle, Laurie, Sharon and James to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Louis J. Cantone, Jr. ably served for thirty-two years as a member of the Chicago Police Department and retired as a lieutenant; and

WHEREAS, Louis J. Cantone, Jr., later served as chief investigator for the Cook County State's Attorney's Office and worked several years with Federal Protective Services which oversees the security of federal buildings in Chicago and around the country; and

WHEREAS, During his career in law enforcement, Louis J. Cantone, Jr. earned a reputation as a top crime fighter who investigated organized crime figures; and

WHEREAS, A native of the West Englewood community, Louis J. Cantone, Jr. bravely served his country during World War II as a member of the United States Army and participated in the D-Day invasion of Normandy Beach; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Louis J. Cantone, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Louis J. Cantone, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Louis J. Cantone, Jr. serve as an example to all; and

WHEREAS, Louis J. Cantone, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Louis J. Cantone, 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 twelfth day of December, 2007, do hereby commemorate Louis J. Cantone, 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 Louis J. Cantone, Jr.

TRIBUTE TO LATE MRS. ORA M. COON.

WHEREAS, Ora M. Coon has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong resident of the southeast side, Ora M. Coon helped to keep her neighborhood's history alive through her widely admired and valued work as a founding member and longtime treasurer of the Southeast Historical Society; and

WHEREAS, Ora M. Coon was the beloved wife of the late Arthur D. and the devoted mother of Pam Pugh and Del, as well as the grandmother of four and the great-grandmother of one; and

WHEREAS, Raised on Avenue H near Calumet Park, Ora M. Coon graduated from Bowen High School and attended Crane College; and

WHEREAS, Ora M. Coon served as an election judge for many years and was an avid reader of Chicago newspapers and frequently wrote letters to the editor; and

WHEREAS, A woman of dignity, grace and charm, Ora M. Coon inspired the lives of countless people through her work preserving the local history of the Calumet Park, Hegewisch and South Deering communities; and

WHEREAS, The hard work, sacrifice and dedication of Ora M. Coon serve as an example to all; and

WHEREAS, Ora M. Coon will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Ora M. Coon 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 twelfth day of December, 2007, do hereby commemorate Ora M. Coon 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 Ora M. Coon.

TRIBUTE TO LATE MR. DAVID CURRIE.

WHEREAS, David Currie 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 Hyde Park, David Currie was the loving and devoted husband of State Representative Barbara Flynn Currie (D-Chicago); and

WHEREAS, David Currie was the much-adored father of Stephen and Margaret to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, David Currie served for forty-five years as a law professor at the University of Chicago where he specialized in constitutional law and was an expert scholar on the formative years of the United States of America; and

WHEREAS, A graduate of the University of Chicago and Harvard Law School, David Currie clerked for United States Supreme Court Justice Felix Frankfurter; and

WHEREAS, David Currie enjoyed a great appreciation for the songs of Gilbert & Sullivan and ably served as the president of Chicago's Gilbert & Sullivan Opera Company from 1981 to 1994; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, David Currie gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, David Currie inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of David Currie serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared David Currie 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, David Currie will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, David Currie 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 twelfth day of December, 2007, do hereby commemorate David Currie 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 David Currie.

TRIBUTE TO LATE MR. JEFFERSON DE BLANC, SR.

WHEREAS, Jefferson DeBlanc, Sr. 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, Jefferson DeBlanc, Sr. was a World War II ace fighter pilot and a recipient of the Medal of Honor; and

WHEREAS, Jefferson DeBlanc, Sr. was awarded the United States military's highest award for bravery in recognition of his actions during an air raid over the Solomon Islands on January 31, 1943; and

WHEREAS, As a young lieutenant, Jefferson DeBlanc, Sr. was the leader of six planes that provided air cover to American bombers that were sent to attack a Japanese fleet headed for Guadalcanal; and

WHEREAS, Despite running low on fuel and fully aware that he could never make it back to his base, Jefferson DeBlanc, Sr. continued to defend the bombers; and

WHEREAS, After downing several Japanese planes, Jefferson DeBlanc, Sr. was forced to parachute into the Pacific Ocean after the cockpit of his aircraft went on fire; and

WHEREAS, Ever self-reliant and confident in his own will to survive, Jefferson DeBlanc, Sr. swam to an island and was eventually reunited with American troops; and

WHEREAS, Jefferson DeBlanc, Sr. went on to see action in several other campaigns and was also awarded the Purple Heart, several Bronze Stars and the Distinguished Flying Cross; and

WHEREAS, After the war, Jefferson DeBlanc, Sr. returned to his home in Saint Martinville, Louisiana where he served as a school teacher and an administrator; and

WHEREAS, Jefferson DeBlanc, Sr. retired from the Marine Corps Reserve as a Colonel; and

WHEREAS, The bravery, sacrifice and dedication of Jefferson DeBlanc, Sr. serve as an example to all; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Jefferson DeBlanc, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Jefferson DeBlanc, Sr. 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, Jefferson DeBlanc, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby commemorate Jefferson DeBlanc, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jefferson DeBlanc, Sr.

TRIBUTE TO LATE MR. JOHN DRURY.

WHEREAS, John Drury has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, One of Chicago's most beloved television news anchors, John Drury was a trusted presence on evening news channels for more than four decades; and

WHEREAS, With his incomparable capacity to communicate to the general public, John Drury commanded the respect and confidence of millions of viewers; and

WHEREAS, John Drury possessed profound broadcasting skills marked by numerous awards including, Emmy Awards for Individual Excellence, the Award for Excellence in Journalism from the City Club of Chicago, and the Chicago Press Veteran of the Year Award; and

WHEREAS, A graduate of West Aurora High School in 1945, John Drury honorably served his country in the United States Navy during World War II before graduating from the University of Iowa; and

WHEREAS, After a long career alternating between WGN Channel 9 and WBBM Channel 7, John Drury retired from news broadcasting in 2002; and

WHEREAS, A diagnosis of Lou Gehrig's disease emboldened John Drury to courageously lead a crusade to raise funds for research and advance community awareness of the progressive muscle illness; and

WHEREAS, The hard work, achievement, and dedication of John Drury serve as an example to all; and

WHEREAS, John Drury was an individual of great dignity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends, viewers, and admirers; and

WHEREAS, To his wife Ann and his beloved family, John Drury imparts a legacy of faithfulness, service and integrity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby commemorate John Drury 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 Drury.

TRIBUTE TO LATE MR. ALEXANDER FERRINI.

WHEREAS, Alexander Ferrini has been called to eternal life by the wisdom of God at the age of one hundred two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Evanston, Alexander Ferrini was the loving husband for fifty-two years of Esther, nee Swanson; and

WHEREAS, Born in 1905, Alexander Ferrini was the son of Italian immigrant parents and raised on the near west side of Chicago; and

WHEREAS, Alexander Ferrini graduated from Our Lady of Pompeii School and worked for forty-eight years on the night shift of the composing room of the *Chicago Tribune*; and

WHEREAS, Alexander Ferrini began his long and highly successful tenure at the newspaper in 1927 and served in a variety of roles, including typesetting and make-up, until he retired at the age of seventy in 1975; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Alexander Ferrini gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Alexander Ferrini inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Alexander Ferrini serve as an example to all; and

WHEREAS, Alexander Ferrini 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, Alexander Ferrini 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 twelfth day of December, 2007, do hereby commemorate Alexander Ferrini 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 Alexander Ferrini.

TRIBUTE TO LATE MR. ALLYN J. FRANKE.

WHEREAS, Allyn J. Franke has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Raised in Springfield, Allyn J. Franke practiced law in the State of Illinois for sixty-four years and focused on legal issues involving schools; and

WHEREAS, Allyn J. Franke earned his undergraduate and law degrees from the University of Chicago and in 1945 married the former Rita Link; and

WHEREAS, Allyn J. Franke played a highly influential role in hammering out the legal details that led to the creation of hundreds of consolidated school districts across Illinois; and

WHEREAS, Following a long and highly successful legal career, Allyn J. Franke retired in 2006 from the Chicago law firm of Hinshaw & Culbertson; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Allyn J. Franke gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Allyn J. Franke inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Allyn J. Franke serve as an example to all; and

WHEREAS, A longtime resident of Deerfield, Allyn J. Franke will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Rita; his three sons, Terry, Greg and Alan; his daughter, Barbara Bartlett; and his seven adoring grandchildren, Allyn J. Franke 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 twelfth day of December, 2007, do hereby commemorate Allyn J. Franke 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 Allyn J. Franke.

TRIBUTE TO LATE MR. REYNALDO P. GLOVER.

WHEREAS, Reynaldo P. Glover 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 the Bronzeville community, Reynaldo P. Glover was a widely respected attorney and the loving husband of Pamela; and

WHEREAS, Reynaldo P. Glover was an individual of great civic commitment and ably served as the chairman of the City Colleges of Chicago under Mayor Eugene Sawyer; and

WHEREAS, Reynaldo P. Glover was a former president of TLC Beatrice International Holdings, the company that liquidated what was once Beatrice International Food Company during the 1990s; and

WHEREAS, Raised in Gary, Indiana, Reynaldo P. Glover attended Fisk University in Nashville, Tennessee, and earned his law degree from Harvard University; and

WHEREAS, Reynaldo P. Glover served as an attorney with DLA Piper in Chicago and previously served with such prestigious law firms as Jenner & Block and Isham, Lincoln & Beale; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Reynaldo P. Glover gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Reynaldo P. Glover inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Reynaldo P. Glover serve as an example to all; and

WHEREAS, Reynaldo P. Glover will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Reynaldo P. Glover 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 twelfth day of December, 2007, do hereby commemorate Reynaldo P. Glover 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 Reynaldo P. Glover.

TRIBUTE TO LATE REVEREND J. AUSTIN GRAFF.

WHEREAS, The Reverend J. Austin Graff has been called to eternal life by the wisdom of God at the age of ninety-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend J. Austin Graff was the beloved son of the late William P. and Emma E. Graff; and

WHEREAS, The Reverend J. Austin Graff was ordained to the priesthood on April 18, 1936 and was a faithful servant of the Lord for seventy-one years; and

WHEREAS, The Reverend J. Austin Graff served from 1936 to 1942 as an associate pastor of Saint Francis Xavier and from 1942 to 1963 as a professor at Quigley Seminary; and

WHEREAS, The Reverend J. Austin Graff was the pastor of Saint Martin Parish from 1963 to 1970 and an art teacher at Quigley South from 1970 to 1973; and

WHEREAS, The Reverend J. Austin Graff served as an associate pastor of Saint Thomas More from 1973 to 1976 and as pastor of Saint Mary Parish in Sells, Arizona from 1978 to 1981; and

WHEREAS, The Reverend J. Austin Graff retired in 1981 and assisted at various parishes until 1997 when he returned "home" to Saint Thomas More Parish as a resident; and

WHEREAS, The Reverend J. Austin Graff 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 J. Austin Graff serve as an example to all; and

WHEREAS, The Reverend J. Austin Graff will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Reverend J. Austin Graff 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 twelfth day of December, 2007, do hereby commemorate The Reverend J. Austin Graff 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 J. Austin Graff.

TRIBUTE TO LATE MR. WILLIAM "ED" HALL.

WHEREAS, William "Ed" Hall has been called to eternal life by the wisdom of God at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William "Ed" Hall was an inspirational wrestling coach at Chicago Vocational Career Academy who was devoted to his athletes and a great promoter of the sport; and

WHEREAS, William "Ed" Hall began coaching at the school, formerly known as CVS, in the early 1980s; and

WHEREAS, Known for his affable nature and generosity, William "Ed" Hall was a popular member of the school's faculty; and

WHEREAS, William "Ed" Hall led the wrestling team to a second-place finish in the citywide championships in 1998, the school's best season; and

WHEREAS, While serving as a coach for the Chicago Public Schools, William "Ed" Hall also worked for twenty-two years at Las Casas Occupational High School, a therapeutic school for cognitively delayed, autistic or behavior disordered students; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, William "Ed" Hall gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, William "Ed" Hall inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of William "Ed" Hall serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared William "Ed" Hall 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, William "Ed" Hall will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his mother, Eulah E.; his two daughters, Carole O'Brien and Kristine Hall; his four brothers, James, Gordon, Danny and Earnie; his two sisters, Mary Labonte and Doris Gast; and his two adoring grandchildren, William "Ed" Hall 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 twelfth day of December, 2007, do hereby commemorate William "Ed" Hall for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William "Ed" Hall.

TRIBUTE TO LATE MR. BILL HARTACK.

WHEREAS, Bill Hartack has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ranked among the fiercest and most successful riders in the annals of horse racing, Bill Hartack was a five-time winner of the Kentucky Derby; and

WHEREAS, Bill Hartack's hallmark to glory was his competitive spirit as evidenced by his four thousand two hundred seventy-two wins before his retirement from the sport in 1974; and

WHEREAS, Bill Hartack successfully ran for the roses at Churchill Downs with Iron Liege in 1957, Venetian Way in 1960, Decidedly in 1962, Northern Dancer in 1964 and Majestic Prince in 1969; and

WHEREAS, Bill Hartack won the Preakness with Fabius in 1956, Northern Dancer in 1964 and Majestic Prince in 1969; and

WHEREAS, Bill Hartack also clinched the Belmont Stakes with Celtic Ash in 1960; and

WHEREAS, Bill Hartack was a jockey extraordinaire who inspired the lives of countless people through both his competitive edge and boundless love for the sport of horse racing; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Bill Hartack gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, His love of life and ability to live it to the fullest endeared Bill Hartack 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, Bill Hartack will be dearly missed and fondly remembered by his many relatives, fans and admirers; and

WHEREAS, To his beloved family, Bill Hartack 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 twelfth day of December, 2007, do hereby commemorate Bill Hartack 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 Bill Hartack.

*TRIBUTE TO LATE HONORABLE CHARLIE
BRADY "C.B." HAUSER.*

WHEREAS, The Honorable Charlie Brady "C.B." Hauser has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Charlie Brady "C.B." Hauser was a former state legislator and college professor whose refusal to yield his bus seat in 1947 marked an important and early chapter in the civil rights movement; and

WHEREAS, Born in Yadkinville on October 13, 1917, The Honorable Charlie Brady "C.B." Hauser was the third of thirteen children of The Reverend Daniel Montgomery and Callie Victoria Hauser; and

WHEREAS, The Honorable Charlie Brady "C.B." Hauser was raised in Yadkin County where he attended Yadkin County and Davidson County Schools; and

WHEREAS, The Honorable Charlie Brady "C.B." Hauser graduated from Winston-Salem Teachers College in 1940 where he later served as a professor of education and was awarded an honorable Doctor of Humane Letters; and

WHEREAS, On April 4, 1943, The Honorable Charlie Brady "C.B." Hauser was united in marriage to Lois Elizabeth Brown and their union was blessed with two daughters, Fay Elizabeth and Lois Patricia; and

WHEREAS, The Honorable Charlie Brady "C.B." Hauser served for two terms in the North Carolina General Assembly representing the 39th District; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Charlie Brady "C.B." Hauser gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Charlie Brady "C.B." Hauser 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 Charlie Brady "C.B." Hauser serve as an example to all; and

WHEREAS, A resident of Winston-Salem, North Carolina, The Honorable Charlie Brady "C.B." Hauser will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Charlie Brady "C.B." Hauser 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 twelfth day of December, 2007, do hereby commemorate The Honorable Charlie Brady "C.B." Hauser 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 Charlie Brady "C.B." Hauser.

TRIBUTE TO LATE MR. SILVESTRE HERRERA.

WHEREAS, Silvestre Herrera has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A Mexican-born United States soldier, Silvestre Herrera was the first Arizonan to receive the Medal of Honor during World War II; and

WHEREAS, While fighting in France, Silvestre Herrera single-handedly charged two enemy positions and continued fighting even after losing both feet to land mine explosions; and

WHEREAS, In recognition of his heroic actions, Silvestre Herrera also received Mexico's highest award for valor and is believed to be the only person to receive both honors; and

WHEREAS, President Harry Truman reportedly told Silvestre Herrera that he would rather be awarded the Medal of Honor than be president of the United States; and

WHEREAS, Silvestre Herrera was the loving husband of the late Ramona and the father of seven children; and

WHEREAS, Silvestre Herrera was the grandfather of eleven and the great-grandfather of eleven; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Silvestre Herrera gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Silvestre Herrera inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Silvestre Herrera serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Silvestre Herrera 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, Silvestre Herrera 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, Silvestre Herrera 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 twelfth day of December, 2007, do hereby commemorate Silvestre Herrera 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 Silvestre Herrera.

TRIBUTE TO LATE MR. ANTHONY HOLLINS.

WHEREAS, Anthony Hollins has been called to eternal life by the wisdom of God at the age of forty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Anthony Hollins was a dance company founder, a student of divinity studies and a person of great joy who gave generously to others through his enduring and boundless spirit; and

WHEREAS, Raised on the south side of Chicago, Anthony Hollins was the son of Arthur and Bertha and the brother of Andrel, Arthur Jr., Aaron, Sasha and Kasie; and

WHEREAS, Anthony Hollins earned his master's degree in divinity from the Chicago Theological Seminary in 2006 and was to become an ordained minister; and

WHEREAS, Among his many accomplishments, Anthony Hollins worked with the Giordano Dance Company, formed the New Life Performance Company and headed a dance ministry at Trinity United Church of Christ in Chicago; and

WHEREAS, Anthony Hollins was an HIV awareness activist who also headed a support ministry at his church; and

WHEREAS, Anthony Hollins inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Anthony Hollins serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Anthony Hollins 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, Anthony Hollins will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Anthony Hollins 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 twelfth day of December, 2007, do hereby commemorate Anthony Hollins 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 Anthony Hollins.

TRIBUTE TO LATE HONORABLE HENRY HYDE.

WHEREAS, The Honorable Henry Hyde has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A prominent American politician, The Honorable Henry Hyde was highly revered as a legislator of exceptional eloquence whose gentlemanly methods instilled a sense of civility among his colleagues and rivals; and

WHEREAS, Serving the United States House of Representatives for thirty-two years, The Honorable Henry Hyde represented the 6th Congressional District of Illinois; and

WHEREAS, Among his many legislative contributions, The Honorable Henry Hyde intensely engaged in many foreign policy debates, was a champion of government restrictions on the funding of abortions, co-authored America's response to the worldwide HIV/AIDS crisis in 2003, and initiated the Hyde Amendment; and

WHEREAS, The Honorable Henry Hyde served as chairman of the House Judiciary Committee, chairman of the House International Relations Committee, and was the ranking Republican member of the House Select Committee on Intelligence; and

WHEREAS, Born in Chicago, Illinois, The Honorable Henry Hyde attended Duke University before graduating from Georgetown University and later received his law degree from Loyola University; and

WHEREAS, After serving his country in the United States Navy during World War II, The Honorable Henry Hyde went on to earn the rank of commander in the United States Naval Reserve from 1946 to 1968; and

WHEREAS, The Honorable Henry Hyde was bestowed with the Presidential Medal of Freedom on November 5, 2007 for his distinguished record of public service and advocacy of freedom and liberty; and

WHEREAS, The Honorable Henry Hyde was the husband of the late Jeanne Simpson Hyde, the father of four children, and the grandfather of four grandchildren; and

WHEREAS, The hard work, achievement and dedication of The Honorable Henry Hyde serve as an example to all; and

WHEREAS, The Honorable Henry Hyde was an individual of great accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Judy, and his beloved family, The Honorable Henry Hyde imparts a legacy of character, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby commemorate The Honorable Henry Hyde for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Henry Hyde.

TRIBUTE TO LATE MR. GREGORY H. JACKSON, SR.

WHEREAS, Gregory H. Jackson, Sr. has been called to eternal life by the wisdom of God at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The vice president of production for Central City Productions, Gregory H. Jackson, Sr. diligently served in the television production business for over thirty years; and

WHEREAS, Gregory H. Jackson, Sr. was actively involved with nearly every facet of many television shows including "Know Your Heritage" and "Minority Business Report"; and

WHEREAS, The telecasts of the annual Bud Billiken Parade were coordinated by Gregory H. Jackson, Sr. who brought together Central City Productions and Chicago television stations to provide a favorite Chicago event to countless people; and

WHEREAS, A Chicago native, Gregory H. Jackson, Sr. was raised in the West Lawndale neighborhood and attended Saint Philip High School on West Jackson Boulevard; and

WHEREAS, An impressive starter for the University of Illinois at Urbana-Champaign basketball team, Gregory H. Jackson, Sr. is remembered as a prominent player, achieving three seasons of spirited performance in the late 1960s; and

WHEREAS, The hard work, achievement and dedication of Gregory H. Jackson, Sr. serve as an example to all; and

WHEREAS, Gregory H. Jackson, Sr. 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 Donna and his beloved family, Gregory H. Jackson, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby commemorate Gregory H. Jackson, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gregory H. Jackson, Sr.

TRIBUTE TO LATE MS. HELEN JOYCE.

WHEREAS, Helen Joyce has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Helen Joyce's steadfast loyalty to her family has established an inseparable bond; and

WHEREAS, After reuniting her immediate family at the age of eighteen, Helen Joyce assumed responsibility for her orphaned siblings in the wake of her parents' deaths; and

WHEREAS, An employee of Fannie May candy store for more than forty years, Helen Joyce was also a sales clerk at Andes Candy store at 47th Street and Ashland after her children were grown; and

WHEREAS, Coming from a proud family of public servants, Helen Joyce was the daughter of Thomas Garry, a Chicago firefighter; the wife of James Joyce, a Chicago firefighter; and the mother of former Chicago Fire Commissioner James Joyce and Captain Patrick Joyce; and

WHEREAS, The hard work, sacrifice and dedication of Helen Joyce serve as an example to all; and

WHEREAS, Helen Joyce was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her children, James, Thomas, Kathleen, Mary Eileen, Ann Marie, Edward, and Patrick; her sister, Betty Wojcik; her nineteen grandchildren; and her eight great-grandchildren, Helen Joyce 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 twelfth day of December, 2007, do hereby commemorate Helen Joyce 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 Helen Joyce.

TRIBUTE TO LATE MR. ROBERT "EVEL" KNIEVEL.

WHEREAS, Robert Craig "Evel" Knievel 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, Robert Craig "Evel" Knievel was a dynamic motorcycle daredevil and an iconic stunt performer whose widely celebrated career was marked by both brilliant triumphs and monumental challenges; and

WHEREAS, Robert Craig "Evel" Knievel lived a life of both fame and danger; and

WHEREAS, While the rising popularity of Robert Craig "Evel" Knievel made him a household name, he also paid the price by enduring nearly forty years of pain resulting from multiple injuries, including thirty-eight broken bones; and

WHEREAS, The stunts performed by Robert Craig "Evel" Knievel became a legendary part of American folklore in the 1960s and 1970s; and

WHEREAS, During his highly enigmatic and spectacular career, the high-flying Robert Craig "Evel" Knievel used his motorcycle to attempt to jump over the fountains at Caesar's Palace in Las Vegas, Nevada and to clear sixteen buses at London, England's Wembley Stadium; and

WHEREAS, During what may have been his most famous stunt, Robert Craig "Evel" Knievel attempted to cross the Snake River Canyon in Idaho on a rocket-powered bike; and

WHEREAS, Wherever he performed, Robert Craig "Evel" Knievel inspired countless fans through his flamboyant and ever-entertaining style; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert Craig "Evel" Knievel 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, Robert Craig "Evel" Knievel will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Krystal; his sons, Kelly and Robbie; his two daughters Tracey and Alicia; and his many grandchildren and great-grandchildren, Robert Craig "Evel" Knievel 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 twelfth day of December, 2007, do hereby commemorate Robert Craig "Evel" Knievel for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Craig "Evel" Knievel.

TRIBUTE TO LATE MR. NORMAN MAILER.

WHEREAS, Norman Mailer 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 writer of passion and intensity, Norman Mailer was a New Yorker who took to task literature's most contentious subject matters with a brilliant and gracious style; and

WHEREAS, Norman Mailer boldly broke with tradition and gave his readers a fresh and spirited alternative to the often-bland world of prose with his skillful command of the English language and his candid opinions; and

WHEREAS, A man of insights and provocations, Norman Mailer was the author of masterpieces that included *The Naked and the Dead* and two Pulitzer Prize works, *The Executioner's Song* and *The Armies of the Night*; and

WHEREAS, Norman Mailer took an active interest in politics, redefined non-fiction in his work for the popular *Village Voice*, and opened the door for writers to add an artistic dimension to journalistic writing; and

WHEREAS, The hard work, achievement and dedication of Norman Mailer serve as an example to all; and

WHEREAS, Norman Mailer was an individual of accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Norman Mailer 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 twelfth day of December, 2007, do hereby commemorate Norman Mailer 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 Norman Mailer.

TRIBUTE TO LATE MR. MARTIN MC LAUGHLIN.

WHEREAS, Martin McLaughlin has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Arlington, Virginia, Martin McLaughlin was the loving husband for fifty-nine years of Paddy, nee Ollivier; and

WHEREAS, Martin McLaughlin was the much-adored father of Martin, Peter, Christopher, Michael, Stephen, and Mark to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Martin McLaughlin enjoyed a long and highly successful career in the

federal government and after his retirement became an advocate for the poor and the hungry; and

WHEREAS, Martin McLaughlin had a lifelong interest in Catholic social teaching and published and lectured widely on global hunger and problems involving international development; and

WHEREAS, Born in 1918 in Portland, Oregon, Martin McLaughlin graduated from the University of Portland and received his master's degree and a Ph.D in political science from the University of Notre Dame; and

WHEREAS, During World War II, Martin McLaughlin was a member of the United States Army Air Forces and served in North Africa and India; and

WHEREAS, Martin McLaughlin was honorably discharged from the military in 1946 as a Captain; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Martin McLaughlin gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Martin McLaughlin inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Martin McLaughlin serve as an example to all; and

WHEREAS, Martin McLaughlin 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, Martin McLaughlin 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 twelfth day of December, 2007, do hereby commemorate Martin McLaughlin for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martin McLaughlin.

TRIBUTE TO LATE MR. JERRY EDWARD MEYERS.

WHEREAS, Jerry Edward Meyers has been called to eternal life by the wisdom of God at the age of fifty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born on February 21, 1954, Jerry Edward Meyers was raised on the north side of Chicago and attended Lake View High School where he was an All-Chicago Public League White Division player in 1970; and

WHEREAS, Jerry Edward Meyers earned a football scholarship to Northern Illinois University in DeKalb where he was named football squad captain and produced 269 tackles during his college career; and

WHEREAS, Jerry Edward Meyers was drafted by the National Football League in 1976 and played four seasons as a defensive lineman for the Chicago Bears; and

WHEREAS, Jerry Edward Meyers wore Number 74 in reference to the year that his first son was born; and

WHEREAS, Jerry Edward Meyers ended his career by playing briefly for the Kansas City Chiefs and retired after the 1980 season; and

WHEREAS, Jerry Edward Meyers later pursued a career as a teamster, working on movie sets in Chicago and at trade shows at McCormick Place; and

WHEREAS, Jerry Edward Meyers was the much-adored father of Derek, Bret, Corinne and Brittany to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Jerry Edward Meyers gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Jerry Edward Meyers inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Jerry Edward Meyers serve as an example to all; and

WHEREAS, A resident of the Irving Woods neighborhood, Jerry Edward Meyers will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Jerry Edward Meyers 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 twelfth day of December, 2007, do hereby commemorate Jerry Edward Meyers 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 Jerry Edward Meyers.

TRIBUTE TO LATE MR. STEPHEN H. MIYAGAWA.

WHEREAS, Stephen H. Miyagawa has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born in 1929 on the island of Maui in Hawaii, Stephen H. Miyagawa graduated from high school in 1948 and was drafted into the United States Army during the Korean War; and

WHEREAS, In October of 1951, Stephen H. Miyagawa was blinded by an exploding mortar, but in the years that followed refused to allow his loss of sight to halt the future progress of his post-war life; and

WHEREAS, Stephen H. Miyagawa enrolled after the war at Roosevelt University and enjoyed a career at Edgewater Hospital in Chicago until his retirement in 1988; and

WHEREAS, During his retirement, Stephen H. Miyagawa strived to ensure that blinded veterans received all of the services that they needed and worked tirelessly on their behalf, especially at Hines Veterans Administration Hospital; and

WHEREAS, In addition to his role as an advocate for blinded veterans, Stephen H. Miyagawa served as the editor of three newsletters that were printed in ink, by Braille, and made available on sound recordings; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Stephen H. Miyagawa gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Stephen H. Miyagawa inspired the lives of countless people through his great personal goodness, charity and concern ; and

WHEREAS, The hard work, sacrifice and dedication of Stephen H. Miyagawa serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Stephen H. Miyagawa 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, Stephen H. Miyagawa was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Stephen-Alan, and his daughter, Dawna-Jeri, and his beloved family, Stephen H. Miyagawa 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 twelfth day of December, 2007, do hereby commemorate Stephen H. Miyagawa 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 Stephen H. Miyagawa.

TRIBUTE TO LATE MR. DANNY NEWMAN.

WHEREAS, Danny Newman has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A Chicago native, Danny Newman was a legendary figure in the arts and entertainment industry where his ambitions propelled the Lyric Opera in its rise to become one of Chicago's most distinguished cultural jewels; and

WHEREAS, A pioneer in the subscription business of attracting audiences, Danny Newman was unmatched in his ability to bring thriving theatre companies, symphonies, ballets and opera companies in North America into the spotlight; and

WHEREAS, Danny Newman was a decorated veteran of World War II, winning the Combat Infantry Badge, the Purple Heart with Oak Leaf Cluster, the Bronze Star and five Battle Stars and fought with tremendous valor at the Battle of the Bulge; and

WHEREAS, Revered as a press agent, publicist, producer, and scriptwriter, Danny Newman's innate ability to promote productions ushered in a wave of cultural heritage for both Chicago and international audiences; and

WHEREAS, Danny Newman's subscription campaigns for the Ford Foundation brought more than five hundred arts organizations to five continents, in addition to the thousands of loyal patrons he drew in at the local level; and

WHEREAS, Danny Newman's knowledge of the arts and entertainment industry was proclaimed in his 1977 book, *Subscribe Now!*, and has become an essential textbook for students of arts management worldwide; and

WHEREAS, Following a long and successful career that helped enrich the lives of countless people, Danny Newman retired in 2001; and

WHEREAS, The hard work, achievement, and dedication of Danny Newman serve as an example to all; and

WHEREAS, Danny Newman 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 Alyce and his beloved family, Danny Newman 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 twelfth day of December, 2007, do hereby commemorate Danny Newman 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 Danny Newman.

TRIBUTE TO LATE HONORABLE WILLIAM O'NEILL.

WHEREAS, The Honorable William O'Neill 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, The Honorable William O'Neill served with distinction as the Governor of the State of Connecticut from December 31, 1980 to January 9, 1991; and

WHEREAS, A Democrat, The Honorable William O'Neill enacted tax cuts while embarking on a comprehensive road rebuilding plan for the state; and

WHEREAS, The Honorable William O'Neill also enacted legislation that increased state funding for education; and

WHEREAS, The son of a tavern owner, The Honorable William O'Neill was born on August 11, 1930, in Hartford, Connecticut and projected the image of an ordinary man who was called upon to accomplish extraordinary things; and

WHEREAS, The Honorable William O'Neill began his political career as a state representative from East Hampton where he owned a restaurant; and

WHEREAS, The Honorable William O'Neill ably served as lieutenant governor from January 3, 1979, to December 31, 1980; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable William O'Neill 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 William O'Neill serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared The Honorable William O'Neill 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, The Honorable William O'Neill 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 William O'Neill 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 twelfth day of December, 2007, do hereby commemorate The Honorable William O'Neill for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable William O'Neill.

TRIBUTE TO LATE REVEREND GERALD F. ROWAN.

WHEREAS, The Reverend Gerald F. Rowan 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, The Reverend Gerald F. Rowan was a Roman Catholic priest who dedicated his life to the service of others and greatly enriched the lives of countless members of the faithful; and

WHEREAS, Born on February 17, 1924, in Chicago, The Reverend Gerald F. Rowan served his country in the United States Army during World War II and was a recipient of the Bronze Star; and

WHEREAS, The Reverend Gerald F. Rowan received his seminary training at Kenrick Seminary, St. Louis, Missouri and was ordained to the priesthood on April 6, 1957; and

WHEREAS, The Reverend Gerald F. Rowan served in a number of parishes in Kansas, including: Holy Savior, Wichita; Saint Patrick, Kingman; Sacred Heart, Arkansas City; Saint Mary's Cathedral, Wichita; Saint Thomas Aquinas, Wichita; Saint John, El Dorado; Immaculate Conception, Burns; Saint Ignatius, Neodesha; Sacred Heart, Halstead; and Saint Agnes, Castleton; and

WHEREAS, The Reverend Gerald F. Rowan also ministered as a Chaplain at institutions in Kansas, including: Saint Luke Hospital, Marion; Saint Joseph Home, El Dorado; Halstead Hospital, Halstead; Saint Francis, Saint Joseph; and the Veterans Hospitals, Wichita; and

WHEREAS, The Reverend Gerald F. Rowan retired from active ministry on January 31, 1998; and

WHEREAS, The Reverend Gerald F. Rowan 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 Gerald F. Rowan serve as an example to all; and

WHEREAS, The Reverend Gerald F. Rowan will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two brothers, William and James and his sister, Shirley Schultz,

The Reverend Gerald F. Rowan 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 twelfth day of December, 2007, do hereby commemorate The Reverend Gerald F. Rowan 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 Gerald F. Rowan.

TRIBUTE TO LATE MR. RUDIE SCHAFFER.

WHEREAS, Rudie Schaffer has been called to eternal life by the wisdom of God at the age of ninety-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Rudie Schaffer was a promotional genius and the business manager for the Chicago White Sox from 1976 to 1981; and

WHEREAS, Rudie Schaffer also worked closely alongside former White Sox owner Bill Veeck from 1959 to 1969; and

WHEREAS, Rudie Schaffer was widely respected for his use of highly innovative promotional campaigns to draw fans into the ballpark; and

WHEREAS, Rudie Schaffer came up with some of the team's most popular marketing concepts, including the exploding scoreboard, "bat days", and allowing everybody in the stands to throw out the first pitch on Opening Day -- using a Whiffle ball; and

WHEREAS, Rudie Schaffer's son, David, a more than thirty-year member of the White Sox organization, proudly carries on his father's association with the team by serving as its Senior Director of Park Operations; and

WHEREAS, Rudie Schaffer is also survived by two daughters, Su and Mary Frances; and

WHEREAS, A man committed to excellence who maintained a high level of integrity,

Rudie Schaffer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Rudie Schaffer serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Rudie Schaffer 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, Rudie Schaffer will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Rudie Schaffer 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 twelfth day of December, 2007, do hereby commemorate Rudie Schaffer 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 Rudie Schaffer.

TRIBUTE TO LATE MR. ROGER B. SMITH.

WHEREAS, Roger B. Smith 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, The chairman and chief executive of the world's largest automobile company, Roger B. Smith presided over General Motors Corporation in Detroit, Michigan for nearly a decade; and

WHEREAS, With the keen ability to foster innovation and rapid improvements during a time period remembered for harsh global economics, Roger B. Smith rose to the challenge and retained General Motors' status as a fierce competitor; and

WHEREAS, Roger B. Smith's expertise within the auto industry was highlighted by his

service as executive vice president and a member of the board of directors in 1974, and stretched back as far as 1949 when his career's journey began as an accounting clerk; and

WHEREAS, Despite a controversial 1989 documentary film "Roger & Me" which explored plant closings in Flint, Michigan, Roger B. Smith was undeterred and demonstrated his ability to lead one of Detroit's most prominent companies by starting the Saturn Corporation; and

WHEREAS, Born in Columbus, Ohio in 1925, Roger B. Smith later served his country honorably in the United States Navy from 1944 to 1946; and

WHEREAS, A graduate of the University of Michigan in 1947, Roger B. Smith continued his educational pursuits and received his master's degree in business from the university in 1953; and

WHEREAS, The hard work, achievement and leadership of Roger B. Smith serve as an example to all; and

WHEREAS, Roger B. Smith 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 Barbara and his beloved family, Roger B. Smith 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 twelfth day of December, 2007, do hereby commemorate Roger B. Smith 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 Roger B. Smith.

*TRIBUTE TO LATE UNITED STATES ARMY SERGEANT
JOSEPH MICHAEL VANEK.*

WHEREAS, Joseph Michael Vanek has gone to his eternal reward at the age of twenty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born on December 8, 1984, Joseph Michael Vanek was the dear son of Frank and Jan and was raised in west suburban Elmhurst; and

WHEREAS, Joseph Michael Vanek was the brother of Anne and the grandson of William and Georgia Barrett; and

WHEREAS, Joseph Michael Vanek graduated in 2003 from York High School and joined the United States Army; and

WHEREAS, Joseph Michael Vanek rose to the rank of sergeant and bravely served his country as a member of the 82nd Airborne Division; and

WHEREAS, Joseph Michael Vanek was killed in action during Operation Iraqi Freedom on November 11, 2007; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Joseph Michael Vanek gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Joseph Michael Vanek inspired the lives of countless people through his great personal goodness; and

WHEREAS, The dedication, sacrifice and bravery of Joseph Michael Vanek serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Joseph Michael Vanek 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, Joseph Michael Vanek will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph Michael Vanek 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 twelfth day of December, 2007, do hereby commemorate Joseph Michael Vanek for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Michael Vanek.

TRIBUTE TO LATE DR. DONDA WEST.

WHEREAS, Dr. Donda West has been called to eternal life by the wisdom of God at the age of fifty-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Dedicated to promoting human advancement by means of higher education, Dr. Donda West was an exceptional professor, academic and chairwoman of the English department at Chicago State University; and

WHEREAS, Achieving a high level of education, Dr. Donda West graduated from Virginia Union University in 1971 and went on to earn master's and doctorate degrees from Auburn University in 1980; and

WHEREAS, Dr. Donda West demonstrated the meaning of commitment as an educator for over thirty years at Chicago State University where her guidance and care touched the lives of countless students; and

WHEREAS, A devoted mother, Dr. Donda West was a steadfast supporter of her son, Kanye, and with profound joy and pride witnessed him become a widely-popular musician, songwriter and hip-hop artist; and

WHEREAS, The mutual affinity shared by Dr. Donda West and her son was so close that she recounted their story in her book, *Raising Kanye: Life Lessons from the Mother of a Hip-Hop Star*, and

WHEREAS, Dr. Donda West spent the final years of her life working with Kanye, and was often an integral theme of Kanye's lyrics and songs; and

WHEREAS, A longtime Chicago resident, Dr. Donda West raised her son in the South Shore neighborhood for many years; and

WHEREAS, The hard work, achievement and dedication of Donda West serve as an example to all; and

WHEREAS, Donda West was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her son, Kanye and her beloved family, Donda West 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 twelfth day of December, 2007, do hereby commemorate Donda West 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 Donda West.

TRIBUTE TO LATE MR. DE WAYNE WHITE.

WHEREAS, DeWayne White has gone to his eternal reward at the age of twenty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Country Club Hills, DeWayne White was the loving husband of Synaca; and

WHEREAS, DeWayne White lost his life while bravely serving his country as a member of the United States Army in Operation Iraqi Freedom; and

WHEREAS, DeWayne White was raised in Chicago's Woodlawn community and attended Curie High School; and

WHEREAS, DeWayne White moved to Country Club Hills with his family during his senior year and earned his GED; and

WHEREAS, DeWayne White trained to be a welder under the Job Corps program and worked in Tennessee, Kansas and Chicago's south suburbs; and

WHEREAS, DeWayne White joined the United States Army in November of 2004 and he was on his second tour of Iraq; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, DeWayne White gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, DeWayne White inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The bravery, dedication and sacrifice of DeWayne White serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared DeWayne White 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, DeWayne White will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Synaca; his mother, Sandra Miller; his stepfather, Chester Miller; his brother, DeShaun; his stepbrother, Chester Miller, Jr.; and his stepsister, Kimberly Highsmith, DeWayne White 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 twelfth day of December, 2007, do hereby commemorate DeWayne White 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 DeWayne White.

TRIBUTE TO LATE MS. BESS R. WINAKOR.

WHEREAS, Bess R. Winakor has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Bess R. Winakor was a prominent Chicago publicist and a former reporter for the *Chicago Sun-Times* and a correspondent for *Women's Wear Daily*; and

WHEREAS, Born on March 17, 1942, in Springfield, Bess R. Winakor was raised in downstate Champaign; and

WHEREAS, Bess R. Winakor made Chicago her adopted home after graduating from Northwestern University where she earned a bachelor's degree in home economics and a master's degree in journalism; and

WHEREAS, After enjoying a highly successful career in journalism, Bess R. Winakor earned a reputation for both diligence and personal service on behalf of her clients as the head of Winakor Communications, Ltd., 333 North Michigan Avenue; and

WHEREAS, During her more than twenty-five years as a publicist, Bess R. Winakor attended many upscale restaurant openings, theatrical premiers and charity events; and

WHEREAS, A woman of dignity, grace and charm, Bess R. Winakor became widely known among people of prominence, both inside and outside Chicago; and

WHEREAS, The hard work, sacrifice and dedication of Bess R. Winakor serve as an example to all; and

WHEREAS, Bess R. Winakor was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her sister, Geitel, Bess R. Winakor 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 twelfth day of December, 2007, do hereby commemorate Bess R. Winakor 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 Bess R. Winakor.

*CONGRATULATIONS EXTENDED TO HIS IMPERIAL MAJESTY
AKIHITO OF JAPAN ON BIRTHDAY.*

WHEREAS, The Consul General of Japan in Chicago will hold a special reception in honor of the birthday of His Majesty, Emperor Akihito; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Born on December 23, 1933, His Majesty, Emperor Akihito, is the eldest son and the fifth child of the late Emperor Showa, His Majesty, Emperor Hirohito, and Empress Kojun; and

WHEREAS, As the one hundred twenty-fifth emperor of Japan, His Imperial Majesty acceded to the throne in 1989 and is the only reigning monarch in the world with the title emperor; and

WHEREAS, The Imperial Household of Japan is the oldest continuing royal family in the world, dating more than two thousand years back, since the foundation of the first Emperor Jimmu in 660 B.C. according to Japan's oldest history book named *Nihonshoki*; and

WHEREAS, The chrysanthemum is the symbolic plant of the royal family which is why it is called The Chrysanthemum Throne; and

WHEREAS, The Era of His Majesty Emperor Akihito's reign is called Heisei, which literally means peace everywhere; and

WHEREAS, Throughout his reign, His Imperial Majesty has fostered positive relations between nations and made official visits to eighteen countries; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby congratulate His Imperial Majesty on the occasion of his birthday and do hereby express our best wishes for his continued good health and many more years of future success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Consul General of Japan in Chicago.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN FIORETTI (2nd Ward):**

**DECLARATION OF NOVEMBER 29, 2007 AS "E.M. "PETE"
BAKWIN DAY" IN CHICAGO.**

WHEREAS, E.M. "Pete" Bakwin, a widely admired civic figure, is the former chairman of the board of MB Financial, Incorporated and a great-grandson of two pioneers of the Chicago meat industry; and

WHEREAS, E.M. "Pete" Bakwin descends from Gustavus Swift, who established the meat-packing firm of Swift & Company and Nelson Morris, the founder of Morris and Company and Chicago's Union Stockyards; and

WHEREAS, E.M. "Pete" Bakwin is the former chairman of the board of MB Financial, Incorporated and a renowned Chicago collector and supporter of the arts who has greatly advanced our City's cultural heritage; and

WHEREAS, It is with great pride that The Art Institute of Chicago will host a showing of the E.M. Bakwin Collection of Indonesian Textiles from December 1, 2007 through March 2, 2008; and

WHEREAS, The E.M. Bakwin Collection of Indonesian Textiles features fifty textile works and serves as an introduction to the rich variety of Indonesian textile traditions; and

WHEREAS, The objects on display in this collection can be read as imprints of the cultures that produced them; and

WHEREAS, The E.M. Bakwin Collection of Indonesian Textiles represents the finest examples of Indonesia's textile traditions and evokes the great cultural complexity of this crossroads region which was shaped by influences from China, India, Europe and the Middle East; and

WHEREAS, The E.M. Bakwin Collection of Indonesian Textiles is particularly rich in spectacular works from western Indonesia, including the islands of Bali, Java and Sumatra; and

WHEREAS, Also represented in the collection are objects from Borneo, Flores, Sulawesi, Sumba and Timor, as well as examples from Babar, Lembata and Savu; and

WHEREAS, A private exhibition and viewing of the collection will be held on Thursday, November 29, 2007; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby declare that Thursday, November 29, 2007, be officially recognized as E.M. "Pete" Bakwin Day throughout the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to E.M. "Pete" Bakwin.

*CONGRATULATIONS EXTENDED TO HOLY FAMILY PARISH
ON ONE HUNDRED FIFTIETH ANNIVERSARY.*

WHEREAS, Holy Family Parish, Chicago's second oldest parish, this year celebrates the joyful occasion of its one hundred fifty years of service to the Roman Catholic faithful of the near south side; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Cardinal Francis George will lead a special commemorative Mass on Sunday, December 30th, which also marks the liturgical feast of the Holy Family; and

WHEREAS, The Reverend Arnold Damen, a Jesuit priest, began construction on Holy Family Church in the midst of a financial panic in 1857 with donations from the poor, primarily from Chicago's Irish community; and

WHEREAS, The church, which became a symbol of faith in the future of the city, was once the largest parish in the United States, ministering to the spiritual needs of twenty-five thousand parishioners; and

WHEREAS, The faithful of Holy Family Parish credit prayers from its pastor seeking the intercession of Our Lady of Perpetual Help for its survival of the Great Chicago Fire of 1871; and

WHEREAS, For one hundred fifty years, Holy Family Parish has served as a spiritual focal point for generations of immigrant and minority populations -- from the Irish, Germans, Italians and Slavs to African-Americans and Mexican Americans; and

WHEREAS, Over these many decades, Holy Family Parish has become a significant presence in the Chicago area, educating untold numbers of children and celebrating their baptisms and marriages; and

WHEREAS, It is with great pride that Holy Family Parish and its supporters and admirers mark this anniversary as both a recollection and a celebration of its rich and enduring history; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby congratulate Holy Family Parish on the celebration of its one hundred fiftieth anniversary and do hereby express our best wishes for its continued vitality and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Reverend Jeremiah Boland, Pastor of Holy Family Parish.

Presented By

ALDERMAN FOULKES (15th Ward):

CONGRATULATIONS EXTENDED TO SISTERS OF SAINT CASIMIR
ON ONE HUNDREDTH ANNIVERSARY AND DECLARATION
OF SEPTEMBER 8, 2007 AS "SISTERS OF
SAINT CASIMIR DAY" IN CHICAGO.

WHEREAS, The Sisters of Saint Casimir, the order of Catholic nuns that founded such seminal Chicago institutions as Maria High School and Holy Cross Hospital celebrated its centennial on September 8, 2007 at Nativity BVM Church; and

WHEREAS, The Sisters of Saint Casimir, whose original mission was to teach and preserve the faith of the many Lithuanian immigrants coming to the United States at the turn of the twentieth century, was founded by an Immaculate Heart of Mary nun, Casimira Kaupas, who took the name of Sister Maria; and

WHEREAS, As Lithuanian parishes continued to open in the Chicago area, there was a demand for Lithuanian-speaking teaching nuns to staff the parish schools. Within two years of the order's founding in Pennsylvania, Kaupas, now known as Mother Maria, decided to build the order's motherhouse in this city; and

WHEREAS, Mother Maria opened Saint Casimir Academy on the southwest side initially as an elementary school. It became an all-girls high school after other area grade schools were opened. When Holy Cross Hospital was built nearby, the Sisters of Saint Casimir staffed and administered it. They continue to do so to this very day; and

WHEREAS, Mother Maria served the school and hospital both diligently and caringly. The entire order has attributed its community strength and success to her guidance and leadership; and

WHEREAS, The Honorable Toni Foulkes, Alderman of the 16th Ward, has made this august body cognizant of the great debt owed by a grateful city to Mother Maria Kaupas and her devoted order; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby salute the devoted Sisters of Saint Casimir as they enter into their one hundredth year of service to God and this city and declare that September 8, 2007 be known as "Sisters of Saint Casimir Day" throughout Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Sisters of Saint Casimir.

Presented By

ALDERMAN THOMPSON (16th Ward):

TRIBUTE TO LATE MR. LELAND DAVIS BROY.

WHEREAS, On November 16, 2007, almighty God, in His infinite wisdom, has called Leland Davis Broy, an outstanding citizen and servant of his community, to his everlasting reward; and

WHEREAS, In this city on August 24, 1950, Leland Davis Broy, affectionately known as "Buddy", was the third of ten children born to the union of Horace C. and Julia Broy. He graduated from Beale Elementary School on the south side. He demonstrated a talent for working with his hands and acquired the trade of carpentry and interior decorating under the supervision of his father with whom he worked along with other family members at Broy and Sons Painting Services; and

WHEREAS, Buddy Broy was baptized at Saint Paul Church of God in Christ, under the leadership of Bishop Henry Louis Ford, where he was a member for many years. He was known to have a passionate love for his church and rededicated his life to God in 1987 at the Apostolic Church of God where he served faithfully on internal security and sang in the Brotherhood Chorale; and

WHEREAS, Leland Davis Broy will always be remembered as a loving brother, uncle, neighbor and friend who enriched the lives of all who knew him in countless ways. He leaves to celebrate his life and cherish his memory, in the hearts of his father, Horace C. Broy; his two brothers, Horace, Jr. and Herman; his seven sisters, Theresa, Brenda, Denise, Judith, Pamela, Crystal and Anna; six nephews, Darryl, Jamal, Leonard, Andrew, Duane and Michael; six nieces, Crystal, Felicia, Sharonda, Stacey, Bianca, and

Tasha; and a great-nephew, and a host of nieces, cousins, friends, and a special friend, Valerie Richardson. His mother and brother predeceased him; and

WHEREAS, This august body has been notified of his transition by The Honorable JoAnn Thompson, Alderman of the 16th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby offer our sincere condolences to the family, friends and loved ones of Leland Davis Broy as well as express our hope that the greatness of their grief be soon replaced by warm memories of him; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Leland Davis Broy.

TRIBUTE TO LATE MR. MAXIE B. GARRETT.

WHEREAS, Almighty God, in His infinite wisdom has called Maxie "Max" B. Garrett, an outstanding citizen and servant of his community, to his everlasting reward; and

WHEREAS, Max Garrett started his life's journey on April 10, 1930, in Drew, Mississippi as the son of the late Leora Garrett and John Kimbrough. He was blessed with two loving grandparents, Carrie and Mack Garrett who raised him with the help of his uncle, M.D. Garrett, all of whom have preceded him in passing; and

WHEREAS, Max Garrett served his country proudly in the Armed Services. After being honorably discharge Max moved to Chicago where he met his first wife, Josephine. They were blessed with five children; and

WHEREAS, Throughout his life, Max Garrett held a variety of jobs including his last position with Master Craft Auto Body. However, his true passion was music. He had an insatiable taste for music. At a young age he and several friends formed a singing group, a favorite past time that would follow him into his adult life. Maxie was a popular disc jockey at several of this city's south side lounges; and

WHEREAS, Max Garrett leaves to cherish his memory and celebrate his life a devoted wife, Linda Harris Garrett; one brother, Andrew; one sister, Carrie Spiller; six children, Tim, Rhonda, Shawn, Cynthia, Dorothy and Beverly; and a host of grandchildren, great-grandchildren, nieces, nephews and other relatives as well as many friends; and

WHEREAS, The Honorable JoAnn Thompson, Alderman of the 16th Ward, has informed this august body of the passing of this honored veteran; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby express our sorrow on the passing of Max B. Garrett and extend to his many family members and friends our most sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Max B. Garrett.

TRIBUTE TO LATE MR. MARSHAWN LEE-MEDIA.

WHEREAS, God in His infinite wisdom sent His angels down to carry His precious child, Marshawn Lee-Media, home to his eternal rest, July 8, 2007, at the young age of four years; and

WHEREAS, Born in Chicago May 30, 2003, Marshawn Lee-Media -- affectionately known as "Ching- Chong/Bam Bam" -- was the product of a loving, nurturing family and he himself exuded love. He was an intelligent and happy child who brought joy to his parents and other family members; and

WHEREAS, Marshawn Lee-Media enjoyed playing, reading, writing and dancing. He especially loved riding his "Spiderman" bike. Marshawn was a proud student of John Saxton School and will be deeply missed; and

WHEREAS, Marshawn Lee-Media, a blessing bestowed upon his parents will remain within their hearts forever; and

WHEREAS, Marshawn Lee-Media spread much joy throughout his comparatively short life and leaves to celebrate his example many who loved him deeply: his loving parents, Charles and Adrianna; brothers, Brian Westbrook, Tobias Holmes (Keya), Charles Holmes and Carlos Lee; sister, Aruna Noah (Ibrahim); grandmothers, Linda Lee and Willie Mae Media; godmother, Theresa "Granny"; and a host of aunts, uncles, cousins and other relatives; and

WHEREAS, The Honorable JoAnn Thompson, Alderman of the 16th Ward, has informed this august body of the transition of Marshawn Lee-Media; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby express our sorrow on the passing of Marshawn Lee-Media and extend to his family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marshawn Lee-Media.

Presented By

ALDERMAN RUGAI (19th Ward):

***CONGRATULATIONS EXTENDED TO MR. KRISTOFER M. DORICH
ON ACHIEVING RANK OF EAGLE SCOUT.***

WHEREAS, Kristofer M. Dorich, an outstanding member of Troop 644, chartered to the First United Methodist Church of Evergreen Park, attained the rank of Eagle Scout on November 23, 2007; and

WHEREAS, The Chicago City Council has been informed of this achievement by Alderman Virginia A. Rugai; and

WHEREAS, Kristofer and his proud parents Kimberly and Michael Dorich, reside in the 19th Ward; and

WHEREAS, Kristofer attended Clissold School and is currently enrolled at the Chicago High School for Agricultural Sciences where he has held various offices in the local chapter of the Future Farmers of America and is on the parliamentary procedure, track and cross country teams; and

WHEREAS, Kristofer has been a member of Troop 644 since 2001 and has risen through all of the ranks, earning thirty-eight Merit Badges and thirteen Special Awards including C.I.T. of the Year 2005 and World Conservation; and

WHEREAS, Kristofer camped at Owassipe Scout Reservation five times and worked on staff there for three years; and

WHEREAS, Kristofer has an impressive leadership history in Troop 644 as a Scribe, Patrol Leader, Senior Patrol Leader and Troop Guide; and

WHEREAS, For his Eagle Scout project, Kristofer planned, organized and coordinated the collection of clothing and toiletries for a battered women's shelter; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council, assembled this twelfth day of December, 2007, do hereby congratulate and pay tribute to Kristofer M. Dorich for achieving the rank of Eagle Scout; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kristofer M. Dorich.

*CONGRATULATIONS EXTENDED TO COMMANDER PATRICK GARRITY
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, After thirty years of exemplary service to the Chicago Police Department, Commander Patrick Garrity has announced his retirement effective November 15, 2007; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Commander Patrick Garrity began his career with the Chicago Police Department on June 5, 1977; and

WHEREAS, Commander Garrity was promoted to youth officer in December, 1980. He became detective in October 1981. Commander Garrity was promoted to sergeant in December 1988; promoted to lieutenant in March 1997; promoted to captain in December 2000; and promoted to commander of the 22nd District in May 2003; and

WHEREAS, Commander Patrick Garrity was the recipient of three Department Commendations, eight Honorable Mentions, eight Complimentary Letters; and

WHEREAS, Commander Garrity graduated from Saint Barnabas Grammar School in 1965, Brother Rice High School in 1969, Western Illinois University in 1973 and he received a Juris Doctor from John Marshall Law School in 1991; and

WHEREAS, Commander Garrity is married to Aimee and is the proud father of three beautiful children, Courtney, Patrick and Kelly; and

WHEREAS, Throughout his many years of selfless duty, Commander Garrity exhibited excellent leadership skills that were noticed by his superiors. As the commander of the 22nd District, Commander Garrity was the consummate boss and leader not asking anything of his subordinates that he would not do himself. His hands on approach to leading and his humble manner earned the respect and admiration of all of those who worked for him and with him. He was very accessible to all of his subordinates as well as the community in which he served as commander. His retirement is a true loss to the employees and the citizens of the 22nd District; and

WHEREAS, Commander Patrick Garrity, his family, and many friends and colleagues will gather on January 24, 2008 at 115 Bourbon Street to celebrate Pat Garrity's memorable and brilliant 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 twelfth day of December, 2007, on behalf of all of the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Commander Patrick Garrity 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 Commander Patrick Garrity.

*CONGRATULATIONS EXTENDED TO SERGEANT WAYNE GROBARCIK
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, After twenty-nine years of service to the Chicago Police Department, Sergeant Wayne Grobarcik, Star Number 2147, has announced his retirement effective January 15, 2007; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Sergeant Wayne Grobarcik began his career with the Chicago Police Department on November 12, 1978; and

WHEREAS, Sergeant Wayne Grobarcik and his wife, Mary, who is also a Chicago police sergeant, live in the Mount Greenwood neighborhood, where they raised their three children; and

WHEREAS, Sergeant Grobarcik attended De LaSalle High School and graduated with a bachelors degree from Loyola University; and

WHEREAS, Sergeant Wayne Grobarcik was assigned to the 12th District when he came on the job and was promoted to sergeant on July 27, 1990. He was assigned to the 22nd District, where he remained until his retirement; and

WHEREAS, Sergeant Wayne Grobarcik has received one Department Commendation, thirty-five Honorable Mentions and Twelve Complimentary Letters during his career; and

WHEREAS, Throughout his many years of selfless duty, Wayne Grobarcik upheld the finest and most noble traditions of the Chicago Police Department and was steadfastly committed to the safety of Chicago's citizenry and will be missed by his colleagues; and

WHEREAS, Wayne Grobarcik will celebrate his retirement at the annual 22nd District Christmas Party at the new Martinique Restaurant on Thursday, December 13, 2007 with a host of other retirees; and

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, on behalf of all of the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Wayne Grobarcik 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 Sergeant Wayne Grobarcik.

**CONGRATULATIONS EXTENDED TO MS. MARILYN J. HICKEY
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Marilyn J. Hickey has announced her retirement with the Chicago Police Department as the supervisor of the crossing guards at the 22nd District effective January 31, 2008 after thirty years of dedicated service; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Marilyn J. Hickey began her career with the City of Chicago on December 1, 2008 as a crossing guard in the 22nd District; and

WHEREAS, Marilyn J. Hickey was promoted to supervisor of crossing guards in the 22nd District on June 1, 1992; and

WHEREAS, Marilyn Hickey is the wife of retired Chicago police officer Phil Hickey, and the proud mother of Karen and Theresa and grandmother of Joseph; and

WHEREAS, Marilyn Hickey, her family, and many friends and colleagues will gather on December 13, 2007 at the new Martinique Restaurant with a host of other retirees; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007, on behalf of all of the citizens of the City of Chicago do hereby thank Marilyn Hickey for her thirty years of dedicated service to the Chicago Police Department and the citizens of the 22nd District; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marilyn J. Hickey.

**CONGRATULATIONS EXTENDED TO PATROL OFFICER CASEY JANOTA
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, After thirty years of service to the Chicago Police Department, Patrol Officer Casey Janota, Star Number 16940, has announced his retirement date effective June 15, 2007; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Patrol Officer Casey Janota began his career with the Chicago Police Department on January 3, 1977; and

WHEREAS, Patrol Officer Casey Janota has served in the 002 District from January, 1978 to July, 1987. He was in the 022 District from July, 1987 to September, 1994.

He was in Detached Services from September, 1994 to February, 1997. He was in 022 District from February, 1997 until his retirement; and

WHEREAS, Patrol Officer Casey Janota was the recipient of Joint Operations Award, seventeen Honorable Mentions and seven Complimentary Letters; and

WHEREAS, Throughout his many years of selfless duty, Casey Janota upheld the finest and most noble traditions of the Chicago Police Department and was steadfastly committed to the safety of Chicago's citizenry and will be missed by his colleagues; and

WHEREAS, Casey Janota will celebrate his retirement at the annual 22nd District Christmas Party at the new Martinique Restaurant on Thursday, December 13, 2007 with a host of other retirees; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled this twelfth day of December, 2007, do hereby express our appreciation and heartfelt thanks to Casey Janota 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 Casey Janota.

*CONGRATULATIONS EXTENDED TO MS. SARAH A.
RATLIFFE ON RETIREMENT.*

WHEREAS, After thirty-nine and one-half years of dedicated service the City of Chicago and the Chicago Police Department, Sarah A. Ratliffe has announced her retirement effective June 30, 2007; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Sarah A. Ratliffe began her career with the City of Chicago Department of Human Services on December 1, 1967 at Model City Chicago Committee on Urban Opportunity as a summer NYC timekeeper. Sarah held many other titles including touch typing instructor and softball coordinator, and she has worked with the Police Department at the 22nd District for the past fifteen years; and

WHEREAS, During her almost forty years, Sarah has worked with battered women, assisted with the homeless in need of shelter and food, assisted with the energy program, income tax, circuit breaker program, assisted with regular timekeeping and helped high school students get summer jobs; and

WHEREAS, Sara Ratliffe is devoted to her two children, Dwain and Yolanda and a loving grandmother to Aisha, Tony and Sarah II; and

WHEREAS, Sarah plans to be very busy during her retirement. Her first plan is to remodel her building, followed by traveling and perhaps starting a travel agency in the near future. Her volunteer efforts with cancer patients will continue and she is looking forward to spending more time with her children and grandchildren; and

WHEREAS, Sarah Ratliffe, her family, and many friends and colleagues will gather on December 13, 2007 at the new Martinique Restaurant with a host of other retirees; and

WHEREAS, Sarah has devoted thirty nine and one-half years of her life in service to people of the City of Chicago and in doing so has personally ensured that she made a difference in so many residents' lives; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December 2007, on behalf of all of the citizens of the City of Chicago do hereby thank Sarah Ratliffe for her almost forty years of dedicated service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sarah A. Ratliffe.

**CONGRATULATIONS EXTENDED TO PATROL OFFICER JAMES R. RYAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, After twenty-four years of service to the Chicago Police Department, Patrol Officer James R. Ryan, Star Number 9633, has announced his retirement effective February 28, 2007; and

WHEREAS, The Chicago City council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Patrol Officer James Ryan began his career with the Chicago Police Department on February 14, 1983; and

WHEREAS, Patrol Officer James Ryan has served in the 3rd District, the 12th District and finally in the 22nd District where he stayed until his retirement; and

WHEREAS, Patrol Officer James Ryan was the recipient of one Life Saving Award, two Department Commendations, thirty-three Honorable Mentions and one Complimentary Letter; and

WHEREAS, Throughout his many years of selfless duty, James Ryan upheld the finest and most noble traditions of the Chicago Police Department and was steadfastly committed to the safety of Chicago's citizenry and will be missed by his colleagues; and

WHEREAS, James Ryan will celebrate his retirement at the annual 22nd District Christmas Party at the new Martinique Restaurant on Thursday, December 13, 2007 with a host of other retirees; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled this twelfth day of December, 2007 do hereby express our appreciation and heartfelt thanks to James Ryan 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 James R. Ryan.

*CONGRATULATIONS EXTENDED TO SERGEANT DALE VERCRUYSE
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, After twenty-five years of service to the Chicago Police Department, Sergeant Dale Vercruyse (Star Number 2204) has announced his retirement effective February 15, 2007; and

WHEREAS, The Chicago City Council has been made aware of this occasion by Alderman Ginger Rugai of the 19th Ward; and

WHEREAS, Sergeant Dale Vercruyse began his career with the Chicago Police Department on June 14, 1982; and

WHEREAS, Sergeant Dale Vercruyse went to the 7th District when he began his career. He then became a field training officer on February 1, 1987 in the 25th District. He was an evidence technician on March 1, 1989. He was in Unit 123. He was promoted to sergeant on April 1, 1996. He was in the 22nd District upon his retirement; and

WHEREAS, Sergeant Dale Vercruyse has one unit meritorious. He was the recipient of four Honorable Mentions and he received two Complimentary Letters; and

WHEREAS, Throughout his many years of selfless duty, Sergeant Dale Vercruyse upheld the finest and most noble traditions of the Chicago Police Department and was steadfastly committed to the safety of Chicago's citizenry and will be missed by his colleagues; and

WHEREAS, Dale Vercruyse will celebrate his retirement at the annual 22nd District Christmas Party at the new Martinique Restaurant on Thursday, December 13, 2007 with a host of other retirees; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled this twelfth day of December, 2007, on behalf of all of the citizens of the City of Chicago, do hereby express our appreciation and heartfelt thanks to Sergeant Dale Vercruyse 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 Sergeant Dale Vercruyse.

*CONGRATULATIONS EXTENDED TO CLISSOLD COUGARS SIXTH
GRADE GIRLS BASKETBALL TEAM ON UNDEFEATED SEASON.*

WHEREAS, The sixth grade girls basketball team, also known as the Cougars, overcame tremendous odds to achieve a perfect 14-0 season this year; and

WHEREAS, In order to rebound from a 2-12 season in 2006; the girls sacrificed part of their summer and began practicing in July; and

WHEREAS, The girls improved their individual skills and their ability to work as a team; and

WHEREAS, According to Assistant Coach Kellie Chandler, the Cougars developed "great camaraderie together"; and

WHEREAS, According to Coach Louise Patnett, the core of their success was their strong defensive team; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council assembled this twelfth day of December, 2007, do hereby recognize the tremendous

accomplishments of the Clissold Cougars basketball team members April Baar, Keisha Bracy, Clare Bryar, Ashton Burton, Kelsex Chandler, Jemila Cross, Koryn Fouch, Demi Gentry, Kelsey Herrera, Ebony Johnson, Kate Patnett, Grace Rakowski, Rhea Tomlinson, and Jenny Zeller and their coaches Louise Patnett and Kellie Chandler in achieving their perfect 14-0 season; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clissold School.

Presented By

ALDERMAN BROOKINS (21st Ward):

TRIBUTE TO LATE REVEREND BARBARA JEAN ALLEN.

WHEREAS, Reverend Barbara Jean Allen answered her Redeemer's call, "Come for I have prepared a place specifically for thee, a sanctuary filled with scriptures engraved with precious rubies, diamonds and pearls, every scripture represents your ministry and because of your obedience to my word, your ministry caused a positive transformation in the lives of many". Instantaneously, Reverend Barbara Jean Allen stretched forth her hand and connected with her Lord and Savior Jesus Christ on Tuesday, November 13, 2007; and

WHEREAS, At this moment, I speak with a great confidence, when I say, "Reverend Barbara Jean Allen was the quintessence of a Saved, Sanctified and Spirit Filled Woman of God". Her temperament exemplified Ruth, she spoke with authority like Esther and she listened intensely to the voice of God like Mary. Truly she was more than just a "Hearer of the Word, she was also a Doer of the Word. Consecration was Reverend Barbara Jean Allen's middle name"; and

WHEREAS, Reverend Barbara Jean Allen affectionately known as "Bebe" unselfishly gave of herself so that others would benefit from the generosity of her heart. Her friendly smile, words of wisdom, tears shed and prayers spoken into the atmosphere for the saints of God and others will always, be remembered. What a blessing to say, and a rarity to find; and

WHEREAS, Now I speak on behalf of every generation when I say, "Reverend Barbara Jean Allen's name was more than just an average name". Every letter in her name stood for something. Though we cried often for the life of Reverend Barbara Jean Allen, we know that one day soon we will all meet again. From this day forward, let us stand in unison, as we thank our Lord and Savior Jesus Christ

for giving us an opportunity to express our innermost feelings about this Dynamic and powerful woman of God!

WHEREAS, Reverend Barbara Jean Allen leaves to treasure her memories, her faithful husband of sixty years, Sam Allen (Mr. Allen); her devoted son, Michael Douglas (Mike); her beloved daughter, Sandra Lynn (Sandi); and she also leaves "The Gang"; her siblings: James (Gerry), Gail, Debra (Alvin); Mark (Valce); her grandchildren, Mikie, Alleyah, Kayli; her loving church family; and host of other relatives and friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, will gather together on the twelfth day of December, 2007 A.D., to express their sorrow on the passing of Reverend Barbara Jean Allen and extend to her friends their sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Reverend Barbara Jean Allen.

TRIBUTE TO LATE MS. EMMA TUTSON.

WHEREAS, Emma Tutson answered her Father's call, "Come for I have built a well-designed mansion specifically for you, inside are windows draped with diamonds, rubies and pearls. While you sit comfortably in your royal chair you will notice each window displays a photograph of those you have touched. Ms. Tutson smiled and replied, "Lord you know I am exhausted and really could use some rest". Without hesitation, Emma Tutson lifted her hands towards the Lord and immediately he lifted her from her natural body. The angels in heaven shouted, "The Glory of the Lord is upon her!"

WHEREAS, During Ms. Tutson's livelihood she endured innumerable trials and tribulations, nonetheless, not one kept her from accomplishing whatever her heart so desired. Emma Tutson's lifestyle exemplified one of a Prayer Warrior!

WHEREAS, Now I speak on behalf of every generation when I say, "Emma Tutson's name was more than just an average name, it meant so much more to us; Extremely knowledgeable in the word of God, Mysterious to many, Mighty in tearing down of strongholds and Absolutely anointed in the Spirit Realm. Thank you, Ms. Tutson for leaving us a legacy of hope in such a distressed world; and

WHEREAS, Though we cried often for the life of Emma Tutson, we know that one day soon we will all meet her again. From this day forward, let us salute to the "Hills Whence Cometh Our Help and our Help Cometh from the Lord"; for allowing

us the opportunity to spend time with this awesome woman of God. Because of people like Ms. Tutson, We Are Who We Are Today! So let us refuse to say, goodbye, but rather say, soon we shall rejoice in Heaven with you; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, will gather together on the twelfth day of December, 2007 A.D., to express their sorrow on the passing of Emma Tutson and extend to her family and friends their sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Emma Tutson.

Presented By

**ALDERMAN BROOKINS (21ST Ward) And
ALDERMAN FIORETTI (2ND WARD):**

**RECOGNITION AND BEST WISHES EXTENDED TO DEAN LEROY
PERNELL FOR NUMEROUS ACCOMPLISHMENTS AND NEW
LEADERSHIP POSITION AT FLORIDA
A & M COLLEGE OF LAW.**

WHEREAS, After serving ten years at the helm of the Northern Illinois University College of Law, Dean Leroy Pernell will leave DeKalb, Illinois in January, 2008, to assume the leadership of the Florida A & M University College of Law in Orlando; and

WHEREAS, Dean Leroy Pernell joined Northern Illinois University in 1997 after serving as vice provost of the Office of Minority Affairs at the Ohio State University where he dutifully served in that capacity from 1994, and he also was a professor since 1975; and

WHEREAS, Being only one of two African-American deans at an Illinois law school, Leroy Pernell has long been recognized as a leader in diversity. It is the focus of his educational philosophy and that theme is expressed throughout the Northern Illinois University College of Law. Under Dean Leroy Pernell's leadership, Northern Illinois University College of Law has been nationally recognized for its diversity efforts and *The Princeton Review* has ranked it among the top ten law schools in the nation for having the most diverse faculty for four straight years. In its 2007 list of "America's Best Graduate Schools", *U.S. News and World Report* ranked Northern Illinois University Law among the top law schools for also having a diverse student

body. Furthermore, Northern Illinois University has been honored with the Council on Legal Education "C.L.E.O." Diversity Award in 2002, 2003 and 2006 in recognition of the school's continuing commitment to diversify the legal profession; and

WHEREAS, One of Dean Pernell's proudest achievements at Northern Illinois University was the establishment of the clinical educational program and the opening of the Zeke Giorgi Legal clinic. This clinic allows students, under direct supervision, to provide legal services to persons who might not otherwise have access to legal services; and

WHEREAS, Always eager for a new challenge, Dean Leroy Pernell is confident that, under his stewardship, he will bring to bear the resources necessary to establish the Florida A&M College of Law as the premier legal institution of Southeastern United States; and

WHEREAS, The Honorable Howard B. Brookins Jr., Alderman of the 21st Ward and The Honorable Robert Fioretti, Alderman of the 2nd Ward has apprised this august body of the significant milestone and accomplishments of Dean Leroy Parnell; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby salute Dean Leroy Pernell for his demonstrated leadership throughout his professional career and extend to him our very best wishes for continued success in his new post; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dean Leroy Pernell.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MATTHEW "GENE" AND
CHARLOTTE GREY ON FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, Matthew "Gene" Grey and Charlotte Roche, outstanding residents of this city's southwest side were united in holy matrimony on Friday November 9, 1957; and

WHEREAS, Five decades of married life is a significant span of time. Gene and Charlotte Grey's marriage serves as an example of love, stability, devotion and commitment that is truly rare and wonderful. They have raise and nurtured four wonderful children, Mitchell, Charlotte, Matthew and William. A fifth child, Michael, passed in infancy; and

WHEREAS, Gene and Charlotte Grey have been quite active within their community. They were coaches for the Clear Ridge Baseball Association and served as treasurers for the Southwest Senior Citizens Program. Gene was a program coordinator/manager for a CEDA program as well as an avid member of the Butch O'Hare World War II Airplane Modeling Club; and

WHEREAS, This august body has been informed of the Golden Jubilee of Gene and Charlotte Grey by The Honorable Michael R. Zalewski, Alderman of the 23rd Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby offer our heartiest congratulations to Gene and Charlotte Grey on the occasion of their fiftieth wedding anniversary and extend to them our very best wishes for happiness and love for each other as they continue life's journey together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gene and Charlotte Gray.

*CONGRATULATIONS EXTENDED TO RICHARD AND MARIE ZILKA
ON FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, On November 9, 2007 Richard and Marie Zilka, outstanding citizens and members of their grateful community celebrated their marriage of five decades; and

WHEREAS, Richard was a resident of the near west side of Chicago and Marie lived on the north side of Chicago. After their marriage they settled in the southwest side of Chicago, in the 23rd Ward Clearing neighborhood and have lived there to this day; and

WHEREAS, Richard and Marie Zilka were united in holy matrimony on November 9, 1957. Their life together represents the stability of marriage and their devotion to one another embodies the sanctity of their vows and is a union to be greatly admired; and

WHEREAS, Richard and Marie have always taken an interest in their community's affairs. Richard has served as president of the Clearing Civic League for the past

twenty-seven years and his lovely wife, Marie has been the secretary for more than thirty years. They are vital and active members of Saint Rene Church, The Garden Club, and Hale Raisers; and

WHEREAS, Their fifty years of married life have produced a loving and close family. Richard and Marie Zilka are the loving parents of three children, Patricia (Dale), Michael Sr. and Rick (Mary); grandparents of five, Michael Jr., Robert (Diana), Daniel, Amy and Lauren; great-grandparents of two, Michael, Jr. and Quinn; and

WHEREAS, Richard and Marie Zilka are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their golden wedding anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby extend our heartiest congratulations to Richard and Marie Zilka upon the fiftieth anniversary of their marriage and join with their family and friends in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Richard Zilka.

Presented By

ALDERMAN OCASIO (26th Ward):

TRIBUTE TO LATE MR. DON BERNARDO RODRIGUEZ-GONZALEZ.

WHEREAS, Almighty God in His infinite wisdom has called Bernardo Rodriguez-Gonzalez to eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Billy Ocasio; and

WHEREAS, Don Bernardo as he was called, was born in Las Marias, Puerto Rico on December 2, 1918; and

WHEREAS, Having to rapidly grow into adolescence, he chose farming as his profession, until he was inducted into the Army during the Second World War; and

WHEREAS, In 1946 he met Josefina Velez; by 1947 they had fallen in love and married in Barrio Palma Escrita in Las Marias; and

WHEREAS, In 1951, they moved to Chicago, and in succession, became parents to Evelyn Margarita, Maria Delma (died at five months), Ida Luz, Jorge Emilio, Alicia and Fernando. He had a son Bernardo, Jr. from a previous relationship; and

WHEREAS, Like many Puerto Ricans of his time, Don Bernardo became a factory worker and then a maintenance worker until the early 1970s when he underwent the first of several heart operations that permanently disabled him; and

WHEREAS, Though he may have been physically disabled, Don Bernardo never allowed his disability to overcome him mentally or personally. His spirit, strength and courage became an inspiration to all that knew him; and

WHEREAS, Don Bernardo was a humble man by nature, a grandfather figure to many, and will always be remembered for his gentle smile; and

WHEREAS, Don Bernardo never forgot the importance of his Puerto Rican origin and throughout the years he continued to support the struggles and growth of the Puerto Rican people in the creation of a true Puerto Rican community here in Chicago; and

WHEREAS, In addition to his children and wife, Don Bernardo Rodriguez-Gonzalez is survived by a sister, Elena; six children; eleven grandchildren and one great-grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this the twelfth day of December, 2007, do hereby commemorate the grace-filled life of Don Bernardo Rodriguez-Gonzalez and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Don Bernardo Rodriguez-Gonzalez.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MRS. KAY LINDA JONES-DANIELS.

WHEREAS, God in His infinite wisdom has called to her eternal reward Kay Linda Jones-Daniels, beloved citizen and friend, Sunday, September 16, 2007; and

WHEREAS, This august body has been notified of her passing by The Honorable Ed H. Smith, Alderman of the 28th Ward; and

WHEREAS, A native of Chicago, Kay Linda Jones-Daniels was born January 1, 1952. She was the first born child of Bertha and Harvey Blakemore. She attended Morton Upper Grade Center and received her diploma from Westinghouse Vocational High School, majoring in Health Occupation. Kay Linda gave selflessly of her time and energies to the care of others; and

WHEREAS, Kay Linda Jones-Daniels accepted Christ as her personal savior at an early age, was baptized at the First Baptist Church and participated joyously with her congregation; and

WHEREAS, Olanza Daniels and Kay Linda were united in holy matrimony, sharing many years of wedded bliss, a marriage which lasted until her death. Kay Linda Jones-Daniels was a loving wife, mother, sister, friend and neighbor who enriched the lives of the young and the old. She was a vital and active member of her family and grateful community, Kay Linda Jones-Daniels will be deeply missed. The memory of her character, intelligence and compassion will continue to live on in those who knew and loved her; and

WHEREAS, Her father, Harvey Blakemore, having predeceased her, Kay Linda Jones-Daniels leaves to cherish her memory and celebrate her life her loving and devoted husband, Olanza Daniels; son, Patrick Sykes; dedicated mother, Bertha Blakemore; sister, Beryl (Ron) Bennett Mack; one very special niece, Blakeney Nicole Mack; special god sister, Toyia Winfield (Cookie); 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 twelfth day of December, 2007 A.D., do hereby extend our condolences to the family and friends of Kay Linda Jones-Daniels and express our deepest sympathy upon her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Kay Linda Jones-Daniels.

TRIBUTE TO LATE MR. FRANK SHOWERS.

WHEREAS, Almighty God, in His infinite wisdom, has called Frank Showers, an outstanding citizen and servant to his community, to his everlasting reward Saturday, October 27, 2007; and

WHEREAS, At an early age, Frank became a member of the Catholic Church. He attended Saint Malachy Grammar and High School. He continued to be an active member of Saint Malachy until he was overcome by poor health; and

WHEREAS, Frank married Lucy Holloway on July 15, 1954. To this union, a daughter, Debra, was born. On March 9, 1967, Frank was remarried to Edith Scott. To the union, a son, David, was born and a stepdaughter, Donna, became a member of the family. Frank's parents, sister, brother and first wife preceded him in death; and

WHEREAS, Frank was employed by the United States Postal Service. He was a dedicated mail carrier to those he served until he retired with thirty-five years of service; and

WHEREAS, Mr. Showers leaves to his cherish his memory a wife, Edith; two brothers, Peter and Richard; a daughter, Debra; a son, David; a stepdaughter, Donna; four grandchildren, Donnetta, Theresa, Noah, and Tyler; two great-grandchildren, Christopher and Davin; and a host of nieces, nephews, and friends to mourn his passing; and:

WHEREAS, The Honorable Ed H. Smith; Alderman of the 28th Ward, has apprised this august body of the passing of this outstanding member of the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby extend our condolences to the family and friends of Frank Showers and express our sincere sorrow on the loss of this venerable and respected man; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Frank Showers.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MR. CHARLES BRANCH, JR.

WHEREAS, Almighty God in His infinite wisdom and judgment has called Mr. Charles Branch, Jr. beloved citizen and friend, to his eternal peace on Thursday, November 29, 2007; and

WHEREAS, Mr. Charles Branch, Jr. the loving son of Reverend Charles Branch, Sr. and Carrie Branch was born in Rolling Fork, Mississippi on October 12, 1942. He was a graduate of Henry Weathers High School and in 1967 he graduated with a Bachelor of Arts in Communications from Columbia College. Mr. Charles Branch, Jr. served his country proudly in the United States Army and received an Honorable Discharge; and

WHEREAS, Mr. Charles Branch, Jr. was a disc jockey and program director for the radio station KDKO 1510 from 1967 until 1968, and from 1968 until 1972 he was a disc jockey for the radio station WMPP 1470; and

WHEREAS, A young entrepreneur, Charles Branch, Jr. owned and managed a series of businesses: a record shop, a convenience store and a linen service business. Charles was employed with the State of Illinois for seventeen years as a human rights investigator, and for three years with the Cook County Department of Animal Control as an assistant administrator; and

WHEREAS, Mr. Charles Branch, Jr. touched the lives of many. He will be greatly missed and always remembered by his family. He was a loving husband to his wife, Elizabeth Carter; father to Gerald and Gsha, Sr.; grandfather to Rodale Branch, Emanuel Branch, Osha R. Branch, Jr., Starr K. Branch and Elizabeth Cheryl Branch; brother to Bessie Branch, Emily Washington, Earlean Collins, Curtistine Obanna, James Rogers and John L. Rogers, and a host of other relatives and many friends; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has informed this august body of the passing of Mr. Charles Branch, Jr.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby express our heartfelt sadness at the loss of such a vital community contributor as Mr. Charles Branch, Jr. and extend our most sincere sympathy to his family and friends.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Charles Branch, Jr.

TRIBUTE TO LATE MR. OATIS HUNTER, SR.

WHEREAS, Almighty God, in His infinite wisdom, has called Oatis Hunter, Sr., an outstanding citizen and servant to his community, to his everlasting reward on Saturday, November 24, 2007; and

WHEREAS, Oatis Hunter started his life's journey on September 1, 1933 in Monticello, Mississippi to the union of the late William and Nezer Lee Wooding. At a young age Oatis realized that his correct paternal name was Hunter, and he and other family members had it legally changed; and

WHEREAS, After graduating a top of his class in high school, Mr. Hunter along with his father migrated to the west side of Chicago, in pursuit of more attractive employment opportunities; and

WHEREAS, Mr. Hunter accepted Christ at a young age. Once settled in Chicago, he became a member of The Lord Jesus Christ of the Apostolic Faith. He went on to become a deacon, and eventually a minister. Mr. Hunter viewed his church as an extension of his family; and

WHEREAS, Mr. Hunter was joined in holy matrimony to Billy Jean Hunter and to this union, eight children were born. Oatis was a devout husband and father. He truly loved all his children and worked tirelessly to be certain they all had successful and productive lives; and

WHEREAS, Oatis Hunter, an outstanding businessman, founded Hunter Real Estate, one of the most successful minority Real Estate firms in the City of Chicago. It was his life long ambition to teach both his family members and fellow parishioners the importance of enjoying the American dream through home ownership; and

WHEREAS, Oatis Hunter is preceded in death by his parents; brothers, Cloyd Hunter and George Wooding; sister, Billie Jean Wooding, and his two daughters, Evelyn Hunter and Dallery Hunter-Cornelious. He leaves behind to cherish his memory and mourn his loss his devoted wife, Betty Jean Hunter; four sons, Otis Jr., Yves, Cedrick and Winston Hunter; two daughters, Twanda Jones and Linda Hunter; grandchildren, Otis Hunter III, Sherika Jones, Samuel Jones, and Justin Mayze Hunter; one sister, Vera Reeves; and a host of nieces, nephews and cousins as well as other relatives and many good friends; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has apprised this august body of the passing of this outstanding member of the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby extend our condolences to the family and friends of Oatis Hunter, and express our most sincere sorrow on the loss of this venerable and respected man; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Oatis Hunter.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. EDWARD BUDZYN.

WHEREAS, Edward Budzyn 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 Barbara; loving father of Christopher (Bonnie), Helen (Henry) Balani, Teresa and Daniel; dearest grandfather of Renata, Aaron, William, Cecilia and Natalie; dear brother of Eugene; and fond uncle of many nieces and nephews, Edward Budzyn 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Edward Budzyn 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 Edward Budzyn.

TRIBUTE TO LATE MR. JOHN J. KNORR.

WHEREAS, John J. Knorr 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 Judy; loving father of Barbara (Andrew), James (Penny), Thomas (Grace) and Kathryn; cherished grandfather of Ashley, Desire, Natasha, John J. Knorr, WWII veteran, Pacific Operation, 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 twelfth day of December, 2007, do hereby express our sorrow on the death of John J. Knorr and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Knorr.

TRIBUTE TO LATE MRS. VERONICA A. LOSCH.

WHEREAS, Veronica A. Losch 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 Ernest, Sr.; loving mother of Judith (Harold) Swanson, Patricia (Michael) Lally and Ernest, Jr. (Terri); dear grandmother of nine; great-grandmother of five; fond sister of Stephany (late Michael) Siwicki, Lucille (late Hugh) Taylor, late Helen (late Albert) Streich and the late Wanda (late Thomas) Schuster; and aunt to many, Veronica A. Losch 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Veronica A. Losch 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 Veronica A. Losch.

TRIBUTE TO LATE MR. DOMINIC C. MALLEK.

WHEREAS, Dominic C. Mallek 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 Louise, nee Kozak; loving son of the late Joseph and Julie; dear brother of Joseph (Marilyn) and Paul (Ginny); fond uncle of Darlene Mallek, Pamela (Pat) McKenna, Kevin (Laura) Kozak, Megin (Greg) Kenner, Jamie Kozak, Lexi Kozak, Oliver Kozak, Danny Nuccio, Darlene Nuccio and David Nuccio and great-uncle of Beckett Michael McKenna, Lexi Kozak, Aidan Kozak and William Kenner; and fond brother-in-law of Andrew (Chris) Kozak, Jerry (Janice) Kozak, Edward (Samantha) Kozak, Terry (Bob) Nuccio and Patricia Kozak, Dominic C. Mallek 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Dominic C. Mallek 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 Dominic C. Mallek.

TRIBUTE TO LATE MRS. PAULETTE MARTORINA.

WHEREAS, Paulette Martorina 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 Nick; loving mother of Salvatore "Sam" (Mary Ann) and Anthony (Erin); loving Nonna of Olivia, Nicholas and Siena; and dear friend to many, Paulette Martorina 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Paulette Martorina 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 Paulette Martorina.

TRIBUTE TO LATE MRS. RITA MARY SCHMIDT.

WHEREAS, Rita Mary Schmidt 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 Robert J. Schmidt; loving mother of John R. (Terri) Schmidt; cherished grandmother of Nicholas and Tracy Samantha; and dear sister of Rosalie Kukowinski and the late Harry J. Price, Rita Mary Schmidt 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Rita Mary Schmidt 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 Rita Mary Schmidt.

TRIBUTE TO THE LATE MR. ALFRED MARVIN SELK.

WHEREAS, Alfred Marvin Selk 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 Assunta, nee Catignani, for thirty-eight years; loving father of Alfred M. II (Marilyn) Selk, Assunta M. (Dennis) Osgood, Aida M. (Norbert) Sniegowski, Angela M. (Daniel) Cunningham, Anna M. (Steven) Libert and the late Andrew M. Selk; fond grandfather of Carolyn and Jeffery Selk, Meredith Haze, Matthew and Adam Osgood, Andrew and Thomas Sniegowski, Daniel, Jr. and Beth Cunningham and David, Haley and Samuel Libert; great-grandfather of Jordon Haze; dear brother of Martha Klewer and the late Helen Prosser, Herman, Robert and George Selk; brother-in-law of June Walden, Aida McCarver, Gertrude Bennett and the late Mary Josephine, Anthony, Louis, Andrew and Joseph Catignani; and fond uncle of many, Alfred Marvin Selk 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 twelfth day of December, 2007, do hereby express our sorrow on the death of Alfred Marvin Selk 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 Alfred Marvin Selk.

Presented By

ALDERMAN ALLEN (38th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO PASQUALE AND MARIANNA
PORRETTA ON FIFTH WEDDING ANNIVERSARY AND
DECLARATION OF DECEMBER 26, 2007 AS "PAT
AND ANNA PORRETTA DAY" IN CHICAGO.

A resolution, presented by Aldermen Allen, Reboyras, Suarez, Mell and Levar, reading as follows:

WHEREAS, On December 26, 2007, Pasquale "Pat" and Marianna "Anna" Porretta will have shared a half century of wedded life; and

WHEREAS, Pat and Anna Porretta were united in holy matrimony in the Sicilian town of Caccamo in 1957 and, a year later, immigrated to this country. In 1968, they started Porretta's Pizzeria on this city's northwest side. Their business has grown from their little pizza place to an elegant and popular Italian tratoria and banquet hall in Chicago's Portage Park neighborhood; and

WHEREAS, Pat and Anna Porretta celebrate their milestone event with their two children, Sam and Tina, along with their son-in-law, Frank DiCiccio, and grandchildren, Gia, Alberto and Frank, Jr.; and

WHEREAS, The Honorable Thomas R. Allen, Alderman of the 38th Ward, Honorable Ray Suarez, Alderman of the 31st Ward, Honorable Richard F. Mell, Alderman of the 33rd Ward, Honorable Ariel E. Reboyras, Alderman of the 30th Ward and Honorable Patrick J. Levar, Alderman of the 45th Ward, have joined together to bring this happy occasion to the attention of this august body; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby salute Pat and Anna Porretta on their golden wedding anniversary and declare December 26, 2007 to be "Pat and Anna Porretta Day" throughout Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pat and Anna Porretta.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. ANNA ROSE FABER.

WHEREAS, God in His infinite wisdom has called Anna Rose Faber to her eternal reward on Friday, November 23, 2007; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Anna Rose Faber, loving wife of the late John, was an active and vital member of her community. The loving mother of Robert (Anna), Thomas (Kathy) and Rose Ann (Bud) Mayerbock; dear grandmother of Christopher (Tara), Stephanie Ann, Patrick, Timothy, Sean, Andrea, Jason, Rebecca, Adam and Eric; dear great-grandmother of Benjamin; and fond sister of Robert (the late Audrey) Wachholder and Richard (Barbara) Wachholder, Anna Rose Faber leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Anna Rose Faber served our city for twenty-two years as a crossing guard with the 17th District Police Station. The city recognizes invaluable work our public servants perform especially when that service involves our most precious commodity, our children; and

WHEREAS, Anna Rose Faber 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of Anna Rose Faber 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 Anna Rose Faber.

TRIBUTE TO LATE MS. HELEN L. K. FARR.

WHEREAS, God in His infinite wisdom has called Helen L. K. Farr to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Helen L. K. Farr was an active and vital member of her community. The devoted daughter of the late John F. and Wilhemia Farr; loving sister of the late John (Dorothea) Farr; dear aunt of John (Jeanne) Farr, Joan (Frank) Garbacz and Judy Ann Farr; great-aunt of six; and great-grandaunt of four, Helen L. K. Farr leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Helen L. K. Farr 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 twelfth day of December, 2007 A.D. do hereby express our sorrow on the death of Helen L. K. Farr and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helen L. K. Farr.

TRIBUTE TO LATE MRS. TERESA NARDI-ROBERTS.

WHEREAS, God in His infinite wisdom has called Teresa Nardi-Roberts to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Teresa Nardi-Roberts, beloved wife of Charles B. Roberts (retired C.P.D.), was an active and vital member of her community. The loving stepmother of Christine (Paul) Martincic and Cindy Roberts; cherished nana of Sophie Martincic; dear sister of Ernie (Pam) Sardilli and the late Rocco Sardilli; loving daughter of the late Angelo and Celesta Sardilli and daughter-in-law of Lala M. Roberts; loving aunt of Anthony Sardilli and great-aunt of Christina, Joey, Aaron, A.J., Alyvia and Airek and the Roberts, Forst and Kornota; nieces and nephews, Teresa Nardi-Roberts leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Teresa Nardi-Roberts 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of Teresa Nardi-Roberts 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 Teresa Nardi-Roberts.

TRIBUTE TO LATE MR. SALVATORE S. ROTONDO.

WHEREAS, God in His infinite wisdom has called Salvatore S. Rotondo to his eternal reward on November 19, 2007; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Salvatore S. Rotondo, beloved husband of Ardith for fifty-one years, was an active and vital member of his community. The dear father of Sally (Luis) Igartua, Dana, Roseanne Fritzler and Krissy (David) Forest; loving grandfather of twelve; great-grandfather of four and one on the way; and fond brother of Paula (Marty) Lucchesi, Virgilio (late Margaret) and the late Frank (Maureen) and Nancy, Salvatore S. Rotondo leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Salvatore S. Rotondo 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of Salvatore S. Rotondo 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 Salvatore S. Rotondo.

TRIBUTE TO LATE MR. GEORGE H. SPEAKER, JR.

WHEREAS, God in His infinite wisdom has called George H. Speaker, Jr. to his eternal reward September 7, 2007; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, George H. Speaker, Jr., beloved son of the late George and Loretta, was an active and vital member of his community. The loving brother of Dolores and fond cousin and friend to many, George H. Speaker, Jr. leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, George H. Speaker, Jr. 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of George H. Speaker, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George H. Speaker, Jr.

TRIBUTE TO LATE MR. JAMES D. TROKA.

WHEREAS, God in His infinite wisdom has called James D. Troka to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, James D. Troka, beloved husband of Judith, was an active and vital member of his community. The adoring father of Jordan (Ben) McGee; cherished son of Joan Strickland Troka and the late James M. Troka, dearest brother of Beth Atkins (C.P.D.), Catherine (Robert) Cerone and Margaret (Honorable Michael) Hogan; best friend of Jay Ieronimo; loving uncle of Amy (James) O'Connor, Eileen (Daniel) O'Reilly, Patrick, Mary Claire, Lizzie and Daniel Cerone, Michael "Mick" and Bridget Ieronimo; and dear great uncle of Brendan, Declan and Kathleen O'Connor, James D. Troka leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, James D. Troka 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of James D. Troka 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 James D. Troka.

TRIBUTE TO LATE MR. JOHN A. WALEJESKI III.

WHEREAS, God in His infinite wisdom has called John A. Walejeski III to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, John A. Walejeski was an active and vital member of his community. The beloved son of John and the late Eugenia Walejeski; fond brother of Leonard (Judi) Walejeski and the late Robert Wales; beloved uncle of many; and former husband and soul mate of Cathy Bratu, John A. Walejeski leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, John A. Walejeski 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of John A. Walejeski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John A. Walejeski.

*CONGRATULATIONS EXTENDED TO MR. JOO OK LEE ON RECEIPT
OF EMPLOYEE OF THE YEAR AWARD FROM ILLINOIS
DEPARTMENT ON AGING 2007.*

WHEREAS, On September 25, 2007, Mr. Joo Ok Lee was honored by the Illinois

Department on Aging as a 2007 Employee of the Year at the 23rd Annual Older Workers Luncheon and Awards Ceremony in Springfield; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Margaret Laurino; and

WHEREAS, In conjunction with National Employ Older Worker Week, the Illinois Department on Aging presents awards to older workers in the public and private sector that show a continued dedication and passion for serving the State of Illinois; and

WHEREAS, Mr. Joo Ok Lee has worked for the Hanul Family Alliance since 1998 when he and his family moved to Chicago from Seoul, South Korea. After working in a corporate setting for twenty-four years in Korea, Mr. Lee has been a program coordinator for the past eight years in the Home Care Department of Hanul Family Alliance where according to Executive Director Paul Yun Lee's "professionalism and commitment has helped our agency successfully carry out our mission to provide linguistically and culturally appropriate services to frail Korean elderly"; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby congratulate Mr. Joo Ok Lee on his receipt of the Illinois Department on Aging's 2007 Employee of the Year Award and extend our best wishes for his continuing success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Joo Ok Lee.

*CONGRATULATIONS EXTENDED TO OFFICER JOHN MATRANZA
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, Police Officer John Matranza has retired from the Chicago Police Department in February, 2007 following forty-one years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Margaret Laurino of the 39th Ward; and

WHEREAS, Throughout his long and distinguished tenure, Police Officer John Matranza upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer John Matranza is a valued member of the 17th Police District community and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 17th District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this twelfth day of December, 2007, do hereby express our gratitude and heartiest congratulations to 17th District Police Officer John Matranza as he retires from forty-one years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Police Officer John Matranza.

CONGRATULATIONS EXTENDED TO CHRIS AND CINDY SAVAIANO
ON BIRTH OF SON, LUCAS PASQUALE.

WHEREAS, A new citizen came into the world on September 21, 2007, Lucas Pasquale Savaiano, son of Chris and Cindy Savaiano, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Lucas Pasquale Savaiano represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of December, 2007 A.D., do hereby congratulate Chris and Cindy Savaiano on the birth of their son, Lucas Pasquale

Savaiano, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

Presented By

**ALDERMAN LAURINO (39th Ward) And
ALDERMAN DOHERTY (41st Ward):**

TRIBUTE TO LATE MR. ROBERT D. BOYLE.

WHEREAS, God in His infinite wisdom has called Robert D. Boyle to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Robert D. Boyle, beloved husband of Mary J. was an active and vital member of his community. The loving father of Robert J., Megan B. (Paul) Biasco, James P. (Christine), Thomas J. (Lynn), William G. (Maura) and Kathleen A. (fiance, David Manning) Boyle; dear grandfather of Caitlin, Matthew, Michael and Blythe Boyle, Paul, Thomas and Claire Biasco, Matthew and Tia Boyle, Thomas and William Boyle and Aidan, Martin and Declan Boyle; dear brother-in-law of Audrey Boyle, Reverend William G., Reverend George B. and Reverend James R. Horath, Robert D. Boyle leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Robert D. Boyle 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 twelfth day of December, 2007 A.D., do hereby express our sorrow on the death of Robert D. Boyle 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 Robert D. Boyle.

Presented By

**ALDERMAN LAURINO (39th Ward)
And OTHERS:**

**CONGRATULATIONS EXTENDED TO COMMANDER
CHARLES J. DULAY ON RETIREMENT FROM
CHICAGO POLICE DEPARTMENT.**

A resolution, presented by Alderman Laurino and Aldermen Reyboras, Suarez, Mell, Colón, Allen, O'Connor, Levar and Stone, reading as follows:

WHEREAS, District Commander Charles J. Dulay will retire from the Chicago Police Department in December, 2007 following thirty-nine years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderman Margaret Laurino (39th Ward), Alderman Ariel E. Reyboyas (30th Ward), Alderman Ray Suarez (31st Ward), Alderman Richard F. Mell (33rd Ward), Alderman Rey Colón (35th Ward), Alderman Thomas R. Allen (38th Ward), Alderman Patrick J. O'Connor (40th Ward), Alderman Patrick J. Levar (45th Ward) and Alderman Bernard L. Stone (50th Ward); and

WHEREAS, Throughout his long and distinguished tenure, District Commander Charles J. Dulay upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, 17th District Commander Charles J. Dulay is a valued member of the 17th Police District community and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 17th District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this twelfth day of December, 2007, do hereby express our gratitude and heartiest congratulations to 17th District Commander Charles J. Dulay as he retires from thirty-nine years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to 17th District Commander Charles J. Dulay.

Presented By

ALDERMAN TUNNEY (44th Ward):

CONGRATULATIONS EXTENDED TO CHARLES HENRY WIDEGREN
ON ONE HUNDREDTH BIRTHDAY AND DECLARATION OF
DECEMBER 13, 2007 AS "CHARLES HENRY
WIDEGREN DAY IN CHICAGO".

WHEREAS, On December 13, 2007, Charles "Henry" Widegren, an outstanding citizen and member of his community, will become this city's latest centenarian; and

WHEREAS, The oldest of three children, Henry was born in Sweden in 1907. During his youth he would go to school during the day and spend his evenings teaching his parents how to read and write English; and

WHEREAS, A lifelong resident of the Lakeview Neighborhood, Charles attended Lemoyne Elementary, went on to high school for his first two years at Lane Technical High School, and graduated from Lake View High School in 1926. Henry attended Northwestern University Business School, and briefly The Illinois University -- Chicago Navy Pier Campus; and

WHEREAS, In 1942, Henry would enlist in the United States Army wherein he spent five years with the 81st Infantry Division in the South Pacific, where he served ably and honorably during World War II; and

WHEREAS, Henry returned to Chicago and married Violette Thompson. To this union four children were born; two daughters, Jana and Sue; two sons, Chris and Bud; seven grandchildren, Linda, Cheryl, Mike, Matt, Gene, Megan and Darrel and one great grandchild, Jana. Henry's parents, sister and brother preceded him in death; and

WHEREAS, Henry always sought and sustained gainful employment. As a youth, he worked at Wrigley Field. He worked as a delivery boy for a local dentist. His first adult job was in the Lakeview Neighborhood with a plating company. After his time in service, Henry went to work for Michael J. McDermott Company, a firm that built expressways and bridges throughout Chicagoland. In the 1960s Henry would

become part owner of the firm; and

WHEREAS, During his life Henry was quite active within his community. He belonged to the Independent Order of Vikings for over eighty years in several distinguished capacities. He served as chief, vice chief, treasurer and secretary for countless years. Henry was always active in the community, such as with the local library, working as an election judge, and devoted to his church, Addison Street Community Church; and

WHEREAS, Mr. Widegren received countless civic awards: 1.) 1981 -- 1982 president of the North Central Lake View Neighbors, 2.) 1983 recipient, Lerner Booster Newspaper Citizen of the Year; 3.) 1987 inducted into Senior Citizen Hall of Fame for the City of Chicago, 4.) founding member of Lake View High School and 5.) member of the Ravenswood Historical Society; and

WHEREAS, The Honorable Thomas Tunney, Alderman of the 44th Ward, has apprised this august body of this outstanding member of the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twelfth day of December, 2007 A.D., do hereby extend to Charles Henry Widegren our best and most fervent wishes for a grand celebration of his one hundredth birthday and in that regard do hereby proclaim that December 13, 2007 be known as "Charles Henry Widegren Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Charles Henry Widegren.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MR. STANLEY GRUSZESKY
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, On January 24, 2008, Stanley Gruszesky, an outstanding citizen and member of his community, will become the city's latest centenarian; and

WHEREAS, This august body has been informed of this momentous occasion by The Honorable Patrick J. Levar, Alderman of the 45th Ward; and

WHEREAS, Stanley Gruszesky was born to the loving union of Charles and Anastasia Gruszesky; and

WHEREAS, Mr. Gruszeky's family moved to Aurora, Illinois. His father worked at Lyon Metal Products and got him a position as a saw operator. Their company was instrumental in providing equipment to the United States Armed Forces during World War II and the Korean Conflict; and

WHEREAS, Symbolic of the strength and solidity of his family life, Stanley and the late Katherine Gruszesky were blessed with three daughters, Kathleen, Joyce and Carol; five grandchildren; and three great-grandchildren. He and his devoted wife were wedded for seven decades, a marriage that only ended with her death in 2006; and

WHEREAS, Stanley Gruszesky moved back to the northwest side of Chicago in the early 1950s and rose to the rank of foreman with the carpenter's union. In 2005, he received his fifty year membership pin from Local Number 1; and

WHEREAS, Stanley Gruszesky will always be known for his volunteer work with the church. Initially with Saint Joseph Ukrainian Church since its inception and, subsequently, with Saint Patrick's Church on the northwest side where he has been an active member and marshall of Holy Name Society, head of the ushers, and past president of Saint Joseph's bowling league; and

WHEREAS, Stanley Gruszesky richly deserves the warm and fond wishes of his family members and friends as he marks his one hundredth birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this twelfth day of December, 2007 A.D., do hereby extend to Stanley Gruszesky our best and happiest wishes upon the occasion of his one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Stanley Gruszesky.

Presented By

ALDERMAN M. SMITH (48th Ward):

TRIBUTE TO LATE MR. DAVID F. SCHULTZ.

WHEREAS, On October 7, 2007, God in His infinite wisdom, called to his eternal

reward David F. Schultz, an outstanding public servant as well as a beloved husband, father and friend; and

WHEREAS, David F. Schultz started life in Milwaukee, Wisconsin on September 24, 1949 as the oldest of five children born to Robert L. and Mary Schultz. After graduating from Riverside High School, he earned a bachelor's degree in civil engineering from Purdue and a master's degree in public management from Northwestern University; and

WHEREAS, David Schultz embraced civil service challenges at an early age. While in college, he held a variety of jobs with the Milwaukee Department of Public Works. David became known to Chicagoans in 1979 where he was assistant budget director for former Mayor Jane Byrne and eventually became budget director during the late Mayor Harold Washington's administration; and

WHEREAS, David Schultz was known for his calm and collected handling of the 1983 City Council budget hearings during a particularly tumultuous time in this city's colorful political history. However, when he was offered the same position in his home town just a year later, the usually taciturn and peace-loving Schultz leapt at the chance; and

WHEREAS, David Schultz became Milwaukee County budget director in 1984 and its parks director the following year. After he was fired from that position for political reasons, he ran against the man who fired him and, to everyone's surprise, he won; and

WHEREAS, That upset victory marked the first time David Schultz, a veteran behind the political scene, held an elective office. Unfortunately, his ambitious capital improvement plans were met with fierce resistance by fellow board members and other local politicians. After only one term, David Schultz came to the realization that he was not cut out to be a career politician and did not seek a second term. He became a founding director of the Infrastructure Technology Institute at his alma mater, Northwestern University, a position he would hold until his passing; and

WHEREAS, David Schultz is survived by his wife JoAnn; and son, Robert, with whom he lived in Winthrop Harbor, Illinois; his sister, Peggy; and his brothers, Jerry, Bill and Peter; and

WHEREAS, This august body has been notified of his passing by The Honorable Mary Ann Smith, Alderman of the 48th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twelfth day of December, 2007 A.D., do hereby express our sorrow on the passing of David F. Schultz and extend to his family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of David F. Schultz.

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
FLORES (1 st Ward)	North Milwaukee Avenue, at 2115, for one parking space -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
<i>PRECKWINKLE</i> (4 th Ward)	South Cornell Avenue, at 5100 -- 15 minute limit -- vehicles must have lights activated -- at all times -- daily;
<i>THOMAS</i> (17 th Ward)	South Ashland Avenue, at 7634 -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
<i>OCASIO</i> (26 th Ward)	West North Avenue, at 3612, for a distance of 15 feet -- 15 minute limit -- unattended vehicles must have lights activated -- tow-away zone after 15 minutes -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday;
<i>BURNETT</i> (27 th Ward)	North Armour Avenue, at 750 -- 3:00 P.M. to 2:00 A.M. -- Monday through Saturday; West Chicago Avenue, at 1523 -- 1527 -- 3:00 P.M. to 2:00 A.M. -- Monday through Saturday; North Halsted Street, at 306 -- 10:00 A.M. to 5:00 P.M. -- Monday through Friday; West Randolph Street, at 1325 -- 10:00 A.M. to 10:00 P.M. -- daily;
<i>E. SMITH</i> (28 th Ward)	West Cermak Road, at 2756 -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday and 9:00 A.M. to 2:00 P.M. -- Saturday;

Alderman	Location, Distance And Time
<i>REBOYRAS</i> (30 th Ward)	West Armitage Avenue, at 4115 -- 4117 -- 15 minute limit -- unattended vehicles must have lights activated -- tow-away zones after 15 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday; West Fullerton Avenue, at 5504 -- 5510 -- 15 minute limit -- unattended vehicles must have light activated -- tow-away zone after 15 minutes -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday; West North Avenue at 4107 -- 15 minute limit -- unattended vehicles must have lights activated -- tow-away zone after 15 minutes -- 6:00 A.M. to 1:00 A.M.
<i>SUAREZ</i> (31 st Ward)	North Laramie Avenue, at 2445 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>WAGUESPACK</i> (32 nd Ward)	West Armitage Avenue, at 2048, for two parking spaces -- at all times -- daily;
<i>MELL</i> (33 rd Ward)	West Montrose Avenue, at 3000, for two car lengths on North Sacramento Avenue -- tow-away zone -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday;
<i>COLÓN</i> (35 th Ward)	North California Avenue, at 2202, for a distance of 25 feet -- 15 minute limit -- 2:00 P.M. to 2:00 A.M. -- daily;

Alderman	Location, Distance And Time
	West Diversey Avenue, at 3155 -- 3159 for three parking spaces -- 30 minute limit -- unattended vehicles must have lights activated -- 6:00 A.M. to 7:00 A.M. and 9:00 A.M. to 5:30 P.M. -- Monday through Friday;
REILLY (42 nd Ward)	North Clinton Avenue, at 215 -- 11:00 A.M. through 12:00 Midnight -- daily;
	North Dearborn Parkway, at 1365 (install signs at 7 West Schiller Street) 9:00 A.M. to 12:00 Midnight -- Monday through Saturday;
	West Kinize Street, at 230 -- 15 minute limit with lights activated -- tow-away zone -- 10:00 A.M. to 12:00 Midnight -- at all times -- daily;
	West Monroe Street, at 8 -- 15 minute limit with lights activated -- tow-away zone -- at all times -- daily;
	East Pearson Street, at 15 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
	North Wabash Avenue, at 444 -- 11:00 A.M. to 1:00 A.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 1333 WEST DEVON AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a

previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Devon Avenue, at 1333" and inserting in lieu thereof: "West Loyola Avenue, at 1329 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR AMENDMENT OF ORDINANCE
WHICH ESTABLISHED LOADING ZONE AT
5927 WEST LAWRENCE AVENUE.

Alderman Levar (45th Ward) presented a proposed order to give consideration to amending a previously passed ordinance which established a loading zone at 5927 West Lawrence Avenue by extending the zone 6 feet east thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 2140 NORTH LINCOLN PARK WEST.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Lincoln Park West, at 2140, from a point 191 feet south of West Webster Avenue, to a point 53 feet south thereof -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday" and inserting in lieu thereof: "North Lincoln Park West, at 2140, from a point 191 feet south of West Webster Avenue, to a point 53 feet south thereof -- 15 minute limit with lights activated -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 2107 NORTH WESTERN AVENUE.

Alderman Flores (1st Ward) presented a proposed order to amend a previously passed ordinance which established loading zone on portions of specified public ways by striking the words: "North Western Avenue, at 2107 -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY
TRAFFIC RESTRICTION ON PORTION
OF SOUTH LUELLA AVENUE.

Alderman Jackson (7th Ward) presented a proposed order to restrict the flow of traffic to a southbound direction on South Luella Avenue, between East 101st Street and East 102nd Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING
METERS ON PORTION OF WEST WEBSTER AVENUE.

Alderman Waguespack (32nd Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of parking meters on West Webster Avenue, from North Clifton Avenue to the alley west of North Racine Avenue, to be in effect during the hours of 9:00 A.M. to 6:00 P.M., at a rate of 25 cents per half hour, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING METER AREA AT 444 NORTH WABASH AVENUE.

Alderman Reilly (42nd 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: "North Wabash Avenue, at 444", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING METER AREAS ON PORTION OF
WEST SUNNYSIDE AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to repeal an ordinance which authorized installation of parking meters and pavement markings on the south side of West Sunnyside Avenue, from North Western Avenue west to the first alley and the west side of North Western Avenue, from West Sunnyside Avenue south to West Montrose Avenue, 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 (1 st Ward)	West George Street, at 2653 (Handi-capped Parking Permit 49799);
FIORETTI (2 nd Ward)	West Adams Street, at 2946 (Handi-capped Parking Permit 53879);

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location, Distance And Time
<i>DOWELL</i> (3 rd Ward)	South Indiana Avenue, at 4443 (Handi- capped Parking Permit 52636); South St. Lawrence Avenue, at 4720 (Handicapped Parking Permit 52651); South Paulina Street, at 4535 (Handi- capped Parking Permit 57657); West 54 th Street, at 715 (Handicapped Parking Permit 53004);
<i>PRECKWINKLE</i> (4 th Ward)	South Dorchester Avenue, at 4809 (Handicapped Parking Permit 59953);
<i>LYLE</i> (6 th Ward)	South Drexel Avenue, at 7330 (Handi- capped Parking Permit 53083); South Eberhart Avenue, at 8106 (Handi- capped Parking Permit 56038); South Eberhart Avenue, at 8223 (Handi- capped Parking Permit 52265); South Evans Avenue, at 7745 (Handi- capped Parking Permit 50585); South Indiana Avenue, at 7821 (Handi- capped Parking Permit 59959); South Indiana Avenue, at 8627 (Handi- capped Parking Permit 56060); South Langley Avenue, at 8031 (Handi- capped Parking Permit 56050); South St. Lawrence Avenue, at 7127 (Handicapped Parking Permit 55390);

Alderman	Location, Distance And Time
	South St. Lawrence Avenue, at 7240 (Handi-capped Parking Permit 56044);
	South Prairie Avenue, at 8238 (Handi-capped Parking Permit 56043);
	East 88 th Place, at 725 (Handicapped Parking Permit 56059);
JACKSON (7 th Ward)	South Burnham Avenue, at 7814 (Handi-capped Parking Permit 55511);
	South Kingston Avenue, at 8007 (Handi-capped Parking Permit 55726);
	South Kingston Avenue, at 8127 (Handi-capped Parking Permit 57561);
	South Phillips Avenue, at 9015 (Handi-capped Parking Permit 54036);
	South Saginaw Avenue, at 8815 (Handi-capped Parking Permit 52198);
	East 77 th Street, at 2907 (Handicapped Parking Permit 57519);
	East 96 th Street, at 2220 (Handicapped Parking Permit 56265);
	East 98 th Street, at 2521 (Handicapped Parking Permit 55758);
HARRIS (8 th Ward)	South Chappel Avenue, at 7758 (Handi-capped Parking Permit 60137);
	South Cornell Avenue, at 7736 (Handi-capped Parking Permit 50185);

Alderman	Location, Distance And Time
	South Euclid Avenue, at 8462 (Handi-capped Parking Permit 60131);
	South Harper Avenue, at 8815 (Handi-capped Parking Permit 60135);
	East 90 th Street, at 1043 (Handicapped Parking Permit 54612);
BEALE (9 th Ward)	South Eberhart Avenue, at 10154 (Handicapped Parking Permit 54699);
	South Indiana Avenue, at 10537 (Handi-capped Parking Permit 54767);
	South LaSalle Street, at 12414 (Handi-capped Parking Permit 54760);
	South Prairie Avenue, at 10110 (Handi-capped Parking Permit 49640);
BALCER (11 th Ward)	South Blake Street, at 3622 (Handi-capped Parking Permit 58060);
	South Elias Court, at 2925 (Handicapped Parking Permit 63747);
	South Lituanica Avenue, at 3427 (Handi-capped Parking Permit 58059);
	South Union Avenue, at 3016 (Handi-capped Parking Permit 63748);
	West 33 rd Place, at 1639 (Handicapped Parking Permit 63775);
CÁRDENAS (12 th Ward)	South Hermitage Avenue, at 4416 (Handicapped Parking Permit 60156);

Alderman	Location, Distance And Time
	West 38 th Place, at 3426 (Handicapped Parking Permit 60431);
<i>OLIVO</i> (13 th Ward)	South Karlov Avenue, at 6534 (Handicapped Parking Permit 53825); South Keating Avenue, at 6121 (Handicapped Parking Permit 60169); South Kildare Avenue, at 6030 (Handicapped Parking Permit 60160); South Kolin Avenue, at 5540 (Handicapped Parking Permit 56170); South Mason Avenue, at 6245 (Handicapped Parking Permit 49736); South Massasoit Avenue, at 6210 (Handicapped Parking Permit 56166); South Monitor Avenue, at 6104 (Handicapped Parking Permit 58079); West 64 th Place, at 6118 (Handicapped Parking Permit 56164);
<i>BURKE</i> (14 th Ward)	South Christiana Avenue, at 4404 (Handicapped Parking Permit 54370); South Komensky Avenue, at 4747 (Handicapped Parking Permit 54380); South Sawyer Avenue, at 5552 (Handicapped Parking Permit 54382);
<i>FOULKES</i> (15 th Ward)	South Fairfield Avenue, at 6019 (Handicapped Parking Permit 49933);

Alderman

Location, Distance And Time

South Francisco Avenue, at 6414 (Handi-
capped Parking Permit 55589);

South Mozart Street, at 6544 (Handi-
capped Parking Permit 53305);

South Oakley Avenue, at 6432 (Handi-
capped Parking Permit 50856);

South Rockwell Street, at 6537 (Handi-
capped Parking Permit 53310);

South Seeley Avenue, at 6422 (Handi-
capped Parking Permit 49934);

South Winchester Avenue, at 5729
(Handicapped Parking Permit 53303);

South Winchester Avenue, at 6021
(Handicapped Parking Permit 50864);

South Wolcott Avenue, at 6636 (Handi-
capped Parking Permit 53304);

South Wood Street, at 6103 (Handi-
capped Parking Permit 44580);

South Wood Street, at 6610 (Handi-
capped Parking Permit 53309);

West 65th Place, at 3400 (handicapped
permit parking);

LANE (18th Ward)

South Albany Avenue, at 7247 (Handi-
capped Parking Permit 57837);

South Francisco Avenue, at 7241 (Handi-
capped Parking Permit 58308);

South Talman Avenue, at 7034 (Handi-
capped Parking Permit 57833);

Alderman

Location, Distance And Time

West 81st Place, at 3819 (Handicapped
Parking Permit 57840);

West 73rd Place, at 3533 (Handicapped
Parking Permit 57834);

West 74th Street, at 3405 (Handicapped
Parking Permit 57838);

COCHRAN (20th Ward)

South Rhodes Avenue, at 6151 (Handi-
capped Parking Permit 53422);

BROOKINS (21st Ward)

South Aberdeen Street, at 8636 (Handi-
capped Parking Permit 54960);

South Aberdeen Street, at 9055 (Handi-
capped Parking Permit 55229);

South Carpenter Street, at 8222 (Handi-
capped Parking Permit 55209);

South Carpenter Street, at 8230 (Handi-
capped Parking Permit 58273);

South Carpenter Street, at 9051 (Handi-
capped Parking Permit 51962);

South Green Street, at 8044 (Handi-
capped Parking Permit 55231);

South Justine Street, at 9143 (Handi-
capped Parking Permit 55212);

South Laflin Street, at 8811 (Handi-
capped Parking Permit 58269);

South Marshfield Avenue, at 7940
(Handicapped Parking Permit 55213);

Alderman	Location, Distance And Time
	South Normal Avenue, at 9308 (Handi-capped Parking Permit 54468);
	South Racine Avenue, at 8742 (Handi-capped Parking Permit 54472);
<i>MUÑOZ</i> (22 nd Ward)	South Trumbull Avenue, at 3018 (Handi-capped Parking Permit 55358);
<i>ZALEWSKI</i> (23 rd Ward)	South LaCrosse Avenue, at 4604 (Handi-capped Parking Permit 52876);
	South Mayfield Avenue, at 5543 (Handi-capped Parking Permit 52216);
	South Narragansett Avenue, at 6012 (Handicapped Parking Permit 55009);
	West 51 st Street, at 4648 (Handicapped Parking Permit 58092);
	West 63 rd Street, at 6821 (Handicapped Parking Permit 55008);
<i>DIXON</i> (24 th Ward)	West Polk Street, at 4938 (Handicapped Parking Permit 57577);
<i>SOLIS</i> (25 th Ward)	West 21 st Street, at 1812 (Handicapped Parking Permit 54065);
<i>OCASIO</i> (26 th Ward)	West Crystal Street, at 3215 (Handi-capped Parking Permit 54499);
<i>E. SMITH</i> (28 th Ward)	West Adams Street, at 3351 (Handi-capped Parking Permit 55448);

Alderman

Location, Distance And Time

West Adams Street, at 4506 (Handi-
capped Parking Permit 55460);

West Fifth Avenue, at 3517 (Handi-
capped Parking Permit 54256);

West Fifth Avenue, at 3629 (Handi-
capped Parking Permit 55458);

West Fulton Street, at 4455 (Handi-
capped Parking Permit 56362);

West Gladys Avenue, at 3826 (Handi-
capped Parking Permit 54315);

West Jackson Boulevard, at 4311
(Handicapped Parking Permit 55463);

North Leamington Avenue, at 737
(Handicapped Parking Permit 56357);

West Monroe Street, at 4335 (Handi-
capped Parking Permit 54248);

West Monroe Street, at 4646 (Handi-
capped Parking Permit 55450);

West Monroe Street, at 4831 (Handi-
capped Parking Permit 55464);

West Superior Street, at 4857 (Handi-
capped Parking Permit 60188);

West Washington Boulevard, at 3840
(Handicapped Parking Permit 55459);

West Washington Boulevard, at 4840
(Handicapped Parking Permit 55452);

West Washington Boulevard, at 4917
(Handicapped Parking Permit 54317);

Alderman	Location, Distance And Time
	West Washington Boulevard, at 5409 (Handicapped Parking Permit 54268);
	West West End Avenue, at 3848 (Handicapped Parking Permit 55461);
	West West End Avenue, at 4125 (Handicapped Parking Permit 54311);
	West Wilcox Street, at 3821 (Handicapped Parking Permit 55462);
CAROTHERS (29 th Ward)	North Meade Avenue, at 2553 (Handicapped Parking Permit 47670);
	North Menard Avenue, at 1006 (Handicapped Parking Permit 48082);
	North Waller Avenue, at 212 (Handicapped Parking Permit 48055);
	North Waller Avenue, at 1049 (Handicapped Parking Permit 53526);
SUAREZ (31 st Ward)	West Deming Place, at 4853 (Handicapped Parking Permit 57859);
	North Kilbourn Avenue, at 2249 (Handicapped Parking Permit 57858);
	North Kilpatrick Avenue, at 2342 (Handicapped Parking Permit 63374);
	North Laramie Avenue, at 2959 (Handicapped Parking Permit 57862);
	North Lowell Street, at 2531 (Handicapped Parking Permit 50002);

Alderman	Location, Distance And Time
	North Lowell Street, at 3024 (Handi- capped Parking Permit 60797);
<i>WAGUESPACK</i> (32 nd Ward)	North Hoyne Avenue, at 3431 (Handi- capped Parking Permit 52315); North Leavitt Street, at 3450 (Handi- capped Parking Permit 56796);
<i>MELL</i> (33 rd Ward)	North Christiana Avenue, at 4415 (Handicapped Parking Permit 55114); North Sawyer Avenue, at 3647 (Handi- capped Parking Permit 55112);
<i>AUSTIN</i> (34 th Ward)	South Eggleston Avenue, at 11145 (Handicapped Parking Permit 58035); South Green Street, at 10333 (Handi- capped Parking Permit 58033); South Racine Avenue, at 10801 (Handi- capped Parking Permit 56367); South Wallace Street, at 12335 (Handi- capped Parking Permit 55507); West 117 th Street, at 423 (Handicapped Parking Permit 58034);
<i>COLÓN</i> (35 th Ward)	North Bernard Street, at 3600 (Handi- capped Parking Permit 57888); North Central Park Avenue, at 3115 (Handicapped Parking Permit 57889); North Hamlin Avenue, at 2327 (Handi- capped Parking Permit 57890);

Alderman	Location, Distance And Time
	West Logan Boulevard, at 2908 (Handi-capped Parking Permit 54280);
	North Monticello Avenue, at 3311 (Handicapped Parking Permit 57873);
	North Ridgeway Avenue, at 2513 (Handi-capped Parking Permit 57864);
<i>BANKS (36th Ward)</i>	West George Street, at 6616 (Handi-capped Parking Permit 43048);
	North Narragansett Avenue, at 3536 (handicapped permit parking);
	North Natchez Avenue, at 2838 (Handi-capped Parking Permit 54507);
	North New England Avenue, at 3644 (handicapped permit parking);
	North Rutherford Avenue, at 2519 (Handicapped Parking Permit 54516);
<i>MITTS (37th Ward)</i>	West Cortez Street, at 4906 (Handi-capped Parking Permit 54979);
	North Leclair Avenue, at 955 (Handi-capped Parking Permit 48116);
	West Superior Street, at 4956 (Handi-capped Parking Permit 60223);
<i>ALLEN (38th Ward)</i>	West Cornelia Avenue, at 4835 (Handi-capped Parking Permit 52270);

Alderman	Location, Distance And Time
	West Eddy Street, at 5213 (Handicapped Parking Permit 58694);
	West Patterson Avenue, at 4840 (Handicapped Parking Permit 56688);
	West Roscoe Street, at 5619 (Handicapped Parking Permit 58695);
<i>LAURINO (39th Ward)</i>	West Ainslie Street and North Drake Avenue (Handicapped Parking Permit 50467);
	North Central Park Avenue, at 4829 (Handicapped Parking Permit 55484);
	North Hamlin Avenue, at 4236 (Handicapped Parking Permit 53940);
	North Kimball Avenue, at 5747 (Handicapped Parking Permit 55499);
	North Ridgeway Avenue, at 3744 (Handicapped Parking Permit 51498);
	North Ridgeway Avenue, at 5017 (Handicapped Parking Permit 53958);
<i>O'CONNOR (40th Ward)</i>	West Argyle Street, at 2610 (Handicapped Parking Permit 58544);
	North Artesian Avenue, at 5819 (Handicapped Parking Permit 57806);
	West Winnemac Avenue, at 2745 (Handicapped Parking Permit 57817);
<i>LEVAR (45th Ward)</i>	West Catalpa Avenue, at 5647 (Handicapped Parking Permit 58120);

Alderman	Location, Distance And Time
	West Cuyler Avenue, at 4922 (Handi-capped Parking Permit 63777);
	West Giddings Street, at 5732 (Handi-capped Parking Permit 58121);
	North Lockwood Avenue, at 5336 (Handi-capped Parking Permit 58123);
	North Woody Avenue, at 6215 (Handi-capped Parking Permit 58118);
<i>SCHULTER</i> (47 th Ward)	North Hamilton Avenue, at 3925 (Handi-capped Parking Permit 51793);
	North Hoyne Avenue, at 3920 (Handi-capped Parking Permit 51676);
	North Rockwell Street, at 4711 (Handi-capped Parking Permit 51674);
	North Wolcott Avenue, at 4309 (Handi-capped Parking Permit 51689);
<i>STONE</i> (50 th Ward)	North Mozart Street, at 6435 (Handi-capped Parking Permit 58541).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2540 WEST ARGYLE STREET.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "West Argyle Street, at 2540 (Handicapped Parking Permit 11602)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6015 WEST ARGYLE STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Argyle Street, at 6015 (Handicapped Parking Permit 33889)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6629 WEST ARTESIAN AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Artesian Avenue, at 6629 (Handicapped Parking Permit 290)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9041 SOUTH BRANDON AVENUE.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously

passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Brandon Avenue, at 9041 (Handicapped Parking Permit 11769)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6725 NORTH CALIFORNIA AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North California Avenue, at 6725 (Handicapped Parking Permit 18245)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7005 SOUTH CRANDON AVENUE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Crandon Avenue, at 7005 (Handicapped Parking Permit 41787)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1324 NORTH DEARBORN STREET.

Alderman Reilly (42nd 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 Dearborn Street, at 1324 (Handicapped Parking Permit 18684)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4820 WEST DEMING PLACE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Deming Place, at 4820 (Handicapped Parking Permit 53897)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1507 WEST EDGEWATER AVENUE.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Edgewater Avenue, at 1507 (Handicapped Parking Permit 47074)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
11244 SOUTH EGGLESTON AVENUE.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously

passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eggleston Avenue, at 11244 (Handicapped Parking Permit 50150)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9434 SOUTH ELIZABETH AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Elizabeth Avenue, at 9434 (Handicapped Parking Permit 45228)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8642 SOUTH EUCLID AVENUE.

Alderman Harris (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Euclid Avenue, at 8642 (Handicapped Parking Permit 12069)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1123½ EAST HYDE PARK BOULEVARD.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a

previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East Hyde Park Boulevard, at 1123½ (post sign on South University Avenue) (Handicapped Parking Permit 36823)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7123 SOUTH INGLESIDE AVENUE.

Alderman Hairston (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Ingleside Avenue, at 7123 (Handicapped Parking Permit 34576)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3111 NORTH KILPATRICK AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kilpatrick Avenue, at 3111 (Handicapped Parking Permit 21813)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4624 SOUTH KOMENSKY AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously

passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Komensky Avenue, at 4624 (Handicapped Parking Permit 8598)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
816 NORTH LEAVITT STREET.

Alderman Waguespack (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Leavitt Street, at 816 (Handicapped Parking Permit 34471)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5446 NORTH LIEB AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lieb Avenue, at 5446 (Handicapped Parking Permit 13890)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
319 NORTH LOTUS 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: "North Lotus Avenue, at 319 (Handicapped Parking Permit 16960)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
324 NORTH LOTUS 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: "North Lotus Avenue, at 324 (Handicapped Parking Permit 29621)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4417 SOUTH MARSHFIELD 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 Marshfield Avenue, at 4417 (Handicapped Parking Permit 54729)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
125 NORTH MAYFIELD AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Mayfield Avenue, at 125 (Handicapped Parking Permit 39646)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2843 NORTH MC VICKER 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 McVicker Avenue, at 2843 (Handicapped Parking Permit 47685)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2162 NORTH MELVINA 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 Melvina Avenue, at 2162 (Handicapped Parking Permit 48253)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6959 SOUTH MICHIGAN 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 Michigan Avenue, at 6959 (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
5615 NORTH MOODY STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Moody Street, at 5615 (Handicapped Parking Permit 42223)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1522 WEST NORWOOD STREET.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Norwood Street, at 1522 (Handicapped Parking Permit 3641)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5444 WEST QUINCY STREET.

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 Quincy Street, at 5444 (Handicapped Parking Permit 50484)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2513 SOUTH SAWYER 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 Sawyer Avenue, at 2513 (Handicapped Parking Permit 12396)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
11611 SOUTH THROOP STREET.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Throop Street, at 11611 (Handicapped Parking Permit 14209)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4906 WEST WASHINGTON BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "West Washington Boulevard, at 4906 (Handicapped Parking Permit 10211)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4908 WEST WASHINGTON BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Washington Boulevard, at 4908 (Handicapped Parking Permit 20602)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6615 NORTH WASHTENAW AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Washtenaw Avenue, at 6615 (Handicapped Parking Permit 51751)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5406 NORTH WAYNE AVENUE.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Wayne Avenue, at 5406 (Handicapped Parking Permit 1417)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2016 WEST WEBSTER AVENUE.

Alderman Waguespack (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Webster Avenue, at 2016 (Handicapped Parking Permit 37840)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8227 SOUTH WENTHWORTH AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wentworth Avenue, at 8227 (Handicapped Parking Permit 37282)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6120 NORTH WOLCOTT AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on

portions of specified public ways by striking the words: "North Wolcott Avenue, at 6120 (Handicapped Parking Permit 15761)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8015 SOUTH WOOD STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wood Street, at 8015 (Handicapped Parking Permit 49904)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3851 WEST 59TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 59th Place, at 3851 (Handicapped Parking Permit 46070)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3432 WEST 64TH PLACE.

Alderman Foulkes (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: "West 64th Place, at 3432 (Handicapped Parking Permit 12917)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4500 WEST 66TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 66th Place, at 4500 (Handicapped Parking Permit 42855)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3746 WEST 69TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 69th Street, at 3746 (Handicapped Parking Permit 38742)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1727 EAST 86TH STREET.

Alderman Harris (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of

specified public ways by striking the words: "East 86th Street, at 1727 (Handicapped Parking Permit 12255)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1318 WEST 112TH PLACE.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 112th Place, at 1318 (Handicapped Parking Permit 33304)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DISABLED PARKING
DURING SPECIFIED HOURS ON PORTIONS
OF SOUTH OAKLEY BOULEVARD.

Alderman Fioretti (2nd Ward) presented a proposed ordinance to provide two percent of the parking on the east side of South Oakley Boulevard, from a point 30 feet south of West Jackson Boulevard, to a point 25 feet west thereof, for disabled parking, to be in effect during the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTIONS OF SOUTH SACRAMENTO AVENUE.

Alderman Lane (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on

portions of various public ways by striking the words: "South Sacramento Avenue (east side) from West 86th Street and West 86th Place -- 8:00 A.M. to 4:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING
ON PORTION OF NORTH KARLOV AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to designate diagonal parking on the west side of North Karlov Avenue from South Archer Avenue, to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BURKE (14 th Ward)	South Trumbull Avenue, at 4513, proceeding north 60 feet to a point just north of the driveway -- 1 hour limit -- 6:00 A.M. to 9:00 A.M. -- Monday through Saturday;
OCASIO (26 th Ward)	North Western Avenue, at 612, for a distance of 100 feet -- 1 hour limit -- 8:00 A.M. to 6:00 P.M. -- Sunday.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and 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>FIORETTI</i> (2 nd Ward)	South Wabash Avenue (west side) from East 26 th Street, to a point 75 feet south thereof -- at all times -- daily (Zone 1211); East 26 th Street (south side) from South Wabash Avenue to South State Street -- at all times -- daily (Zone 1211);
<i>JACKSON</i> (7 th Ward)	South Crandon Avenue (southwest side) in the 9300 block -- at all times -- daily;
<i>BURKE</i> (14 th Ward)	South Richmond Street, in the 4500 block -- at all times -- daily (Zone 1174);
<i>RUGAI</i> (19 th Ward)	South Hale Avenue, at 11500 -- 11599 -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday; West 97 th Street, at Longwood Drive -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
<i>COCHRAN</i> (20 th Ward)	East 61 st Street, in the 1100 block -- at all times -- daily; East 62 nd Street, in the 900 block -- at all times -- daily;

Alderman	Location, Distance And Time
<i>DIXON</i> (24 th Ward)	South St. Louis Avenue, in the 800 block -- at all times -- daily;
<i>BURNETT</i> (27 th Ward)	West Blackhawk Street (south side) in the 400 block -- 6:00 P.M. to 9:30 A.M. (Zone 348); North Cleveland Avenue (east side) in the 1500 block -- 6:00 P.M. to 9:30 A.M. (Zone 348); North Elizabeth Street (west side) in the 500 block (Zone 914); West Evergreen Avenue, in the 400 block -- 6:00 P.M. to 9:30 A.M. (Zone 348); North Hudson Avenue, in the 1500 block -- 6:00 P.M. to 9:30 A.M. (Zone 348);
<i>REBOYRAS</i> (30 th Ward)	West Belden Avenue (south side) in the 3900 block, from North Springfield Avenue to the first alley west thereof -- at all times.

Referred -- CONSIDERATION FOR AMENDMENT OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION OF
WEST BELDEN AVENUE.

Alderman Banks (36th Ward) presented a proposed order authorizing the Commissioner of Transportation to give consideration to amend a previously passed ordinance which established residential permit parking zones on portion of West Belden Avenue to include the south side in Residential Permit Parking Zone 26, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST BELDEN AVENUE.

Alderman Waguespack (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: "West Belden Avenue (both sides) in the 1300 block -- 9:00 A.M. to 9:00 P.M. -- daily (Zone 143)" and inserting in lieu thereof: "West Belden Avenue (both sides) in the 1300 block -- 6:00 P.M. to 9:00 A.M. -- daily (Zone 143)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF SOUTH STATE STREET.

Alderman Fioretti (2nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South State Street (both sides) from East Roosevelt Road to East 14th Street -- at all times -- daily (Zone 365)" and inserting in lieu thereof: "South State Street (west side only) from East Roosevelt Road to East 14th Street -- at all times -- daily (Zone 365)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF EAST 122ND STREET.

Alderman Beale (9th 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: "East 122nd Street, from South Michigan Avenue to South State Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE IN 2230 BLOCK OF
NORTH CAMPBELL AVENUE.

Alderman Flores (1st Ward) presented a proposed order to give consideration to the extension of residential permit parking Zone 102 in the 2230 block of North Campbell Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF STANDING 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
FLORES (1 st Ward)	West North Avenue, at 2045, for one parking space -- 30 minute limit -- 9:00 A.M. to 1:00 A.M. -- daily;
FIORETTI (2 nd Ward)	South State Street, at 1325, for a distance of 25 feet -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday;
BURNETT (27 th Ward)	North Wood Street, at 406 -- 15 minute limit -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
REILLY (42 nd Ward)	North Columbus Drive, at 222 -- 15 minute limit -- unattended vehicles must have lights activated -- at all times -- daily;
SHILLER (46 th Ward)	West Sheridan Road, at 510, for a distance of 25 feet -- 15 minute limit -- unattended vehicles must have lights activated -- at all times -- daily.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
REILLY (42 nd Ward)	North State Street, at 751 -- 6:30 P.M. to 6:30 A.M. -- daily;
DALEY (43 rd Ward)	North Dayton Street, at 1535 -- 8:30 A.M. to 9:00 P.M. -- 15 minute limit -- unattended vehicles must have lights activated -- 8:30 A.M. to 9:00 P.M. -- daily; North Wells Street, at 1618, for one parking space -- 15 minute limit -- unattended vehicles must have lights activated -- 9:00 A.M. to 9:00 P.M.

Alderman	Location, Distance And Time
TUNNEY (44 th Ward)	North Southport Avenue, at 3325 -- at all times -- daily;

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinance and orders directing the Commissioner of Transportation to give consideration to the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
JACKSON (7 th Ward)	East 79 th Street, at 2400 -- "Stop";
OLIVO (13 th Ward)	West 78 th Street and South Knox Avenue -- "Four-Way Stop";
THOMAS (17 th Ward)	South Aberdeen Street, at 7035 -- "Parking Prohibited At All Times -- Handicapped Permit Number 57998"; South Aberdeen Street, at 7521 -- "Parking Prohibited At All Times -- Handicapped Permit Number 54692"; South Bishop Street, at 6639 -- "Parking Prohibited At All Times -- Handicapped Permit Number 59903";

South Bishop Street, at 7618 -- "Parking Prohibited At All Times -- Handicapped Permit Number 57995";

South Honore Street, at 7233 -- "Parking Prohibited At All Times -- Handicapped Permit Number 54950";

South May Street, at 7419 -- "Parking Prohibited At All Times -- Handicapped Permit Number 47888";

South May Street, at 7740 -- "Parking Prohibited At All Times -- Handicapped Permit Number 50971";

South Morgan Street, at 7519 -- "Parking Prohibited At All Times -- Handicapped";

South Morgan Street, at 7922 -- "Parking Prohibited At All Times -- Handicapped Permit Number 40090";

South Wood Street, at 7835 -- "Parking Prohibited At All Times -- Handicapped Permit Number 54971";

South Winchester Avenue, at 7353 -- "Parking Prohibited At All Times -- Handicapped Permit Number 52347";

West 68th Place, at 2025 -- "Parking Prohibited At All Times -- Handicapped";

RUGAI (19th Ward)

West 97th Street and South Damen Avenue -- "Four-Way Stop";

OCASIO (26th Ward)

North Sacramento Boulevard, at 888 -- "Caution Deaf";

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NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location And Type Of Sign
<i>E. SMITH</i> (28 th Ward)	West Jackson Boulevard, at South Albany Avenue -- "Stop";
<i>WAGUESPACK</i> (32 nd Ward)	North Oakley Avenue, at West Melrose Street -- "Stop";
<i>AUSTIN</i> (34 th Ward)	West Justine Street, at West 122 nd Street -- "Stop";
<i>ALLEN</i> (38 th Ward)	North Austin Avenue, at West Cornelia Avenue -- "Two-Way Stop"; North Major Avenue, at West Wilson Avenue -- "Two-Way Stop";
<i>DOHERTY</i> (41 st Ward)	North Avondale Avenue, at North Oshkosh Avenue and West North Avenue, at North Avondale Avenue -- "Two-Way Stop";
<i>LEVAR</i> (45 th Ward)	North Lamon Avenue and West Dakin Street -- "All-Way Stop"; North Milwaukee Avenue, at 6154 (westbound) from a point 50 feet south of West Huntington Street, to a point 25 feet south thereof -- "No Parking--Loading Zone -- 5:00 P.M. -- 12:00 A.M. --Thursday Through Saturday";
<i>SHILLER</i> (46 th Ward)	North Simonds Drive and West Wilson Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
STONE (50 th Ward)	West Touhy Avenue, in the 2600 block -- "No Truck Parking Anytime".

Referred -- CONSIDERATION FOR REMOVAL OF "HANDICAPPED PARKING" SIGNS AT SPECIFIED LOCATIONS.

Alderman Ocasio (26th Ward) presented four proposed ordinances directing to give consideration to the removal of the "Handicapped Parking" signs at the location specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Belden Avenue, at 3319 (Handicapped Parking Permit 44996);
North Spaulding Avenue, at 2250 -- 2252 (Handicapped Parking Permit 33063);
North Spaulding Avenue, at 2252 (handicapped permit parking); and
North Washtenaw Avenue, at 1101 (Handicapped Parking Permit 26888).

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.

The aldermen named below presented twenty-two 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 BALCER (11th Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 8-F bounded by:

West 31st Street; a line 24 feet east of and parallel to South Wallace Street; the public alley next south of and parallel to West 31st Street; and South Wallace Street.

To classify as an RS3 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 8-G bounded by:

West 32nd Place; South Racine Avenue; a line 47 feet south of and parallel to West 32nd Place; and the public alley next west of and parallel to South Racine Avenue.

BY ALDERMAN COCHRAN (20th Ward):

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

the public alley next north of and parallel to East 61st Street; the public alley next east of and parallel to South Rhodes Avenue; the public alley next north of and parallel to East 61st Street; South Champlain Avenue; a line 111 feet north of and parallel to East 61st Street; the public alley next east of and parallel to South Champlain Avenue; a line 72 feet north of and parallel to East 61st Street; South Langley Avenue; a line 47 feet south of and parallel to East 61st Street; the public alley next west of and parallel to South Langley Avenue; East 61st Street; the public alley next west of and parallel to South Champlain Avenue; a line 47 feet south of and parallel to East 61st Street; South St. Lawrence Avenue; a line 97 feet south of and parallel to East 61st Street; the public alley next east of and parallel to South Rhodes Avenue; a line 87 feet south of and parallel to East 61st Street; and South Eberhart Avenue.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 58 feet north of and parallel to East 61st Street; the public alley next east of and parallel to South Eberhart Avenue; a line 83 feet north of and parallel to

East 61st Street; South Rhodes Avenue; a line 57 feet south of and parallel to East 61st Street; the public alley next west of and parallel to South Rhodes Avenue; a line 87 feet south of and parallel to East 61st Street; and South Eberhart Avenue.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 69 feet south of and parallel to East 61st Street; South Dr. Martin Luther King Jr. Drive; a line 169 feet south of and parallel to East 61st Street; and the public alley next west of and parallel to South Dr. Martin Luther King Jr. Drive.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 75 feet north of and parallel to East 61st Street; the public alley next east of and parallel to South Dr. Martin Luther King Jr. Drive; East 61st Street; South Vernon Avenue; a line 57 feet south of and parallel to East 61st Street; the public alley next west of and parallel to South Vernon Avenue; a line 97 feet south of and parallel to East 61st Street; and South Dr. Martin Luther King Jr. Drive.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 100 feet north of and parallel to East 61st Street; the public alley next east of and parallel to South Calumet Avenue; a line 75 feet north of and parallel to East 61st Street; South Dr. Martin Luther King, Jr. Drive; East 61st Street; the public alley next east of and parallel to South Calumet Avenue; a line 119 feet south of and parallel to East 61st Street; and South Calumet Avenue.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 118 feet north of and parallel to East 61st Street; the west boundary line of the Jackson Park Railroad right-of-way line; a line 150 feet north of and parallel to East 61st Street; South Calumet Avenue; East 61st Street; the west boundary line of the Jackson Park Railroad right-of-way line; a line 219 feet south of and parallel to East 61st Street; and South Prairie Avenue.

To classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-E bounded by:

a line 133 feet north of and parallel to East 61st Street; the public alley next east of and parallel to South Vernon Avenue; a line 83 feet north of and parallel to East 61st Street; South Eberhart Avenue; East 61st Street; the public alley next east of and parallel to South Vernon Avenue; a line 57 feet south of and parallel to East 61st Street; and South Vernon Avenue.

To classify as an RS3 Residential Single-Unit (Detached House) District or 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 14-F bounded by:

the public alley next south of and parallel to West 58th Street; the public alley next west of and parallel to South Shields Avenue; West 59th Street; the public alley next west of and parallel to the public alley next west of and parallel to South Princeton Avenue; West 59th Place; and the east boundary line of the Penna Railroad right-of-way line.

BY ALDERMAN WAGUESPAK (32nd 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-H bounded by:

West Charleston Street; a line 164 feet west of and parallel to North Hoyne Avenue; the alley next south of West Charleston Street; and a line 212 feet west of and parallel to North Hoyne Avenue.

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-H bounded by:

West Webster Avenue; a line 96 feet west of and parallel to the alley next west of and parallel to North Hoyne Avenue; West Shakespeare Avenue; North Leavitt Street; a line 28 feet south of and parallel to West Webster Avenue; and the alley next east of and parallel to North Leavitt Street.

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 7-H bounded by:

West Fletcher Street; the alley next east of North Oakley Avenue; a line 45.54 feet south of West Fletcher Street; and North Oakley Avenue.

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-H bounded by:

a line 191 feet south of and parallel to West Roscoe Street; the public alley next east of and parallel to North Leavitt Street; a line 216 feet south of and parallel to West Roscoe Street; and North Leavitt Street.

BY ALDERMAN AUSTIN (34th Ward):

To classify as a C1-1 Neighborhood Commercial District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 28-F bounded by:

West 115th Street; a line 50 feet east of and parallel to the public alley next east of and parallel to South Halsted Street; the public alley next south of and parallel to West 115th Street; and the public alley next east of and parallel to South Halsted Street.

To classify as a C1-1 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 28-H bounded by:

a line 164.75 feet northeast of West 119th Street (as measured along the northwest boundary line of the public alley next southeast of and parallel to South Vincennes Avenue); the public alley next southeast of and parallel to South Vincennes Avenue; a line 64.75 feet northeast of West 119th Street (as measured along the northwest boundary line of the public alley next southeast of and parallel to South Vincennes Avenue); and South Vincennes Avenue.

To classify as a C1-1 Neighborhood Commercial District instead of a B3-1 Community Shopping District the area shown on Map Number 30-F bounded by:

West 120th Street; the public alley next east of and parallel to South Halsted Street; a line 50 feet south of and parallel to West 120th Street; and South Halsted Street.

BY ALDERMAN LAURINO (39th Ward):

To classify as an RS1 Residential Single-Unit (Detached House) District instead of a B3-1 Community Shopping District the area shown on Map Number 15-K bounded by:

the public alley next south of and parallel to West Peterson Avenue; a line 25.42 feet west of and parallel to North Keating Avenue; a line 30.58 feet south of and parallel to the public alley next south of and parallel to West Peterson Avenue; and the public alley next west of and parallel to North Keating Avenue.

BY ALDERMAN DALEY (43rd Ward):

To classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-F bounded by:

a line 142 feet south of and parallel to West Belden Avenue; the public alley next east of and parallel to North Halsted Street; a line 196 feet north of and parallel to West Webster Avenue; and North Halsted Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B3-1.5 Community Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 11-I bounded by:

West Pensacola Avenue; North Western Avenue; West Cullom Avenue; and the public alley next west of and parallel to North Western Avenue.

BY ALDERMAN M. SMITH (48th Ward):

To classify as a B2-2 Neighborhood Mixed-Use District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 15-G bounded by:

West Glenlake Avenue; a line 92 feet east of and parallel to North Clark Street (North Ashland Avenue); West Norwood Street; and North Clark Street (North Ashland Avenue).

To classify as a B2-2 Neighborhood Mixed-Use District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 15-G bounded by:

West Hood Avenue; a line 122 feet east of and parallel to North Clark Street (North Ashland Avenue); West Glenlake Avenue; and North Clark Street (North Ashland Avenue).

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred thirty-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)	Marshfield Lofts Condominium Association; 1700 -- 1702 North Artesian Condominium Association; 2023 -- 2027 North California Condominium Association;
<i>FIORETTI</i> (2 nd Ward)	The Lofts at Museum Park Condominiums; Metropolitan Place Condominium Association; Michigan Indiana Condominium Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

17993

Alderman

Claimant

Museum Park Lofts Condominium
Association;

Olympia Lofts Condominium Association;

State Place Condominium Association;

Townhomes of Dearborn Park
Condominium Association;

16th Street Condominium Association;

77 East 16th Street Condominium
Association;

801 South Plymouth Court Condominium
Association;

DOWELL (3rd Ward)

One East 14th Place Condominium
Association;

PRECKWINKLE (4th Ward)

McGill Parc Condominium;

Newport Condominium (5);

Regal Club Condominium Association;

1213 -- 1215 East 53rd Street
Condominium Association;

HAIRSTON (5th Ward)

Blackstone Condominium Association;

Blackstone Court Condominium
Association;

Greenwood East Cooperative
Apartments, Inc.;

Lakefront Place Condominium
Association;

Alderman	Claimant
	The Mews on Dorchester; Midway Apartment Building Corporation; Park Shore East Cooperative; 5340 South Hyde Park Condominium Association; 5437 -- 5439 Condominium Association (2);
<i>LYLE</i> (6 th Ward)	7935 South State Condominium Association;
<i>OLIVO</i> (13 th Ward)	Courtyard in Ford City Condominium Association;
<i>RUGAI</i> (19 th Ward)	Beverly Ridge Court Townhome Association;
<i>ZALEWSKI</i> (23 rd Ward)	6646 West 64 th Place Corporation;
<i>SOLIS</i> (25 th Ward)	University Commons I Condominium Association; University Commons II Condominium Association; University Commons III Condominium Association;
<i>OCASIO</i> (26 th Ward)	True Lofts Condominium Association; Village Lofts Condominium Association;
<i>BURNETT</i> (27 th Ward)	Arthouse Lofts Condominium Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

17995

Alderman

Claimant

Fulton Street Lofts;

Granville Syndicate;

Madison Bishop Townhome
Association;

Promenade Condominium Association;

1111 West Madison Street
Condominium;

REBOYRAS (30th Ward)

3301 North Ridgeway Condominium;

WAGUESPACK (32nd Ward)

Film Strip Lofts Condominium
Association;

Gallery Lofts Condominium
Association;

1601 West Altgeld Street
Condominium Association;

2033 North Damen Condominium
Association;

MELL (33rd Ward)

Francisco Condominium Association;

Manor's Gate;

Mozart Court Condominium
Association;

The Ravenswood Point Condominiums;

River Park North Homeowner's
Association;

University Park on the River
Condominiums;

3435 West Berteau Condominium
Association;

Alderman	Claimant
	3501 -- 3507 West Wilson Condominium Association;
	3800 -- 3806 North Troy Condominium Association;
	4415 -- 4417 North Troy Condominium Association;
<i>COLÓN</i> (35 th Ward)	Armitedge Condominium Association;
<i>BANKS</i> (36 th Ward)	Addison Point Condominiums;
	3436 North Narragansett Condominium Association;
	3438 North Narragansett Condominium Association;
	3440 North Narragansett Condominiums;
	3444 North Narragansett Condominiums;
	3446 North Narragansett Condominiums;
<i>LAURINO</i> (39 th Ward)	Coachlight Condominium Association;
	Gunnison Corner Condominium Association;
	Sun Villa Condominium;
<i>O'CONNOR</i> (40 th Ward)	Arthurs Court Condominium Association;
	Granville Syndicate;
	6635 -- 6637 North Glenwood Condominium Association (2);

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

17997

Alderman

Claimant

DOHERTY (41st Ward)

The Avenue on Harlem Condominium
Association;

Banbury Hill Condominium
Association;

Birchtree Manor IV Condominium
Association;

Catalpa Court Condominium
Association;

Chevalier Condominium Association;

Cumberland Crossing Condominiums;

Higgins Place Condominium
Association;

Katherine Condominium Building
Association;

Kings Ridge Condominium;

Northwest Terrace Building Number 3
Condominium Association;

Orleans Condominium Association;

Palatine Condominium Association;

5113 North East River Road
Condominium Association;

5139 -- 5143 North East River Road
Condominium Association (2);

5139 -- 5143 North East River Road --
Forest Villas;

5219 North Oakview Condominium
Association;

Alderman

Claimant

5989 -- 5991 North Northwest Highway
Condominium Association;

6831 North Northwest Highway
Condominium Association;

8507 -- 8511 West Catalpa
Condominium Association;

8529 West Catalpa Condominium
Association;

8606 West Summerdale Condominium
Association;

8642 West Berwyn Condominium
Association;

8718 -- 8724 West Berwyn
Condominium Association;

REILLY (42nd Ward)

The Constellation Condominium
Association;

LaSalle Manor;

Lowell House Condominiums;

161 Chicago Avenue East
Condominium Association;

227 East Walton Condominium
Association;

1427 -- 1429 North Dearborn
Condominium Association;

1530 North Dearborn Parkway
Condominium Association;

Alderman

Claimant

DALEY (43rd Ward)

Burling Park Condominium
Association;

Chicago Concord Lane Townhouse
Association;

Common Sense Condominium
Association;

The Factory Condominium Association;

Mohawk Square Condominium
Association;

One East Scott;

Park Lincoln;

Soda Pop Factory Condominium
Association;

Terraces on LaSalle;

Webster Street Condominiums;

Wells Street Studios Condominium
Association (formerly Montgomery
Court Condominium Association);

1503 North Mohawk Condominium
Association;

1520 North Sedgwick Condominiums;

1651 North Dayton Homeowners'
Association;

2020 Lincoln Park West Condominium
Association;

2700 North Hampden Court
Condominium Association;

Alderman

Claimant

TUNNEY (44th Ward)

3516 North Sheffield Condominium
Association;

Barry Avenue Townhouses;

Barry Commons;

Bosworth Manor Condominium
Association;

Gaslight Village Condominium
Association;

Hawthorne Place II Condominium;

Pembroke on Cambridge Homeowner's
Association;

Seminary Towers;

Waveland Court Condominium
Association;

632 West Buckingham Place
Condominium Association;

640 West Barry Condominium
Association;

3042 -- 3044 North Kenmore Avenue
Condominium Association;

3348 North Sheffield Condominium
Association;

LEVAR (45th Ward)

Goodman Court Condominium;

Goodman Condominium Association;

Heritage Condominiums;

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18001

Alderman

Claimant

Higgins Manor Condominium
Association;

Jefferson Pointe;

Jefferson Park Place Condominium
Association;

Kerry Courts Condominium;

Lawrence Court Condominium
Association;

Lynette M. Nano;

Winona Elston Condominium
Association;

5312 West Windsor Condominium;

6333 North Milwaukee Avenue
Condominium Association;

SHILLER (46th Ward)

Carmen Manor Condominium
Association;

Cornelia Place Condominium
Association;

Dover Suites Condominium
Association;

Grace Shore Condominium
Association;

Malden Suites Condominium
Association;

Melba Condominium Association;

Racine Court Condominium Association;

Alderman

Claimant

Sheridan Buena Condominium
Association;

Sheridan Square Condominium
Association;

United Winthrop Tower Cooperative;

Waveland Courts Condominium
Association;

Winona Court Condominium
Association;

Winona Terrace Condominium
Association;

539 -- 547 West Brompton
Condominiums;

852 -- 854 West Lakeside Place
Condominium Association;

1252 -- 1254 West Winona
Condominium Association;

3950 North Lake Shore Drive
Condominium Association (2);

4026 North Clarendon Avenue
Association;

4300 Marine Drive Condominium
Association;

4343 Clarendon Condominium
Association;

4603 North Racine Condominium
Association;

4861 -- 4863 North Winthrop
Condominium Association;

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18003

Alderman

Claimant

SCHULTER (47th Ward)

Byron Condominium Association;
Claremont Condominium Association;
Damen Pointe;
Giddings Corner Condominium
Association;
Leland Court Condominium
Association;
Lincoln Commons Condominium
Association;
Larchmont Lofts Condominium
Association;
Monaco Condominium;
Montrose Condominium Association;
North Dover Street Condominium
Association;
Wolcott Place Condominium
Association;
1766 Winnemac Condominium
Association;
1801 West Addison Condominium
Association;
4224 North Ashland Condominium
Association, Inc.;

M. SMITH (48th Ward)

The Andersonville Grandeur
Condominium Association;
Ardmore Square Condominium
Association;

Alderman

Claimant

Beach Point Tower Condominium .
Association;

Berwyn Station Condominium
Association;

Catalpa Condominium Association;

Glenwood Balmoral Condominium
Association;

Glenwood Crossing Condominium
Association;

Glenwood North Condominium
Association;

Glenwood Property Association;

Kendale Condominium Association;

Manor House Condominium
Association;

North Winthrop Avenue Condominium
Association;

Park Place Condominium Association;

Regency Balmoral Condominium
Association;

Ridgewood Flats Condominium
Association;

Thorndale East Condominium
Association (2);

West Edgewater Condominium
Association;

Alderman

Claimant

Winthrop Commons Condominium
Association;

831 West Ainslie Condominium
Association;

848 West Gunnison Condominium
Association;

912 -- 914 Margate Condominium
Association;

912 -- 914 West Winona Condominium
Association;

1431 -- 1433 West Rascher
Condominium Association (2);

1531 -- 1533 West Thorndale
Condominium Association;

4910 -- 4912 North Winthrop Avenue
Condominium Association;

5053 -- 5055 North Sheridan
Condominium Association;

5217 -- 5219 North Winthrop
Condominiums;

6221 -- 6223 North Magnolia
Condominium Association;

6232 -- 6234 North Broadway
Condominium Association;

6247 -- 6249 North Glenwood
Condominium Association;

M. SMITH For
MOORE (49th Ward)

The Elms in Rogers Park;

Pratt on the Lake;

Suites on the Lake Condominium
Association;

Alderman

Claimant

1330 Fargo Condominium
Association (4);

1404 -- 1410 West Jonquil Terrace
Condominium Association;

1527 Chase Condominium Association;

1634 -- 1636 West Greenleaf
Condominium Association;

6822 -- 6828 North Greenview;

STONE (50th Ward)

Francisco Garden Condominium
Association (2);

6500 North Ridge 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 VARIOUS PURPOSES.

Fourteen 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:

Augusta & Paulina Service Station -- to maintain and use one sign at 1700 West Augusta Boulevard;

Bosworth Flats, L.L.C. -- to maintain and use six balconies at 1501 North Bosworth Avenue;

Central Furniture Mart, Inc. -- to maintain and use two signs at 1348 North Milwaukee Avenue;

City Sports -- to maintain and use one sign at 1201 North Milwaukee Avenue;

Freedom Mortgage Team, Inc. -- to maintain and use one sign at to 2235 West North Avenue;

Johns Pizzeria -- to maintain and use three light fixtures at 2104 North Western Avenue;

La Pasadita -- to maintain and use one sign at 1132 North Ashland Avenue;

La Pasadita -- to maintain and use one sign at 1140 North Ashland Avenue;

La Pasadita -- to maintain and use one sign at 1141 North Ashland Avenue;

Noire 57 Inc. -- to maintain and use one sign at 1726 West Division Street;

Skippy's Red Hot -- to maintain and use one sign at 1642 West Chicago Avenue;

Super Design Furniture -- to maintain and use one sign at 1335 North Milwaukee Avenue;

Super Submarine -- to maintain and use one sign at 1050 North Ashland Avenue;
and

Thai Lagoon Restaurant -- to maintain and use four light fixtures at 2322 West North Avenue.

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:

Diversey-Maplewood, L.L.C. -- 2755 North Maplewood Avenue; and

840 North Western, Inc. -- 836 -- 840 North Western Avenue/2402 West Rice Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, FOR LANDMARK PROPERTY
AT 1118 NORTH WOLCOTT AVENUE.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioner of Environment, the Commissioner of Fire and the Zoning Administrator to issue all necessary permits, free of charge, for the landmark property at 1118 North Wolcott Avenue for complete gut rehabilitation of an existing historic residential building including replacement of electrical, plumbing and heating systems and a new rear porch, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, thirteen proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Andina Buenos Aires, L.L.C. -- for one canopy at 1740 West Division Street;

Chris' Bar -- for one canopy at 1610 West North Avenue;

Discoteca Pasadita/L.P. Electronics -- for one canopy at 1130 North Ashland Avenue;

Lattas Law Firm -- for one canopy at 2220 West North Avenue;

La Pasadita -- for one canopy at 1140 North Ashland Avenue;

La Pasadita -- for one canopy at 1141 North Ashland Avenue;

OK Consulating and Reading -- for two canopies at 1566 North Milwaukee Avenue;

Panera Bread, L.L.C. -- for five canopies at 2310 West Logan Boulevard;

Rio Balsas Market -- for one canopy at 1943 West Chicago Avenue;

Sura Restaurant -- for one canopy at 2257 West North Avenue;

Ukrainian Cooperative Agency -- for one canopy at 2315 West Chicago Avenue;

Ukrainian Village Pharmacy -- for one canopy at 2317 West Chicago Avenue; and

Unibody Auto Collision Ltd. -- for five canopies at 1891 North Milwaukee Avenue.

Presented By

ALDERMAN FIORETTI (2nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Five proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

The Chicago Lighthouse for People Who Are Blind or Visually Impaired, 1850 West Roosevelt Road -- for a two year period not to exceed December 31, 2010;

Deborah's Place, 2822 West Jackson Boulevard -- for a two year period not to exceed December 31, 2010;

National Multiple Sclerosis Society, 525 West Monroe Street -- for a two year period not to exceed December 31, 2010;

The Salvation Army Harbor Light Center, 1515 West Monroe Street -- for a one year period not to exceed December 31, 2009; and

Warren Family Health Center, 2409 West Warren Boulevard -- for the year period beginning January 16, 2008 and ending January 15, 2010.

Referred -- AMENDMENT OF TITLE 15, CHAPTER 26 OF MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF SECTION 540 AND ADDITION OF NEW SECTION 545 CONCERNING USE OF LIQUIFIED PETROLEUM GAS IN INDUSTRIAL FORKLIFT TRUCKS AT MC CORMICK PLACE.

Also, a proposed ordinance to amend Title 15, Chapter 26 of the Municipal Code of Chicago by modification of Section 540 and by the addition of new Section 545 authorizing the use of liquified petroleum gas in industrial forklift trucks used solely at McCormick Place, which was *Referred to the Committee on Police and Fire*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, eleven 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:

Arcadia Place Townhome Association -- to maintain and use one planter adjacent to 16 -- 18 South Aberdeen Street;

Exposure Tapas Supper Club & Gallery -- to maintain and use one windscreen adjacent to 1315 South Wabash Avenue;

Fish Port -- to maintain and use one sign at 15 West Jackson Boulevard;

Joffco Square -- to construct, install, maintain and use five planters adjacent to 555 West Roosevelt Road;

Loomis-Laffin Lofts, L.L.C. -- to construct, install, maintain and use two structural projections at 1401 West 15th Street;

Metropolitan Properties of Chicago, L.L.C. -- to maintain and use four vaults adjacent to 310 South Michigan Avenue;

Rush University Medical Center -- to construct, install, maintain and use one tunnel adjacent to 1611 West Harrison Street;

Seb Immobilien Investment GMBH -- to construct, install, maintain and use two flag poles adjacent to 550 West Adams Street;

235 West Van Buren Development Corporation -- to construct, install, maintain and use four hundred nineteen balconies at 235 West Van Buren Street;

520 South Michigan Avenue Associates, Ltd. -- to maintain and use a recessed bay with two curb cuts adjacent to 520 South Michigan Avenue; and

520 South Michigan Avenue Associates, Ltd. -- to maintain and use a vault adjacent to 520 South Michigan Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, ten proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Blossoms of Hawaii -- for two canopies at 1631 South Michigan Avenue;

Depasada Restaurant -- for one canopy at 1517 West Taylor Street;

Golden Thai -- for one canopy at 1509 West Taylor Street;

Hi Tea -- for one canopy at 14 East 11th Street;

Inner - City Underwriting Agency, Inc. -- for two canopies at 1631 South Michigan Avenue;

La Cantina Grill -- for one canopy at 1911 South Michigan Avenue;

Monday's Restaurant Number 5, Inc. -- for one canopy at 19 East Jackson Boulevard;

New Prairie Hotel -- for one canopy at 2847 West Washington Boulevard;

Budget Rent A Car System, Inc. -- for one canopy at 714 South Wabash Avenue;
and

Thai Spoon -- for ten canopies at 601 South Wabash Avenue.

Presented By

ALDERMAN FIORETTI (2nd Ward)
And OTHERS:

Referred -- EXPRESSION OF SUPPORT FOR PASSAGE OF EMPLOYEE
FREE CHOICE ACT (S.1925 AND HR 3619) AND CALL ON
CITY HOSPITAL REPRESENTATIVES TO ENGAGE IN
DIALOGUE WITH HEALTH AND HOSPITAL
WORKERS CONCERNING FORMATION
OF UNIONS.

A proposed resolution, presented by Aldermen Fioretti, Flores, Dowell, Preckwinkle, Jackson, Pope, Muñoz, E. Smith and Allen, calling on representatives of city hospitals to engage in dialogue with health and hospital workers seeking to form or be represented by unions and encouraging city hospitals to work with employees toward improving the quality of care provided for patients and caregivers, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN DOWELL (3rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status for the period beginning January 16, 2008 and ending January 15, 2010, which were *Referred to the Committee on Finance*, as follows:

Grand Boulevard Family Health Center, 5401 South Wentworth Avenue;

South State Family Health Center, 5050 South State Street; and

Taylor Family Health Center, 4501 South State Street.

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:

Mr. Sammie Bader -- 212 -- 216 East 51st Street;

Taz Property, Inc. -- 5041 South Prairie Avenue; and

4918 South Indiana L.L.C. -- 4918 South Indiana Avenue.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF BOOKER FAMILY HEALTH
CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Booker Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to medical and educational activities for the facility located at 747 East 47th Street, for a period beginning January 16, 2008 and ending January 15, 2009, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO PAPPY'S
FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to Pappy's for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to maintain and use eleven light fixtures adjacent to 4700 South Cottage Grove Avenue; and

to maintain and use three security cameras adjacent to 4700 South Cottage Grove Avenue.

Referred -- STANDARDIZATION OF EAST 37TH
STREET AS "IDA B. WELLS WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of East 37th Street, from South Dr. Martin Luther King, Jr. Drive to South Rhodes Avenue, as "Ida B. Wells Way", which was *Referred to the Committee on Transportation and Public Way*.

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18015

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN AND USE CANOPY AT
1424 EAST 53rd STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Boston Market Number 825 to maintain and use one canopy at 1424 East 53rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward)
And OTHERS:

Referred -- CITY COUNCIL COMMITTEE ON HEALTH URGED
TO CONDUCT HEARINGS ON ALTERNATIVE FACILITY
FOR PATIENTS AND EMPLOYEES OF MICHAEL
REESE HOSPITAL PRIOR TO CLOSING.

A proposed resolution, presented by Aldermen Preckwinkle, Fioretti, Dowell, and E. Smith, urging the Committee on Health to conduct hearings on finding an alternative facility for patients and employees of Michael Reese Hospital in vicinity of current location and prior to its closing, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- EXEMPTION OF THE UNIVERSITY OF CHICAGO
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing The University of Chicago with inclusive exemption,

under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at various locations, for the period beginning January 1, 2008 and ending December 31, 2008, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO THE UNIVERSITY OF
CHICAGO FOR VARIOUS PURPOSES.

Also, four proposed ordinances to grant permission and authority to The University of Chicago for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to construct, install, maintain and use one earth retention system adjacent to 5646 --
5648 South Drexel Avenue;

to construct, install, maintain and use one earth retention system adjacent to
5711 South Drexel Avenue;

to construct, install, maintain and use one earth retention system adjacent to 915 --
919 East 57th Street; and

to maintain and use two slurry walls adjacent to 5807 South Woodlawn Avenue.

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY THE UNIVERSITY OF CHICAGO.

Also, a proposed ordinance which would allow The University of Chicago to pay a reduced license fee of \$10.00 for each of the special police employed at 5801 South Ellis Avenue pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Jordan Valley -- for one canopy at 1976 East 73rd Street; and

67th One Stop Food & Liquor, Inc. -- for one canopy at 1508 East 67th Street.

Presented By

ALDERMAN HAIRSTON (5th Ward)
And OTHERS:

Referred -- CITY COUNCIL COMMITTEE ON THE BUDGET
AND GOVERNMENT OPERATIONS URGED TO
CONDUCT HEARING ON PROCUREMENT
PROCEDURES OF CITY SERVICES.

A proposed resolution, presented by Aldermen Hairston, Fioretti, Dowell, Preckwinkle, Lyle, Jackson, Muñoz and Shiller, urging the Committee on the Budget and Government Operations to conduct hearing and invite the Purchasing Agent and the Corporation Counsel to discuss transparency of city contracts and procurement process which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN LYLE (6th 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:

Camelot Motel -- to maintain and use eight light fixtures adjacent to 9118 South Cottage Grove Avenue;

DJ Foods & Liquors -- to maintain and use one sign adjacent to 444 East 79th Street;

J & J Electronics -- to maintain and use one sign at 7433 South State Street;

Kim's General Fashion -- to maintain and use one sign at 72 East 75th Street; and

State Street Meat Market -- to maintain and use one sign at 7143 South State Street.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

CT Clothing -- for one canopy at 711 East 79th Street;

Mather's More Than A Cafe -- for one canopy at 33 East 83rd Street;

Perfect Touch -- for one canopy at 334 East 95th Street; and

Tristian & Dylan Maintenance Service, Inc. -- for one canopy a 717 East 79th Street.

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18019

Presented By

ALDERMAN JACKSON (7th Ward):

Referred -- GRANT OF PRIVILEGE TO GRILL & SUB TO MAINTAIN AND
USE SIGN AT 2906 EAST 83RD STREET.

A proposed ordinance to grant permission and authority to Grill & Sub to maintain and use one sign at 2906 East 83rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HARRIS (8th 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:

Three J's BBQ & Restaurant -- to maintain and use one light pole adjacent to 1713 East 75th Street; and

WKRB Food & Liquor -- to maintain and use one sign adjacent to 9361 South Cottage Grove Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Three J's BBQ & Restaurant -- for one canopy at 1713 East 75th Street; and

Zeidan Abuali -- for one canopy at 956 East 79th Street.

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

KDM Management Company -- for one sign at 10940 South Michigan Avenue; and

Yoony Wig, Inc. -- for one sign at 11129 South Michigan Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN AND USE CANOPY AT
146 WEST 103RD STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to

issue a permit to Khalil Food & Liquor to maintain and use one canopy at 146 West 103rd Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- EXEMPTION OF BRANDON FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Brandon Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 8300 South Brandon Avenue, for the period beginning January 16, 2008 and ending December 15, 2010, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs attached to the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Harts Food Center, Inc. -- to maintain and use one sign at 13209 South Baltimore Avenue;

Lake Shore Food -- to maintain and use one sign at 8400 South Baker Avenue; and

The Original Amare's -- to maintain and use one sign at 13505 South Brainard Avenue.

Referred -- EXEMPTION OF CABRALES AUTO REPAIR SERVICE, INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR
12958 SOUTH CARONDOLET AVENUE.

Also, proposed ordinance to exempt Cabrales Auto Repair Service, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 12958 South Carondolet 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 8822 SOUTH EXCHANGE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Gilbert Valdez, Jr. to park his pickup truck and/or van at 8822 South Exchange Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE 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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Michael Roman and Associates -- for one canopy at 10537 South Ewing Avenue;

Rich's Food Mart -- for one canopy at 3240 East 91st Street; and

Tadic East Side Window Tint -- for one canopy at 3940 East 105th Street.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs attached to the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Saint Andrew Lutheran Church -- for one sign at 3659 South Honore Street; and

Washing Well -- for one sign at to 6325 North Ridge Avenue.

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:

Berto Development, L.L.C. -- 3615 -- 3621 South Blake Street; and

Riverside Homes, L.L.C. -- 2828 -- 2842 South Broad Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bangkok Thai 55 Restaurant -- for one canopy at 451 West 31st Street; and

Xin Xin Restaurant -- for one canopy at 3417 South Halsted Street.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- EXEMPTION OF SAN RAFAEL FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing San Rafael Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 3204 West 26th Street for the period beginning January 16, 2008 and ending January 15, 2010, which was *Referred to the Committee on Finance*:

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, four 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:

Laundryland South, Inc. -- to maintain and use one sign at 4030 South Western Avenue;

WF Halls Self Storage, Inc. -- to maintain and use four light fixtures adjacent to 1919 West Pershing Road;

WF Halls Self Storage, Inc. -- to maintain and use one security camera adjacent to 1919 West Pershing Road; and

WF Halls Self Storage, Inc. -- to maintain and use one sign adjacent to 1919 West Pershing Road.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed 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. Miguel Garcia -- 2850 South Troy Street;

Mr. Jose Lozano -- 4319 South Maplewood Avenue;

Mr. Lino Medrano -- 2851 West 23rd Street; and

Mr. Blas Santillanes -- 2846 West 21st Place.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN AND USE CANOPY AT
2426 WEST 47TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Mayras Video to maintain and use one canopy at 2426 West 47th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 13.279 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF SOUTH PULASKI ROAD.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 13.279 which restricted the issuance of additional package goods licenses on South Pulaski Road, from West 63rd Street to West 65th Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, seven proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

All Luxury Limousine -- for one sign at 4425 -- 4427 West 55th Street;

Carquest of 63rd Street -- for one sign at 5815 West 63rd Street;

Le Bageed Bakery -- for one sign at 4140 West 63rd Street;

O.K. Travel Agency, Inc. -- for one sign at 5807 West 63rd Street;

The Optical Place Limited -- for one sign at 4401 West 63rd Street;

Talk Smart -- for one sign at 4006 West 63rd Street; and

West Fifty Fifth Street -- for one sign at 4201 West 55th Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF RAFFLE LICENSES,
FREE OF CHARGE, TO VARIOUS APPLICANTS.

Also, four proposed orders authorizing the Director of Business Affairs and Licensing to issue, free of charge, annual Raffle Licenses to the applicants listed for the period of November 16, 2007 through November 15, 2008, which were *Referred to the Committee on Finance*, as follows:

Queen of the Universe Church -- 7114 South Hamlin Avenue;

Saint Nicholas of Tolentine Church -- 3721 West 62nd Street;

Saint Turibius Church -- 5646 South Karlov Avenue; and

West Lawn Chamber of Commerce -- 4021 West 63rd Street.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, eight proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Araceli Castro -- 6732 South Kedvale Avenue;

Ms. Rebecca Gonzalez -- 6336 South Keating Avenue;

Mr. Michael Hargarten -- 3923 West 55th Place;

Mr. Eulogio Lara -- 3834 West 67th Place;

Ms. Nora Ocampo -- 3859 West 61st Place;

Mr. Teofilo G. Rangel -- 3814 West 68th Street;

Ms. Isela Torres -- 6331 South Kedvale Avenue; and

Ms. Ramona Villanueva -- 6217 South Keeler Avenue.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicagoland Pizza & Pasta -- for one canopy at 5620 South Pulaski Road;

Fruteria & Taqueria San Miguel, Inc. -- for one canopy at 4434 West 59th Street; and

La Quibrada Number 5 -- for one canopy at 3816 -- 3818 West 63rd Street.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- EXEMPTION OF KEDZIE FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Kedzie Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 3213 -- 3121 West 47th Place for the period beginning January 16, 2008 and ending January 15, 2010, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 233 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF FOURTEENTH
WARD WITHIN EXISTING PILOT PROGRAM
TO ALLOW BOOTING OF VEHICLES
ON PRIVATE PROPERTY BY
PRIVATE COMPANIES.

Also, a proposed ordinance to amend Title 4, Chapter 233 of the Municipal Code of

Chicago by the addition of the 14th Ward within the existing pilot program to allow booting of motor vehicles on private property by private companies, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS TO
MAINTAIN AND USE SIGNS AT VARIOUS LOCATIONS.

Also, five proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Club Karlov -- for one sign at 4058 West 47th Street;

New 51st & Western Currency -- for two signs at 5102 South Western Avenue;

Radio Shack Number 6516 -- for two signs at 4359 South Archer Avenue;

Whipple Street, L.L.C. -- for one sign at 3025 West 47th Street; and

14th Aldermanic Ward Office -- Alderman Edward M. Burke -- for one sign at 2650 West 51st Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Americas Gym -- for one canopy at 3144 West 59th Street; and
Extreme Hair Design -- for one canopy at 2539 West 51st Street.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN LAURINO (39th Ward):**

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE
OF CHICAGO BY CREATION OF NEW SECTION 127
TO PROHIBIT CYBERSTALKING.

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by the creation of new Section 127 which would define and prohibit cyberstalking and establish penalties for violations thereof, which was *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Economic, Capital and Technology Development.*

Presented By

ALDERMAN FOULKES (15th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Best Steaks -- for one sign at 2500 West 63rd Street; and

J-Bees -- for one sign at 2410 West 63rd Street.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

A & B Enterprises -- for one canopy at 3034 West 63rd Street;

Best Steaks -- for one canopy at 2500 West 63rd Street;

Fast Food El Mexicano -- for one canopy at 3332 West 63rd Street;

Quality Hair & Nail Studio -- for one canopy at 6559 South Kedzie Avenue; and

Taqueria Jr -- for one canopy at 3646 South Kedzie Avenue.

Presented By

ALDERMAN THOMPSON (16th Ward):

Referred -- GRANTS OF PRIVILEGE TO BUSY BEE
SUPERMARKET, INC. FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to Busy Bee Supermarket, Inc. for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to maintain and use four light fixtures adjacent to 5657 -- 5659 South Ashland Avenue; and

to maintain and use one sign at 5657 -- 5659 South Ashland Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Busy Bee Supermarket, Inc. -- for one canopy at 5657 -- 5659 South Ashland Avenue; and

Cidras Food Mart -- for one canopy at 2057 West 51st Street.

Presented By

ALDERMAN THOMAS (17th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. SUDSY TO MAINTAIN
AND USE SIGN AT 1010 WEST 79TH STREET.

A proposed ordinance to grant permission and authority to Mr. Sudsy to maintain and use one sign at 1010 West 79th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 7846 SOUTH WOOD STREET.

Also, a proposed order directing the Commissioner of Transportation to grant

permission to Mr. Matthew C. Brand to park his pickup truck at 7846 South Wood 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 MAINTAIN AND USE CANOPY AT
247 WEST 79TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Shear Charisma to maintain and use one canopy at 247 West 79th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LANE (18th Ward):

Referred -- GRANT OF PRIVILEGE TO MC DONALD'S TO MAINTAIN
AND USE SIGN AT 8415 SOUTH PULASKI ROAD.

A proposed ordinance to grant permission and authority to McDonald's to maintain and use one sign at 8415 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed 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. Johnnie Barker -- 8045 South Washtenaw Avenue;

Mr. Salvador Escobedo -- 7212 South Troy Street;

Mr. John M. McClain -- 6919 South Rockwell Street; and

Mr. Fred Stokes, Jr. -- 2232 West 72nd Place.

Presented By

ALDERMAN RUGAI (19th Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.*

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Country Fair Foods -- for one sign at 10800 South Western Avenue; and

O'Rourke's Office -- for one sign at 11064 South Western Avenue.

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to the applicants listed 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. David McClain -- 10415 South Hamilton Avenue; and

Mr. Julius Zook -- 1636 West 101st Street.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

County Fair Foods -- for one canopy at 10800 South Western Avenue;

CVS/Pharmacy Number 2845 -- for three canopies at 1930 West 103rd Street;

The Loan Center, Inc. -- for four canopies at 1800 -- 1806 West 95th Street;

Oriental Chop Suey -- for one canopy at 1820 West 95th Street; and

Richie's Restaurant -- for two canopies at 3123 -- 3125 West 111th Street.

Presented By

ALDERMAN COCHRAN (20th Ward):

Referred -- EXEMPTION OF PARAMOUNT DEVELOPMENT FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR 6019 --
6021 SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

A proposed ordinance to exempt Paramount Development from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 6019 -- 6021 South Dr. Martin Luther King, Jr. Drive, 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 CANOPY
AT 1856 WEST 47TH STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Chicago Driving School to construct, maintain and use one canopy at 1856 West 47th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- EXEMPTION OF AUBURN-GRESHAM FAMILY
HEALTH CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Auburn-Gresham Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 8234 South Ashland Avenue for the period beginning January 16, 2008 and ending January 15, 2010, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Black Planet -- to maintain and use one sign at 107 West 95th Street;

Coop's Records -- to maintain and use one sign at 1613 -- 1615 West 87th Street;
and

Urban Beautique -- to maintain and use four light fixtures adjacent to 8822 South Ashland Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Homecraft Construction, Inc. -- for one canopy at 9449 South Halsted Street; and

Perfect Peace Cafe & Bakery, L.L.C. -- for one canopy at 1255 --1257 West 79th Street.

Presented By

ALDERMAN MUNOZ (22nd 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, under their not-for-profit status, for the period beginning January 16, 2008 and ending January 15, 2010, which were *Referred to the Committee on Finance*, as follows:

Centro Medico, 3700 West 26th Street; and

Servicios Medicos La Villita, 3303 West 26th Street.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.*

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

La Candelaria Jewelry, Inc. -- for one sign at 3938 West 26th Street;

26th Discount Store, Inc. -- for one sign at to 3510 West 26th Street; and

26th Street Swift Carcare, Inc. -- for two signs at to 3246 West 26th Street.

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed 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. Raul Cancino -- 2414 South Christiana Avenue;

Ms. Norma Marquez -- 2658 South Sawyer Avenue;

Mr. Martin Martinez -- 4139 West 26th Street, truck Number 1;

Mr. Martin Martinez -- 4139 West 26th Street, truck Number 2; and

Mr. Ruben Soriano -- 2319 South Ridgeway Avenue.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Catedral Cyber Cafe -- for two canopies at 2500 South Christiana Avenue;

Footsie, Inc. -- for one canopy at 3950 West 26th Street;

Rebora, Inc. -- for one canopy at 3552 West 26th Street;

Rest Y Taqueria La Justicia -- for one canopy at 3901 West 26th Street;

Supermercado Moroleon -- for one canopy at 3158 South Harding Avenue; and

Zavala's Grocery Store, Inc. -- for one canopy at 2657 South Kolin Avenue.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- EXEMPTION OF DOCTOR'S MEDICAL GROUP
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Doctor's Medical Group 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 6240 West 55th Street for the period beginning January 16, 2008 and ending January 15, 2010, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

A1 Cash Store -- for one sign at 4628 South Cicero Avenue;

Jaime Auto Repair -- for one sign at 6010 South Archer Avenue; and

Re/Max Select -- for one sign at 6124 West 63rd Street.

Referred -- EXEMPTION OF CICERO ARCHER, L.L.C. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 5101 -- 5135
SOUTH CICERO AVENUE.

Also, a proposed ordinance to exempt Cicero Archer, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5101 -- 5135 South Cicero 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.*

Also, a proposed ordinance to exempt Cicero Archer, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5101 -- 5135 South Cicero 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 INSTALL SIGN/SIGNBOARD AT
5400 SOUTH KNOX AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Billboards, Inc. to install a sign/signboard at 5400 South Knox Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, eight proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed 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. Jacob Campbellbey -- 4448 South Laverne Avenue;

Mr. Vito D'Amico -- 5208 South Laramie Avenue;

Ms. Maria Garcia -- 3721 West 57th Street;

Mr. Gonzalo Herrera -- 5326 South Monitor Avenue;

Mr. Robert Klima -- 6135 South Natchez Avenue;

Mr. Scott Smentek -- 6617 West 64th Street;

Mr. Michael Spangler -- 5333 South Sayre Avenue; and

Mr. Santiago Villagrana -- 6146 South Moody Avenue.

Presented By

ALDERMAN DIXON (24th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Brother Food & Liquor -- to maintain and use one sign at 4259 West Van Buren Street;

Daily Food & Liquor Inc. -- to maintain and use three light fixtures adjacent to 3958 West Arthington Street;

Daily Food & Liquor Inc. -- to maintain and use two security cameras at 3958 West Arthington Street;

Daily Food & Liquor Inc. -- to maintain and use one sign at 3958 West Arthington Street;

New West Kedzie, L.L.C. -- to construct, install, maintain and use six balconies at 3211 West Lexington Street; and

Soap Opera Village -- to maintain and use one sign at 4156 West Roosevelt Road.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Daily Food & Liquor Inc. -- for one canopy at 3958 West Arthington Street;

The Gift House, Inc. -- for one canopy at 1309 South Kedzie Avenue;

Lenoir Funeral Home -- for three canopies at 1511 South Pulaski Road;

Osama Food Inc. -- for one canopy at 1308 South Central Park Avenue; and

Safeway I C Management, Inc. -- for two canopies at 4327 West Roosevelt Road.

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Double Li Chinese Restaurant -- to maintain and use one sign at 228 West Cermak Road;

J & F Investment Group, L.L.C. -- to maintain and use one staircase adjacent to 1837 South Loomis Street;

Maxim's Bakery -- to maintain and use one sign at 2215 South Wentworth Avenue;

Morgan's Bar and Grill -- to maintain and use fourteen light fixtures adjacent to 1325 South Halsted Street;

New Lobster King Inc. -- to maintain and use one sign at 2217 South Wentworth Avenue;

Penang Malaysian Cuisine/Red-I Karaoke Lounge -- to maintain and use fifteen light fixtures adjacent to 2201 South Wentworth Avenue; and

Senina Beauty House -- to maintain and use one sign at 2406 South Wentworth Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, eight proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Cananas -- for one canopy at 2310 South Blue Island Avenue;

Double Li Chinese Restaurant -- for one canopy at 228 West Cermak Road;

Dollar & Up IV Inc. -- for one canopy at 2118 West Cermak Road;

Fat Lee Grocery Store -- for one canopy at 2243 South Wentworth Avenue;

Little Joe's Circle Lounge Inc. -- for one canopy at 1041 West Taylor Street;

New Lobster King Inc.-- for one canopy at 2217 South Wentworth Avenue;

Pacific Furniture Inc. -- for one canopy at 2200 South Wentworth Avenue; and

We Wash Car Wash Inc.-- for six canopies at 2040 -- 2042 South Halsted Street.

Presented By

**ALDERMAN SOLIS (25th Ward) And
ALDERMAN SHILLER (46th Ward):**

Referred -- AMENDMENT OF TITLE 7, CHAPTER 12,
SECTION 387 OF MUNICIPAL CODE OF
CHICAGO TO PROHIBIT FEEDING OF
PIGEONS ON PUBLIC PROPERTY.

A proposed ordinance to amend Title 7, Chapter 12, Section 387 of the Municipal Code of Chicago which would prohibit any person from providing food, including but not limited to grain, seeds, greens, bread crumbs and other miscellaneous food scraps to pigeons on public property, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF HUMBOLDT PARK FAMILY
HEALTH CENTER FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Humboldt Park Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 3202 West North Avenue, for the period beginning January 16, 2008 and ending December 15, 2010, which was *Referred to the Committee on Finance*.

*Referred -- AUTHORIZATION FOR DONATION OF FIRE
THERMO ENERGY CAMERAS TO CITY
OF SALINAS, ECUADOR.*

Also, a proposed substitute ordinance authorizing the Commissioner of Fleet Management to enter into and execute such documents as may be necessary to effectuate the donation of fire thermo energy cameras, free of any liens and encumbrances in an "as is" condition, to the City of Salinas, Ecuador, which was *Referred to the Committee on Police and Fire.*

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Also, ten proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Aqua Clean Laundry -- to maintain and use two signs at 3000 West North Avenue;

Café Colao -- to maintain and use one windscreen adjacent to 2638 West Division Street;

Chava's Taco's -- to maintain and use one sign at 2351 West Grand Avenue;

Chava's Taco's -- to maintain and use one windscreen at 2351 West Grand Avenue;

Cosmic Food -- to maintain and use five light fixtures adjacent to 2525 West North Avenue.

Di Carlo's Armanetti Liquors -- to maintain and use three signs at 515 North Western Avenue;

Golden Chef Chinese Kitchen -- to maintain and use one sign at 3262 West North Avenue;

Moneil Food & Liquor -- to maintain and use one sign at 3402 West Fullerton Avenue;

Salsachicago.com -- to construct, install, maintain and use space (removable dance floor) adjacent to 2725 West Division Street; and

Silemi's Flowers and Gifts -- to maintain and use one sign at 3622 West North Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED GRANT OF PRIVILEGE TO
LA PLENA RESTAURANT FOR
SIDEWALK CAFE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on September 9, 2007 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 10205, which authorized grant of privilege to La Plena Restaurant for operation of a sidewalk cafe at 2617 West Division Street by striking the privilege number "1966880" and inserting in lieu thereof the privilege number "1066880", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 3604 WEST
DICKENS AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Paul E. Johansson to park his pickup truck and/or van at Number 3604 West Dickens Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, ten proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

American Union Saving & Loan -- for two canopies at 2601 West Division Street;

Angelo's Restaurant -- for one canopy at 3505 West Fullerton Avenue;

Cafe Colao -- for one canopy at 2638 West Division Street;

Chava's Taco's -- for three canopies at 2351 West Grand Avenue;

Kimball Kwik Mart -- for canopy at 1700 North Kimball Avenue;

Nail Fetish, Inc. -- for one canopy at 525 North Ashland Avenue;

Performance Auto Body Center, Inc. -- for one canopy at 2233 West Grand Avenue;

PR Cafeteria Incorporated -- for one canopy at 1552 North Kedzie Avenue;

Sunnyside Medical Center -- for one canopy at 2749 West North Avenue; and

Swan Nails -- for one canopy at 2648 West Division Street.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the

applicants listed, under their not-for-profit status, related to the erection and maintenance of buildings and fuel storage facilities, for the periods noted, which were *Referred to the Committee on Finance*, as follows:

Dr. James West Clinic at the Haymarket Center, 120 North Sangamon Street -- for the period of January 16, 2008 through January 15, 2010;

Park Community Church, 1001 North Crosby Street -- for a one year period not to exceed December 31, 2007; and

Park Community Church, 1001 North Crosby Street -- for a one year period not to exceed December 31, 2008.

*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:

Allied Valve -- to maintain and use one fire escape adjacent to 1019 West Grand Avenue;

Damato Bakery Number 1 -- to maintain and use one sign at 1124 West Grand Avenue;

De Cero -- to maintain and use one sign at 812 -- 816 West Randolph Street;

Devon Self-Storage -- to maintain and use one sign at 345 North Western Avenue;

Dragonfly Mandarin -- to maintain and use one drain adjacent to 832 West Randolph Street;

Grand Auto Center -- to maintain and use one sign at 1401 West Grand Avenue;

Houndoug's -- to maintain and use one sign at 237 West North Avenue;

La Luce -- to maintain and use one sign at 1393 West Lake Street;

R.P. Fox Associates -- to maintain and use two bay windows adjacent to 1142 West Grand Avenue;

Sawsan -- to maintain and use one sign at 3524 West Chicago Avenue;

S.N. Peck Building Inc. -- to maintain and use one banner adjacent to 1647 West Fulton Street; and

S.N. Peck Building Inc. -- to maintain and use one security camera adjacent to 1647 West Fulton Street.

Referred -- EXEMPTION OF MS. ANNETTE KELLY/CAMPUS
CONSTRUCTION FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 1148 WEST
MONROE STREET.

Also, a proposed ordinance to exempt Ms. Annette Kelly/Campus Construction from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1148 West Monroe 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 PERMIT
TO INSTALL SIGN/SIGNBOARD AT 370 WEST
CHICAGO AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Windsor Outdoor, L.L.C. to install a sign/signboard at 370 West Chicago Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, fourteen proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ashland Wash -- for one canopy at 715 North Ashland Avenue;

Damato Bakery Number 1 -- for one canopy at 1124 West Grand Avenue;

De Cero -- for one canopy at 812 -- 816 West Randolph Street;

Greektown Gyros -- for four canopies at 239 South Halsted Street;

Houndoug's -- for one canopy at 237 West North Avenue;

Jimmy John's -- for two canopies at 812 West Van Buren Street;

N W Institute Contemporary Learning -- for one canopy at 4040 West Division Street;

Mr. Robert W. Kobow -- for one canopy at 1154 West Madison Street;

Rose Massage Spa -- for one canopy at 955 North Ashland Avenue;

Urban Out Sitters, Inc. -- for two canopies at 161 North Halsted Street;

Urban Out Sitters, Inc. -- for four canopies at 729 West Randolph Street;

Victoria Financial Mortgage -- for one canopy at 766 North Milwaukee Avenue;

Vision Boutique -- for three canopies at 948 -- 950 West Madison Street; and

Washington Morgan Building Corp. -- for one canopy at 954 West Washington Boulevard.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Four proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status, from all city fees related to the erection and maintenance of buildings and fuel storage facilities for the period beginning January 16, 2008 and ending January 15, 2010, which were *Referred to the Committee on Finance*, as follows:

ACCESS Community Health Network, 1501 South California Avenue;

Kling Professional Medical Center, 2720 West 15th Street;

Madison Family Health Center, 3800 West Madison Street; and

Plaza Medical Center, 2507 West Cermak Road.

Referred -- AMENDMENT OF TITLE 8, CHAPTER 20, SECTION 140
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
REQUIRE REGISTRANTS FOR POSSESSION
OF FIREARMS TO KEEP SUCH
WEAPONS SECURED.

Also, a proposed ordinance to amend Title 8, Chapter 20, Section 140 of the Municipal Code of Chicago by requiring registrants for possession of firearms to keep such weapons under lock and key in a secured location, which was *Referred to the Committee on Police and Fire*.

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18053

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:

Bethel New Life Child Development Center -- to maintain and use one security camera adjacent to 316 North Pulaski Road; and

Iron Mountain Records Management -- to maintain and use one structural projection adjacent to 1333 South Rockwell Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 1224
SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to North Shore Outdoor to install a sign/signboard at 1224 South Western Avenue, which was *Referred to the Committee on Buildings*.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

A & A Beepers & Cellular -- for two canopies at 266 North Kedzie Avenue;

Golden Dragon -- for one canopy at 8 South Cicero Avenue;

Happy Beauty Supply -- for one canopy at 13 South Kedzie Avenue;

Happy Fish & Chicken Inc. -- for three canopies at 5 -- 7 South Cicero Avenue;
and

Servicios Flores -- for one canopy at 2215 South California Avenue.

Presented By

**ALDERMAN E. SMITH (28th Ward) And
ALDERMAN FIORETTI (2nd Ward):**

Referred -- CITY COUNCIL COMMITTEE ON HOUSING AND REAL
ESTATE URGED TO CONDUCT HEARINGS ON SUB-PRIME
MORTGAGE LENDING PRACTICES BY FINANCIAL
INSTITUTIONS AND EXPRESSION OF SUPPORT
FOR UNITED STATES SENATE BILL 2136
"HELPING FAMILIES SAVE THEIR HOMES
IN BANKRUPTCY ACT OF 2007".

A proposed resolution urging the Committee on Housing and Real Estate to conduct hearings and elicit the testimony from representatives of the top ten sub-prime mortgage lending and financial institutions doing business with the City of Chicago concerning sub-prime mortgage lending practices and expression of support to for United State Senate Bill 2136 known as "Helping Families Save Their Homes In Bankruptcy Act of 2007" and further, to require improved transparency in lending practices by financial institutions doing business with the City of Chicago and calling upon the City Treasurer to enforce such provisions, which was *Referred to the Committee on Housing and Real Estate*.

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18055

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXEMPTION OF AUSTIN FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Austin Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 5835 West North Avenue for the period of January 16, 2008 through January 15, 2010, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, four proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Big "O" Movers and Storage, Inc. -- for one sign at 5951 West Madison Street;

Grand BP -- for two signs at 6359 West Grand Avenue;

FTEX Foods & Liquor Inc. -- for one sign at 5756 West Chicago Avenue; and

Mr. Charles Moelter -- for one sign at 5815 West Madison Street.

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 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. Willie B. Brown -- 5420 West Van Buren Street; and

Mr. Miguel Diaz -- 904 South Menard Avenue.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Andy's Accounting -- for one canopy at 17 South Austin Boulevard;

CEDA -- for four canopies at 5730 West Division Street;

Circo Children's Shoe Place, Inc. -- for one canopy at 2800 North Moody Avenue;

Mr. Charles Moelter -- for one canopy at 5815 West Madison Street;

Mario's Butcher Shop Food Center -- for one canopy at 5817 -- 5825 West Madison Street; and

Ted's Cocktail Lounge -- for one canopy at 5813 West Madison Street.

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 022 (30.36) AND 023 (30.42) WHICH WOULD DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF NORTH CENTRAL AVENUE AND WEST SCHUBERT AVENUE.

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by the addition of new subsections 022 (30.36) and 023 (30.42) which would disallow the issuance of additional alcoholic liquor and package goods licenses, respectively, on North Central Avenue, from West Schubert Avenue to West Diversey Avenue, and on West Schubert Avenue, from North Linder Avenue to North Central Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, four 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:

Aldi Foods-Store Number 27 -- to maintain and use one sign at 3363 North Milwaukee Avenue;

Dino and Nick Fast Food -- to maintain and use three signs at 2035 North Pulaski Road;

El Barrio Grocery -- to maintain and use one bay window adjacent to 3938 West North Avenue; and

Family Dollar Store Number 7078 -- to maintain and use two signs at 3916 West Fullerton Avenue.

Referred -- EXEMPTION OF AUTO SERVICES OF CHICAGO, INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3458 NORTH PULASKI ROAD.

Also, a proposed ordinance to exempt Auto Services of Chicago, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3458 North Pulaski Road, 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 CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

El Barrio Grocery -- for one canopy at 3938 West North Avenue; and

Latin Grocery & Liquor, Inc. -- for one canopy at 3800 West North Avenue.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Nine 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:

AAAA Auto Care -- to maintain and use one sign at 4919 West Diversey Avenue;

Chicago Tire -- to maintain and use one sign at 4510 West Fullerton Avenue;

Presbytery of Chicago -- to maintain and use one fire escape adjacent to 2516 North Kostner Avenue;

Pulaski Fullerton Currency Exchange -- to maintain and use two signs at 4001 West Fullerton Avenue;

Quality Car Corner -- to maintain and use fourteen banners adjacent to 2205 North Cicero Avenue;

Quality Car Corner -- to maintain and use eleven banners adjacent to 2456 North Cicero Avenue;

Spiros Automotive -- to maintain and use one sign at 2814 North Laramie Avenue;

The Strive Group -- to maintain and use one sign at 4545 West Palmer Street; and

Valve Auto Mart Inc. -- to maintain and use four banners adjacent to 2734 North Cicero Avenue.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Daishar Salon -- for one canopy at 2044 North Cicero Avenue;

Katy's Flowers & Gifts Shop -- for one canopy at 2415 North Cicero Avenue;

L & T Discount -- for one canopy at 3326 North Milwaukee Avenue; and

Tapatios Billiards and Pool -- for one canopy at 4238 West Fullerton Avenue.

Presented By

ALDERMAN WAGUESPACK (32nd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 32.14 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF WEST WABANSIA AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 32.14 which restricted the issuance of additional alcoholic liquor licenses on West Wabansia Avenue, from North Ashland Avenue to North Wolcott Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. John Edward Aberman -- to maintain and use one flood control adjacent to 2138 West Lyndale Street;

Il Covo, Inc. -- to maintain and use two light fixtures adjacent to 2152 North Damen Avenue;

Saint Alphonsus Parish -- to maintain and use one sign at 1414 West Oakdale Avenue;

Ms. Jean Samocki -- to maintain and use one sign at 2032 West Armitage Avenue;

Sweet Bean and More -- to maintain and use one sign at 1855 West Diversey Parkway;

The Tavern -- to maintain and use seven fences adjacent to 1954 -- 1958 West North Avenue; and

Windy City K-9 Club -- to maintain and use one sign at 1628 North Elston Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Legacy Outdoor, L.L.C. -- 2575 North Clybourn Avenue; and

White Way Sign and Maintenance Company -- 1800 North Clybourn Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Michael Gadde -- 3508 North Paulina Street;

Mr. William Haderlein -- 1521 West Wellington Avenue; and

Mr. Ian Patrick Kernan -- 1816 North Paulina Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, twelve proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Blue Fin Japanese Restaurant -- for two canopies at 1952 West North Avenue;

Boutique Lavanda -- for one canopy at 2138 West Chicago Avenue;

C'est Moi L.L.C. -- for one canopy at 2129 North Damen Avenue;

Green Dolphin Inc. -- for one canopy at 1606 West Webster Avenue;

Division Cleaners -- for one canopy at 2108 West Division Street;

Mr. John Gil Kong -- for eleven canopies at 2657 North Clybourn Avenue;

Midtown Lofts Condominium Association -- for five canopies at 2355 -- 2357 North Damen Avenue;

Subway -- for one canopy at 1917 West Fullerton Avenue;

Sweet Bean and More -- for three canopies at 1855 West Diversey Parkway;

Wilton Cleaners -- for two canopies at 2030 North Damen Avenue;

Zen Noodles -- for one canopy at 1852 West North Avenue; and

860 Evergreen Properties -- for one canopy at 860 West Evergreen Avenue.

Presented By

ALDERMAN MELL (33rd 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:

First Mortgage Corp. of Chicago -- to maintain and use six light fixtures adjacent to 3124 West Irving Park Road; and

The Peoples Gas Light and Coke Company -- to maintain and use one pipe adjacent to 2650 West Montrose Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 4132 NORTH BERNARD STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Hector M. Vallecillos to park his pickup truck and/or van at 4132 North Bernard 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 PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Kedzie & Wilson Food, Inc. -- for three canopies at 4553 North Kedzie Avenue; and

Seven Stars Beauty Salon -- for one canopy at 3001 West Montrose Avenue.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Glispie Co Locksmith -- for one sign at 12201 South Halsted Street;

Joy Auto Corp. -- for one sign at 10001 South Halsted Street; and

Safari Marketplace -- for one sign at 1403 West 111th Street.

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR
TRAFFIC PORTION OF WEST 103RD PLACE,
BETWEEN SOUTH WENTWORTH AVENUE
AND SOUTH PRINCETON AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic West 103rd Place, between South Wentworth Avenue and South Princeton Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR VACATION OF PORTIONS
OF PUBLIC ALLEYS IN AREA BOUNDED BY WEST
103RD STREET, SOUTH WENTWORTH AVENUE,
WEST 104TH STREET AND SOUTH
PRINCETON AVENUE.

Also, a proposed ordinance authorizing the vacation of three 16 foot public alleys in the area bounded by West 103rd Street, South Wentworth Avenue, West 104th Street and South Princeton Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Get More Wireless -- for one canopy at 1484 West 115th Street;

Power Day Care Center -- for two canopies at 725 West 123rd Street; and
Six Brothers Food Market Inc. -- for one canopy at 609 West 119th Street.

Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- EXEMPTION OF ARMITAGE FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Armitage Family Health Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 2957 West Armitage Avenue for the period of January 16, 2008 through January 15, 2010, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 35.3 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF WEST ADDISON STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 35.3 which restricted the issuance of additional package goods licenses on West Addison Street, from North Kimball Avenue to North Lawndale Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Dollar Town & Linen, Inc. -- for two signs at 2754 -- 2756 North Milwaukee Avenue;

Guatelinda Bakery -- for one sign at 3025 West Diversey Avenue; and

M Fishman & Co. -- for one sign at 3240 West Fullerton Avenue.

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. Matt Friedman -- 2844 West Armitage Avenue; and

Poothakallil Gabriel -- 2827 West Belden Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed 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. Matthew Burbank -- 3247 West Fullerton Avenue;

Mr. Marcin Chmielik -- 3100 West Diversey Avenue;

Mr. Jesus Lozano -- 2963 North Ridgeway Avenue;

Mr. George Quinones -- 2503 North Campbell Avenue;

Ms. Julianna T. Ruiz -- 2905 West Shakespeare Avenue; and

Mr. Caleb Svoboda -- 1945 North Whipple Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, eight proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Armitage Produce Inc. -- for one canopy at 2007 North Kimball Avenue;

Delgado Travel Agency Inc. -- for one canopy at 2845 North Milwaukee Avenue;

Mubelria Amira Furniture -- for two canopies at 2775 North Milwaukee Avenue;

Pizzeria Lo Spizzico -- for two canopies at 1948 North Kimball Avenue;

Polnet Communications Ltd. -- for one canopy at 3656 West Belmont Avenue;

Sunrise Fresh Market 2 -- for one canopy at 2722 North Milwaukee Avenue;
Tropi Cuba -- for two canopies at 3000 West Lyndale Street; and
Wireless Central L.L.C. -- for one canopy at 3242 West Armitage Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Cesar A. Juarez -- for one sign at 3140 North Austin Avenue; and
Okocim Bar & Grill -- for one sign at 6801 West Addison Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6720 WEST BELMONT AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Konrad's Liquors to construct, maintain and use one canopy at 6720 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MITTS (37th Ward):

*Referred -- GRANT OF PRIVILEGE TO TAQUERIA
LA LEY TO MAINTAIN AND USE SIGN AT
6000 WEST GRAND AVENUE.*

A proposed ordinance to grant permission and authority to Taqueria La Ley to maintain and use one sign at 6000 West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTIONS OF NORTH MC VICKER AVENUE
AND WEST BELDEN AVENUE FOR
SCHOOL PURPOSES.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Crista Boske, Principal/Chicago International Charter School -- West Belden Campus to close to traffic the intersection of North McVicker Avenue and West Belden Avenue, from the alley to the corner of each street, on all school days for the 2007 -- 2008 school year, during the hours of 7:30 A.M. to 8:00 A.M., 10:00 A.M. to 1:30 P.M. and 3:15 P.M. to 4:00 P.M., which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5057 WEST DIVISION STREET.*

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to A & B Food Market Inc. to construct, maintain and use one

12/12/2007

NEW BUSINESS PRESENTED BY ALDERMEN

18071

canopy at 5057 West Division Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Three proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Andino Furniture -- for one sign at 4201 West Irving Park Road;

A Securecar, Ltd. -- for one sign at 3638 North Cicero Avenue; and

Hairline Creations Inc. -- for one sign at 5850 West Montrose Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3500 NORTH CICERO AVENUE.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Chicago Sweatlodge to construct, maintain and use one canopy at 3500 North Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 7 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW CHAPTER 60
TO REQUIRE ELECTRONIC MONITORING OF
CHILD SEX OFFENDERS.

A proposed ordinance, presented by Aldermen Allen, Fioretti, Beale, Pope, Lane, Rugai, Austin, Colón, Mitts, Laurino and Levar, to amend Title 7 of the Municipal Code of Chicago by the addition of new Chapter 60 which would require any child or juvenile sex offender instructed to register with the city under the Illinois Sex Offender Registration Act, 730 ILCS 150/1, et seq., as amended, to wear at all times an electronic monitoring device within the city limits, excluding therefrom any child sex offender having a prior requirement to wear an electronic device as a condition of the offender's probation, parole or other supervised release, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- AMENDMENT OF TITLE 11, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY CREATION OF NEW SECTION 1901
TO REQUIRE CERTAIN STORES TO ESTABLISH IN-STORE
PLASTIC BAG RECYCLING PROGRAM.

A proposed ordinance to amend Title 11, Chapter 4 of the Municipal Code of Chicago by the creation of new Section 1901 which would require any operator of a retail or wholesale store having over five thousand square feet of retail space and providing plastic carry-out bags to customers, to establish an in-store recycling program, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- EXEMPTION OF NORTHEASTERN ILLINOIS
UNIVERSITY FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing Northeastern Illinois University with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and related parking areas at 5500 North St. Louis Avenue for a one year period not to exceed December 31, 2008, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 39.62 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF NORTH PULASKI ROAD.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 39.62 which restricted the issuance of additional package goods licenses on North Pulaski Road, from West Argyle Street to West Foster Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

M & J Liquor & Grocery -- for one sign at 3654 -- 3660 West Lawrence Avenue;
and

Taqueria San Juanito, Inc. -- for one sign at 3312 West Foster Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO ASAP
SIGN & LIGHTING MAINTENANCE INC. TO INSTALL
SIGNS/SIGNBOARDS AT 3960 WEST
IRVING PARK ROAD.

Also, two proposed orders directing the Commissioner of Buildings to issue a permit to ASAP Sign & Lighting Maintenance Inc. to install signs/signboards at 3960 West Irving Park Road, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 74 square feet; and

one sign/signboard measuring 298 square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bryn Mawr Dental Clinic -- for one canopy at 3407 West Bryn Mawr Avenue; and

Leo's Fast Lane Car Wash -- for one canopy at 4267 North Elston Avenue.

*Referred -- REPRESENTATIVES FROM DEPARTMENT OF PLANNING
AND DEVELOPMENT URGED TO TESTIFY ON FINANCIAL
INCENTIVES TO ENCOURAGE DEVELOPMENT
OF GROCERY STORES.*

Also, a proposed resolution inviting representatives from the Department of Planning and Development and related agencies to testify before the Committee on Health and the Committee on Economic, Capital and Technology Development on the financial incentives currently available to assist or encourage the development of grocery stores, which was *Referred to a Joint Committee comprised of the members of the Committee on Health and the members of the Committee on Economic, Capital and Technology Development.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

*Referred -- CORRECTION OF SEPTEMBER 27, 2007 JOURNAL
OF THE PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF CHICAGO.*

A proposed ordinance to correct the September 27, 2007 *Journal of the Proceedings of the City Council of the City of Chicago* for an ordinance printed on page 9607 by deleting the text "46th Ward" appearing in the sixth printed line from the top of the page and inserting in lieu thereof the text "47th Ward", which was *Referred to the Committee on Committees, Rules and Ethics.*

*Referred -- EXEMPTION OF PETERSON FAMILY HEALTH CENTER
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.*

Also, a proposed ordinance providing Peterson Family Health Center with inclusive

exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 2655 West Peterson Avenue for a one year period beginning February 16, 2008 and ending February 15, 2009, which was *Referred to the Committee on Finance*.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.*

Also, four proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Albany Pharmacy Inc. -- for two signs at 5326 North Kedzie Avenue;

Center for Seniors -- for one sign at 5321 North Kedzie Avenue;

Hamburger Mary's Chicago -- for one sign at 5400 North Clark Street; and

5077 Kiko Meat Market -- for one sign at 5077 North Lincoln Avenue.

*Referred -- EXEMPTION OF MC CAFFERY/WRT LOYOLA SUB, L.L.C.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

Also, a proposed ordinance to exempt McCaffery/WRT Loyola Sub, L.L.C. from the physical barrier requirement pertaining to alley accessibility for its parking facilities, 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 5742 NORTH JERSEY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Mohammad Salaban to park his pickup truck and/or van at 5742 North Jersey Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6619 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Business Affairs and Licensing to issue a permit to Los Niches Colombian Restaurant to construct, maintain and use one canopy at 6619 North Clark Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO AD DELUXE SIGN CO. TO
INSTALL SIGN/SIGNBOARD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Ad Deluxe Sign Co. to install a sign/signboard, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN REILLY (42nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status, related to the erection and maintenance of buildings and fuel storage facilities at the locations specified, for the period of January 1, 2008 through December 31, 2008, which were *Referred to the Committee on Finance*, as follows:

The Chicago School of Professional Psychology, 325 North Wells Street;

Lyric Opera of Chicago, 20 North Wacker Drive; and

Rehabilitation Institute of Chicago, 345 East Superior Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, forty-one 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:

Blue Chicago -- to construct, install, maintain and use five light fixtures adjacent to 534 North Clark Street;

CFP Saint Clair, L.L.C. -- to construct, install, maintain and use one structural projection adjacent to 200 East Illinois Street;

Chicago Public Schools -- to maintain and use ten planters adjacent to 125 South Clark Street;

Chicago Public Schools -- to maintain and use two vaults adjacent to 125 South Clark Street;

Coco Pazzo Cafe -- to maintain and use five light fixtures adjacent to 636 North St. Clair Street;

Corner Bakery Cafe -- to maintain and use ten light fixtures adjacent to 35 East Monroe Street;

Corner Bakery Cafe -- to maintain and use two signs at 35 East Monroe Street;

Courtyard by Marriott -- to maintain and use one sign at 30 East Hubbard Street;

Courtyard by Marriott Number 1GE -- to maintain and use one grease separator adjacent to 30 East Hubbard Street;

Dellisart-Chicago L.L.C. -- to construct, install, maintain and use one foundation support adjacent to 127 West Huron Street;

Exhale Enterprises V, Inc. -- to maintain and use six banners adjacent to 945 North State Street;

Exhale Enterprises V, Inc. -- to maintain and use two signs at 945 North State Street;

Fitplex -- to maintain and use one sign at 1235 North LaSalle Drive;

Ford Center for the Performing Arts/Oriental Theatre -- to maintain and use one marquee adjacent to 24 West Randolph Street;

Hotel Raphael -- to construct, install, maintain and use three landscapings adjacent to 201 East Delaware Place;

JBC/155 Development -- to construct, install, maintain and use stone pavers adjacent to 155 North Wacker Drive;

The Latin School of Chicago -- to construct, install, maintain and use three planters adjacent to 59 West North Boulevard;

The Latin School of Chicago -- to construct, install, maintain and use one staircase at 59 West North Boulevard;

Luxbar -- to maintain and use six light fixtures adjacent to 18 -- 20 East Bellevue Place;

Michigan 180 Property L.L.C. -- to maintain and use three vaults adjacent to 180 North Michigan Avenue;

Mr. Julian Mickelson -- to construct, install, maintain and use one cornice adjacent to 11 East Division Street;

Northwestern Memorial Hospital -- to maintain and use two acid tanks adjacent to 221 East Huron Street;

Northwestern Memorial Hospital -- to maintain and use four drains adjacent to 221 East Huron Street;

Northwestern Memorial Hospital -- to maintain and use fifteen irrigation pipes adjacent to 221 East Huron Street;

Ms. Maria Ochoa -- to maintain and use one fence adjacent to 44 East Cedar Street;

Ms. Maria Ochoa -- to maintain and use landscaping adjacent to 44 East Cedar Street;

Office Depot Number 568 -- to maintain and use one sign at 352 West Grand Avenue;

Old Plank on Huron, Inc. -- to maintain and use one sign at 3 East Huron Street;

RL -- to maintain and use two light fixtures adjacent to 115 East Chicago Avenue;

Sepia -- to maintain and use one sign at 123 North Jefferson Street;

Stonewater One North State Funding L.L.C. -- to maintain and use one structural projection adjacent to 1 North State Street;

Su Casa -- to maintain and use six light fixtures adjacent to 49 East Ontario Street;

The Talbott Hotel -- to maintain and use two signs at 20 East Delaware Place;

Theatre Management Group, L.L.C. -- to maintain and use two vaults adjacent to 159 North Dearborn Street;

Union Square Condominium Association -- to maintain and use sixteen balconies adjacent to 333 West Hubbard Street;

108 North State Street II, L.L.C. -- to construct, install, maintain and use twelve tree grates adjacent to 1 West Randolph Street;

111 West Washington, L.L.C. -- to maintain and use two vaults adjacent to 111 West Washington Street;

208 South LaSalle, L.L.C. -- to maintain and use three vaults adjacent to 208 South LaSalle Street;

221 North LaSalle Partners, L.L.C. -- to maintain and use one clock adjacent to 221 North LaSalle Street;

327 Chicago L.L.C. -- to construct, install, maintain and use eight tree grates adjacent to 757 North Orleans Street; and

720 Franklin Associates, L.L.C. -- to maintain and use one vault adjacent to 720 North Franklin Street.

Referred -- AMENDMENT OF ORDINANCES WHICH AUTHORIZED
GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to amend ordinances and order which authorized grants of privilege on the public way to the applicants listed and for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Su Casa, for the maintenance and use of one canopy at 49 East Ontario Street (*Journal of the Proceedings of the City Council of the City of Chicago*, September 13, 2007, page 84798) -- by increasing the number of canopies and amount of compensation for said privilege;

Thor Palmer House Hotel & Shops, L.L.C., for the maintenance and use of four fire escapes adjacent to 17 East Monroe Street (*Journal of the Proceedings of the City Council of the City of Chicago*, November 1, 2006, page 90230) -- by increasing the number of fire escapes and amount of compensation, and by modifying their dimensions; and

Thor Palmer House Hotel & Shops, L.L.C., for the maintenance and use of four structural projections adjacent to 17 East Monroe Street (*Journal of the Proceedings of the City Council of the City of Chicago*, November 1, 2006, page 90232) -- by decreasing the number of structural projections and amount of compensation, and by modifying their dimensions.

Referred -- EXEMPTION OF CHICAGO PUBLIC SCHOOLS PARKING
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 15 WEST ILLINOIS STREET.

Also, a proposed ordinance to exempt Chicago Public Schools Parking from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 15 West Illinois 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 WAIVER OF LICENSE, PERMIT
AND INSPECTION FEES FOR CHICAGO SCHOOL
OF PROFESSIONAL PSYCHOLOGY.

Also, a proposed order authorizing the Director of Construction and Permits and the Commissioner of Buildings to waive the license, permit and inspection fees for the Chicago School of Professional Psychology for the year ending December 31, 2008, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES IN CONJUNCTION
WITH VARIOUS EVENTS.

Also, eleven proposed orders authorizing the waiver of the license and permit fees specified 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:

7th Annual 'An Arts Adventure' -- to be held on July 27, 2007, during the hours of 5:00 A.M. to 8:00 P.M. (Itinerant Merchant License fees);

49th Annual Art Experience -- to be held at the Plazas of the Americas, 420 North Michigan Avenue, for the period extending July 23 through July 25, 2008, during

the hours of 5:00 A.M. to 8:00 P.M. (Itinerant Merchant License fees);

Chicago Opera Theater's Annual Gala -- to be held on March 8, 2008 (Raffle License fees);

Friends of the Chicago Rivers 3rd Annual Big Fish Ball -- to be held on June 26, 2008, during the hours of 6:00 P.M. to 10:00 P.M. (Raffle License fees);

Friends of the Chicago Rivers 3rd Annual Big Fish Ball -- to be held on June 26, 2008, during the hours of 6:00 P.M. to 10:00 P.M. (Tent Erection Permit fees);

Glitter, A Holiday Shopping Event -- to be held at the Chicago Cultural Center on November 27, 2007 (Food Vendor and Itinerant Merchant License fees);

The Jingle Bell 5K Run -- to start and finish at the Merchandise Mart on December 2, 2007, commencing at 9:00 A.M. (Street Closure Permit fees);

Annual One of a Kind Show and Sale -- to be held at the Merchandise Mart for the period extending December 7 through December 9, 2007 (Itinerant Merchant License fees);

River North Rendezvous -- to be held at twelve art galleries in the area bounded by Chicago Avenue, Wells Street, Erie Street and Franklin Street on September 20, 2007, during the hours of 5:00 P.M. to 8:00 P.M. (Business License fees);

River North Rendezvous -- to be held at twelve art galleries in the area bounded by Chicago Avenue, Wells Street, Erie Street and Franklin Street on September 20, 2007, during the hours of 5:00 P.M. to 8:00 P.M. (Occupancy Placard fees);

Unveiling of the Walter Watroba Memorial statue -- to be held at Engine 13 fire station, 259 North Columbus Drive, on December 4, 2007.

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEES
FOR INSTALLATION AND REMOVAL OF MENORAH
DISPLAY IN DALEY PLAZA.

Also, a proposed order authorizing the Executive Director of Construction and Permits and the Commissioner of Buildings to waive the permit fees for the installation and removal of menorah display in the Daley Plaza for the period extending November 26 through December 18, 2007, 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, seventeen proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Banco Popular North America -- for one canopy at 717 North Michigan Avenue;

Bella Luna Cafe -- for two canopies at 731 North Dearborn Street;

City Front Place, in care of The Habitat Company, as managing agent -- for three canopies at 400 North McClurg Street;

Crescendo -- for one canopy at 222 West Ontario Street;

Exhale Enterprises V, Inc. -- for one canopy at 945 North State Street;

First FM Joint Venture -- for four canopies at 33 West Illinois Street;

Fogo de Chao Churrascaria (Chicago) L.L.C. -- for twenty canopies at 661 North LaSalle Drive;

Lakeside Cleaners -- for one canopy at 1207 North Dearborn Street;

Lou Malnati's Pizzeria -- for one canopy at 439 North Wells Street;

Mark Twain Hotel -- for three canopies at 111 West Division Street;

Mr. Julian Mickelson -- for one canopy at 11 East Division Street;

The Moody Bible Institute of Chicago -- for six canopies at 150 West Chicago Avenue;

Pompei -- for one canopy at 212 East Ohio Street;

Rostis Pizza -- for one canopy at 126 West Grand Avenue;

Sotheby's Inc. -- for two canopies at 188 East Walton Street;

111 West Washington, L.L.C. -- for one canopy at 111 West Washington Street;
and

3217 Chicago L.L.C. -- for one canopy at 757 North Orleans Street.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Five proposed ordinances providing inclusive exemption from all city fees to the applicants listed, under their not-for-profit status, related to the renovation, erection and maintenance of buildings and fuel storage facilities at the locations specified for the periods noted, which were *Referred to the Committee on Finance*, as follows:

LaSalle Street Church, 1111 North Wells Street and 1136 North LaSalle Street;

Lester and Rosalie Anixter Center and ACCESS at the Anixter Center, 2001 -- 2007, 2020, 2028 -- 2054 North Clybourn Avenue and 2537 North Halsted Street -- for a two year period not to exceed February 16, 2010;

Midwest Buddhist Temple of Chicago, 435 West Menomonee Street -- for a two year period not to exceed February 15, 2010;

Ronald McDonald House, 622 West Deming Place -- for a two year period not to exceed March 1, 2010; and

Victory Gardens Theater, 2257 and 2433 North Lincoln Avenue -- for a two year period not to exceed February 15, 2010.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, eight 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:

Charnley-Persky House Museum Foundation -- to maintain and use one balcony at 1365 North Astor Street;

Charnley-Persky House Museum Foundation -- to maintain and use two planters adjacent to 1365 North Astor Street;

Charnley-Persky House Museum Foundation -- to maintain and use one vault adjacent to 1365 North Astor Street;

Harry Seigle Residence -- to construct, install, maintain and use one concrete brick paver adjacent to 1856 North Mohawk Street;

John Barleycorn Memorial Pub -- to maintain and use one sign at 658 West Belden Avenue;

Pier 1 Imports (United States) Number 023 -- to maintain and use two signs at 1350 North Wells Street;

Sai Cafe -- to maintain and use two signs at 2010 North Sheffield Avenue; and

Xsport Fitness -- to maintain and use sixteen light fixtures adjacent to 210 -- 230 West North Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF STREET CLOSURE
PERMIT, FREE OF CHARGE, TO PARTICIPANTS
IN NEW YEAR'S DAY 5K RUN/WALK.

Also, a proposed order authorizing the Director of Revenue to issue, free of charge, Street Closure Permit fees to participants in the New Year's Day 5k Run/Walk to be held in Lincoln Park (Grove 2) on January, 2008, during the hours of 6:00 A.M. to 12:00 Noon, 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, ten proposed orders authorizing the Director of Business Affairs and Licensing

to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Betsey Johnson -- for one canopy at 2120 North Halsted Street;

The Clark Bar -- for one canopy at 2116 North Clark Street;

Hanig's Footwear -- for four canopies at 2754 North Clark Street;

Sai Café -- for one canopy at 2010 North Sheffield Avenue;

Smoke Shack -- for one canopy at 800 West Altgeld Street;

S. S. Food & Liquor -- for one canopy at 2427 North Clark Street;

Super Discount Mart -- for one canopy at 1647 North Wells Street;

The Vitamin Shoppe -- for fourteen canopies at 2747 North Clark Street;

Xsport Fitness -- for thirteen canopies at 210 -- 230 West North Avenue; and

3Way Café -- for three canopies at 565 West Diversey Parkway.

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a)
OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING
OF PICKUP TRUCKS OR VANS ON RESIDENTIAL
STREETS WITHIN FORTY-FOURTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago to allow the parking of pickup trucks or vans weighing under 4,500 pounds on residential streets with the boundaries of the 44th Ward, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Byrons Kitchens -- to maintain and use one sign attached to 1017 West Irving Park Road;

Cabaret Metro -- to maintain and use one fire escape adjacent to 3730 North Clark Street;

Center on Halsted -- to construct, install, maintain and use four flag poles adjacent to 3656 North Halsted Street;

Potbelly Sandwich Works -- to maintain and use one sign attached to 924 West Belmont Avenue; and

Southport Neighbors Association -- to maintain and use one kiosk adjacent to 1402 West Waveland Avenue.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Brickhouse -- for two canopies at 1258 West Belmont Avenue;

Mi Tierra -- for one canopy at 1039 West Belmont Avenue; and

Rick's Café-Casablanca -- for one canopy at 3915 North Sheridan Road.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- GRANT OF PRIVILEGE TO BABES ON MILWAUKEE
TO MAINTAIN AND USE LIGHT FIXTURES ADJACENT
TO 4416 NORTH MILWAUKEE AVENUE.

A proposed ordinance to grant permission and authority to Babes on Milwaukee to maintain and use three light fixtures adjacent to 4416 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF MR. ROBERT JAIMES/JAIMES
AUTOMOTIVE, INC. FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 5611
NORTH NORTHWEST
HIGHWAY.

Also, a proposed ordinance to exempt Robert Jaimes/Jaimes Automotive, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5611 North Northwest Highway, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 5813 NORTH
MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Icon Identity Solutions to install a sign/signboard at 5813 North Milwaukee Avenue, which was *Referred to the Committee on Buildings*.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fredrick's Coiffures -- for one canopy at 5391 North Milwaukee Avenue;

Linder Lawrence L.L.C. -- for eight canopies at 5502 West Lawrence Avenue;

Lolita Flowers & Gifts -- for one canopy at 4232 North Cicero Avenue; and

Lynch Ford, Inc. -- for one canopy at 5133 West Irving Park Road.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 233 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF FORTY-SIXTH
WARD WITHIN EXISTING PILOT PROGRAM
TO ALLOW BOOTING OF VEHICLES
ON PRIVATE PROPERTY BY
PRIVATE COMPANIES.

A proposed ordinance to amend Title 4, Chapter 233 of the Municipal Code of Chicago by the addition of the 46th Ward within the existing pilot program to allow booting of motor vehicles on private property by private companies, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO MR. JEROME BLAIR
TO MAINTAIN AND USE LANDSCAPING ADJACENT
TO 4230 NORTH MARINE DRIVE.

Also, a proposed ordinance to grant permission and authority to Mr. Jerome Blair to maintain and use landscaping adjacent to 4230 North Marine Drive, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF AUTOS 4 LESS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
937 -- 939 WEST IRVING PARK ROAD.

Also, a proposed ordinance to exempt Autos 4 Less from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 937 -- 939 West Irving Park Road, 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
AT 1000 WEST LELAND AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Robert Simmons to park his pickup truck at 1000 West Leland Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE 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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hua's Oriental Center Company -- for one canopy at 634 West Addison Street;

Little Jim's -- for one canopy at 3501 North Halsted Street;

Motor City -- for three canopies at 939 West Irving Park Road;

Siam Cafe, Thai Restaurant -- for one canopy at 4712 North Sheridan Road; and

Visage -- for two canopies at 749 West Irving Park Road.

Presented By

ALDERMAN SCHULTER (47th 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, under their not-for-profit status, related to the erection and maintenance of buildings and fuel storage facilities for the periods noted, which were *Referred to the Committee on Finance*, as follows:

Bethany United Church, 4250 North Paulina Street -- for the period beginning August 15, 2007 and ending June 15, 2008; and

Niedersachen Club Chicago Inc., 4548 North Lincoln Avenue -- for the period beginning November 16, 2007 and ending September 15, 2009.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS TO MAINTAIN AND USE
SIGNS AT VARIOUS LOCATIONS.

Also, six proposed ordinances to grant permission and authority to the applicants listed to maintain and use signs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bank of America ATM -- for one sign at 1969 -- 1971 West Lawrence Avenue;

Essence of India -- for one sign at 4601 North Lincoln Avenue;

Northwest Insurance Network, Inc. -- for one sign at 4450 North Western Avenue;

Oakwood '83 -- for one sign at 1959 West Montrose Avenue;

Paddy O'Splaine's -- for one sign at 2434 -- 2436 West Montrose Avenue; and

Spaccanapoli -- for one sign at 1769 West Sunnyside Avenue.

Referred -- EXEMPTION OF AINSLIE-DAMEN L.L.C. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
4835 -- 4845 NORTH DAMEN AVENUE.

Also, a proposed ordinance to exempt Ainslie-Damen L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4835 -- 4845 North Damen 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 CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, nine proposed orders authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Sunrise Realty Co. -- for one canopy at 2343 West Irving Park Road;

Dance Center Chicago Inc. -- for one canopy at 3868 North Lincoln Avenue;

Diva Satellite -- for one canopy at 2310 West Foster Avenue;

Dorado Restaurant -- for two canopies at 2301 West Foster Avenue;

Hoevel & Associates -- for one canopy at 3725 North Western Avenue;

Laschet's Inn -- for one canopy at 2119 West Irving Park Road;

Oakwood '83 -- for three canopies at 1959 West Montrose Avenue;

Paddy O'Splaine's -- for four canopies at 2434 -- 2436 West Montrose Avenue; and

Remesas Montrose Corp. -- for one canopy at 1924 West Montrose Avenue.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 233 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF FORTY-EIGHTH
WARD WITHIN EXISTING PILOT PROGRAM
TO ALLOW BOOTING OF VEHICLES
ON PRIVATE PROPERTY BY
PRIVATE COMPANIES.

A proposed ordinance to amend Title 4, Chapter 233 of the Municipal Code of Chicago by the addition of the 48th Ward within the existing pilot program to allow

booting of motor vehicles on private property by private companies, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Granville El Station Inc. -- to maintain and use one sign at 1137 West Granville Avenue; and

Swedish American Museum -- to maintain and use two flag poles adjacent to 5211 North Clark Street.

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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

La Cocina de Frida -- for one canopy at 5403 North Clark Street;

Nelson Funeral Home Inc. -- for one canopy at 5149 North Ashland Avenue; and

PHO 777 Restaurant -- for one canopy at 1063 -- 1065 West Argyle Street.

Presented For

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Two proposed orders, presented by Alderman M. Smith, authorizing the Director of Business Affairs and Licensing to issue permits to the applicants listed to construct, maintain and use canopies at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Metro Self Storage -- for two canopies at 6331 North Broadway; and

Miniprint Fotomaxx -- for one canopy at 6753 North Clark Street.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- GRANTS OF PRIVILEGE TO 6100 NORTH
LINCOLN L.L.C. FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to 6100 North Lincoln L.L.C. for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

to construct, install, maintain and use two caisson bells adjacent to 6100 North Lincoln Avenue; and

to construct, install, maintain and use one foundation support adjacent to 6100 North Lincoln Avenue.

Referred -- EXEMPTION OF CONGREGATION B'NEI REUVE FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 6350 NORTH WHIPPLE STREET.

Also, a proposed ordinance to exempt Congregation B'nei Reuve from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6350 North Whipple 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 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 at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

B J Furniture & Antiques -- for three canopies at 6901 North Western Avenue;
Northwestern Chrysler -- for one canopy at 6116 North Western Avenue; and
Villa Palermo Inc. -- for one canopy at 2154 West Devon 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 FLORES (1st Ward):

Cooper Venture One, L.L.C. -- for rehabilitation on the premises known as 2543 -- 2545 West Diversey Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Agape Youth Development & Family Services -- for rehabilitation on the premises known as 319 -- 321 South Homan Avenue (2).

Bethel New Life, Inc. -- for construction on the premises known as 3814, 3823 -- 3825 and 3832 West Maypole Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Chicago Patrolmen's Federal Credit Union -- for construction/build-out on the premises known as 5310 North Harlem Avenue.

Resurrection Medical Center -- for construction of a new patient care addition on the premises known as 7435 West Talcott Avenue.

BY ALDERMAN REILLY (42nd Ward):

The Greater North Michigan Avenue Association -- for maintenance of planters on portion North Michigan Avenue.

BY ALDERMAN LEVAR (45th Ward):

Trinity Slovak Lutheran Church -- for commercial driveway permit on the premises known as 5105 North La Crosse Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUGAI (19th Ward):

Washington Jane Smith, 11365 South Western Avenue -- annual BR fee.

BY ALDERMAN E. SMITH (28th Ward):

Fellowship Community Missionary Baptist Church, 4813 West Madison Street -- annual inspection fee.

BY ALDERMAN LEVAR (45th Ward):

Irish American Heritage Center, 4626 North Knox Avenue -- annual inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENT:

BY ALDERMAN DALEY (43rd Ward):

PAWS, 1997 North Clybourn Avenue.

REFUND OF FEE:

BY ALDERMAN E. SMITH (28th Ward):

Ms. Patricia Smith, 222 North Columbus Drive, Unit 2010 -- refund in the amount of \$26,150.50.

WAIVER OF FEES:

BY ALDERMAN SOLIS (25th Ward):

Chinese Consolidated Benevolent Association ("C.C.B.A."), 250 West 22nd Place -- waiver of occupancy capacity placard fees.

BY ALDERMAN REILLY (42nd Ward):

Chicago School of Professional Psychology, 325 North Wells Street -- waiver of permit, license and inspection fees.

The Erikson Institute, 451 North LaSalle Drive -- waiver of building permit application fee.

Gold Coast Neighbors, 45 East Division Street -- waiver of kiosk permit fees.

The Latin School of Chicago, 1531 North Dearborn Parkway and 59 West North Avenue -- waiver of permit fees for inspection services.

McCormick Tribune Bridgehouse & Chicago River Museum -- waiver of public place of amusement license renewal fee for 2008.

Ounce of Prevention Fund, 33 West Monroe Street -- waiver of permit fees for interior office renovation.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Duplain, Mary

Jackson, Theresia A.

BY ALDERMAN LAURINO (39th Ward):

Rutkowski, Kenneth R.

BY ALDERMAN REILLY (42nd Ward):

Biddy, Richard

Strauss, Josephine

BY ALDERMAN DALEY (43rd Ward):

Kirk, Gordon W.

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BY ALDERMAN TUNNEY (44th Ward):

Hartt, Charles F.

BY ALDERMAN SHILLER (46th Ward):

Gibson, Wayne R.

Koenig, Mary E.

Pecho, Marjorie J.

BY ALDERMAN SCHULTER (47th Ward):

Polich, Sandra

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (November 13, 2007)

The City Clerk submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago*, for the regular meeting held on Wednesday, November 13, 2007, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

members of Chicago Police Department, 25th District: Police Officer Joshua Diaz, accompanied by his wife, Doris Diaz; Police Officer Danien L. Cabrera, accompanied by his wife, America Cabrera; Police Officer Erik A. Miehle, accompanied by his father, Brian, his mother, Tina, his friend, Erika Nunez; Police Officer Christopher M. Morris, accompanied by his father, Retired Police Officer William, his mother, Diane; Police Officer Salvatore J. Sammartino, accompanied by his father, Salvatore, his mother, Maria, his friend, Gwen Biederer; Police Officer Michael J. Sardo, accompanied by his wife, Police Officer Sandra Stoppa, his son, Connor Sardo, his mother, Elizabeth Sardo; and 25th District Commander Juan Rivera;

members of Chicago Fire Department, Squad 5 and Truck 50: Firefighter Paramedic Brian Herrli, accompanied by his fiancée, Roberta, his son, Jake; Firefighter Jamar Sullivan, accompanied by his wife, Police Officer Jacquenette, his son, Jamar, Jr.; Firefighter Thomas Maestre, accompanied by his wife, Marjorie, his daughter, Valerie, his sons, Jesse and Andrew; Firefighter Thomas Breakey, accompanied by his wife, Colleen, his sons, Jack and Patrick;

members of Illinois Army National Guard: Major General William Enyart, Illinois National Guard Adjutant General; Brigadier General Jay Sheedy, Assistant Adjutant General -- Air; Colonel William Cobetto, Director of Staff -- Air; Lieutenant Colonel Alicia Tate-Nadeau, Director -- Public Affairs; Lieutenant Colonel Brian Redmon, Recruiting and Retention Commander; Colonel Thomas Purple, Deputy Director -- Human Resource Office; Lieutenant Colonel Jerry Gleason, Chaplain -- 65th Troop Command Brigade; and

Mr. Anthony O. Boswell, newly appointed Executive Director of Compliance.

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 twelfth (12th) day of December, 2007, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9th) day of January, 2008, 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, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Burke rose and on behalf of the City Council extended to the Mayor and his family best wishes for a merry Christmas and a happy and healthy new year.

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, January 9, 2008, at 10:00 A.M. in the Council Chambers in City Hall.

MIGUEL DEL VALLE,
City Clerk.