

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

COPY



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

Regular Meeting -- Wednesday, April 18, 2012

at 10:00 A.M.

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

OFFICIAL RECORD.

RAHM EMANUEL
Mayor

SUSANA A. MENDOZA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, April 18, 2012

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Attendance At Meeting.

Present -- The Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein.

Absent -- Aldermen Maldonado, Graham, Reboyras.

Call To Order.

On Wednesday, April 18, 2012, at 10:00 A.M., the Honorable Rahm Emanuel, Mayor, called the City Council to order. The Honorable Susana A. Mendoza, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 46.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Most Reverend Timothy Lyne, retired auxiliary Bishop of Chicago and Vicar for Senior Priests at Holy Name Cathedral, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO POLICE OFFICERS COLLIS A. UNDERWOOD, JR. AND AKISHE P. BROWN FOR HEROIC ACTIONS.
[R2012-355]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

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

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In the dead of night of October 31, 2011, 4th District Police Officers Collis A. Underwood, Jr. (Star Number 4449) and Akishe P. Brown (Star Number 7244), were on patrol and responded to a call of a disturbance in the 8900 block of South Euclid Avenue; and

WHEREAS, The arriving officers were met on the front porch by a frightened girl, who told them that a man with a gun was inside the house hurling her mother; and

WHEREAS, The officers ascertained that offender was the mother's ex-boyfriend. He had forced his way inside, threatened another man in the house with a gun, taken the mother into the bathroom, and tried to kill her by firing a shot at her. The other man had grabbed a knife and attacked the assailant, and the two began a desperate struggle; and

WHEREAS, Disregarding their own safety in light of the incendiary situation, the officers immediately entered the residence. Hearing a commotion in the bathroom, they ran in, and were faced with the horrific sight of all three fighting in the bathtub, drenched in blood; and

WHEREAS, As the officers tried to separate and control the combatants, the ex-boyfriend reached for his handgun. The officers immediately grabbed him and his weapon, pulling him away from the other two and ending the threat. Following his arrest, the offender was charged with attempted First Degree Murder; and

WHEREAS, These officers never hesitated in entering a highly volatile and lethal situation, without benefit of assist units. Their quick, courageous action may have prevented a homicide and resulted in the apprehension of a dangerous offender; and

WHEREAS, Once inside the house, the officers' calm, clear thinking also avoided a possibly tragic result. Had they chosen to fire at the offender in such close quarters, disaster may have ensued; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby congratulate Chicago Police Officers Collis A. Underwood, Jr. and Akishe P. Brown for their courage, selfless dedication, excellent judgment and professionalism; 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 honor and esteem.

On motion of Alderman Burke, seconded by Aldermen Jackson, Harris, Pope, Balcer, Lane and Cochran, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, extended appreciation to Police Officers Collis A. Underwood and Akishe P. Brown for their quick-thinking and skillful response under highly volatile circumstances. Reflecting on his attendance at a recent ceremony for the swearing in of new police recruits, Mayor Emanuel expressed pride in a new generation of officers who will carry the badge with great courage, integrity and professionalism in serving and protecting the people of Chicago. It is these core values which resonate deep within the members of the Chicago Police Department, Mayor Emanuel observed, and which were personified in the brave actions of Officers Underwood and Brown. Proclaiming the fundamental importance of beat officers in the Police Department's crime fighting strategy, Mayor Emanuel urged religious and community leaders to join together with law enforcement officials in efforts to help make our communities safe. Mayor Emanuel then invited Police Officers Collis A. Underwood and Akishe P. Brown to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Rules Suspended-- GRATITUDE EXTENDED TO FIREFIGHTER/EMT JAMES DOYLE FOR LIFE-SAVING RESCUE.

[R2012-356]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

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

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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 early morning of Saturday, February 18, 2012, companies of the Chicago Fire Department's 9th Battalion responded to a fire in the 1200 block of West Lawrence Avenue; and

WHEREAS, Truck 47 arrived on the scene, and Battalion Chief Frank Cambria ordered Firefighter/EMT James Doyle to perform a search of a third-floor apartment. Firefighter Doyle immediately ascended Truck 22's main ladder to the third floor; and

WHEREAS, Despite the heat and fumes, Firefighter Doyle managed to gain entry through a third-floor window. Once inside, he began to search the apartment; and

WHEREAS, Effectively blinded by the dense smoke, Firefighter Doyle had to crawl in a pattern to effectively cover the area, while using his hands to feel for victims. He soon located a 35-year-old man, lying unresponsive, having been overcome by the toxic gases; and

WHEREAS, Realizing that he had to remove the victim from this deadly atmosphere as quickly as possible if there was any chance for survival, Firefighter Doyle exerted a tremendous effort, and was able to bring the man back to the window opening, then lifted his limp body up to and through the window, onto Truck 22's main ladder, a very difficult task for a sole rescuer; and

WHEREAS, Firefighter Doyle carried out his rescue in the nick of time, for the fire claimed the third-floor apartment as soon as he began his perilous descent. Firefighter Doyle continued down the ladder with the unconscious man, then transferred care for this seriously injured patient to the capable personnel of Ambulance 31; and

WHEREAS, This victim would have surely perished in the blaze had it not been for the heroic rescue performed by Firefighter Doyle; and

WHEREAS, Through his remarkable display of professionalism, bravery, and deep sense of commitment to the people of Chicago, Firefighter Doyle exemplified the very highest traditions of the Chicago Fire Department; and

WHEREAS, Although many Chicago firefighters and paramedics on the scene that morning contributed to the successful resolution of this emergency, today we especially recognize the exceptional efforts of Firefighter Doyle; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby honor Firefighter/EMT James Doyle for his valiant efforts in rescuing a man from almost certain death; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Firefighter/EMT James Doyle of the Chicago Fire Department, and placed on permanent record in his personnel file, as a token of our appreciation and esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, M. O'Connor and Osterman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, extended appreciation to Chicago Firefighter/EMT James Doyle for his heroic, life-saving rescue. Lauding the brave actions of Firefighter/EMT Doyle, Mayor Emanuel observed that such selfless dedication to duty is shaped not only by personal integrity but through the guidance and support of a nurturing and loving family. Citing the rescue as representative of the dedication and professionalism of the members of the Chicago Fire Department who daily place their lives in jeopardy so that they may serve and protect others, Mayor Emanuel thanked Firefighter/EMT Doyle for his commitment to public service and the people of Chicago. Mayor Emanuel then invited Firefighter/EMT Doyle to the Mayor's rostrum where he presented him with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO CHICAGO HIGH SCHOOL BASKETBALL PLAYERS ON SELECTION TO PARTICIPATE IN SECOND ANNUAL CHICAGO UNITED HOOPS CLASSIC.

[R2012-357]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Norm Van Lier Scholarship Fund awardees.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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 second annual Chicago United Hoops Classic will be held May 5th of this year and is a significant event for the youth of Chicago; and

WHEREAS, Established by the Norm Van Lier Scholarship Fund, the Chicago United Hoops Classic brings together the best high school basketball players from the South and West Sides of Chicago for a truly magnificent all-star game. Proceeds from the event will benefit the Norm Van Lier Scholarship Fund, its Non-Violence Legacy Campaign and the Purpose Over Pain organization; and

WHEREAS, The Ben Wilson Most Valuable Player award will be presented following the game. This award is in honor and remembrance of high school student Ben Wilson, whose life was tragically cut short when he was murdered in 1985. Ben Wilson's basketball talents were legendary and he was considered to be the next likely superstar in the NBA; and

WHEREAS, Some great players in NBA history have played high school basketball on the South and West Sides of Chicago, including Kevin Garnett, Derrick Rose and Dwyane Wade; and

WHEREAS, The mission of the Norm Van Lier Scholarship Fund is to reflect the values of its namesake with an emphasis on education, truth, courage, hard work, teamwork, inclusion of and opportunity for all, the importance of maintaining one's positive attitude and belief in one's abilities to accomplish anything in life, no matter what the past circumstance. The message of the Norm Van Lier Scholarship Fund is leadership plus education equals non-violence; and

WHEREAS, Norm Van Lier was an outstanding basketball player in the NBA, playing for most of his career with the Chicago Bulls. He was born April 1, 1947 in East Liverpool, Ohio and graduated from Saint Francis University. Mr. Van Lier played the position of guard and was selected 34th overall in the 1969 NBA draft by the Chicago Bulls. He played in the NBA from 1969 to 1979; and

WHEREAS, The student-athletes who participate in the Chicago United Hoops Classic are creating a new legacy for the youth of Chicago by balancing sports with education and committing themselves to non-violence. Each student-athlete has signed the Non-Violence Legacy Pledge, which requires young people to vow to avoid fighting with weapons, fists or language and declare: "the violence stops with me"; and

WHEREAS, The Fund selects worthy students exclusively from the West and South Side neighborhoods of Chicago and assists them financially and in other ways to be able to continue their education. To be considered, students must have a demonstrated desire to succeed despite personal or familial issues; and

WHEREAS, This year's Chicago United Hoops Classic promises to be a great sporting event. Among the notable guests at the game will be Illinois Secretary of State Jesse White, who will be bringing the Jesse White Tumblers to perform at half-time. The game will take place May 5th at the Ratner Athletic Center on the campus of The University of Chicago in Hyde Park; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby congratulate the following South Side players and the high schools they represent: Jawad Adekoya (Andrew), Eddie Alcantara (Hales Franciscan), Alex Austin (Mt. Carmel), Darrell Combs (Thornwood), Michael Howell (Carver), Adrian Jeffries (Morgan Park), Donald Moore (Bloom), Jalen Neely (Simeon), Michael Orris (Crete-Monee), Delvon Rencher (Homewood-Flossmoor), Steve Taylor (Simeon), Jayone Troutman (Hillcrest), Frank Williams (Hyde Park), Timothy Williams (Homewood-Flossmoor) and their coaches Don Houston (Hillcrest) and Robert Smith (Simeon), and the West Side players and the high schools they represent: Ka'Darryl Bell (Oak Park and River Forest), Lavell Boyd (Farragut), Keith Carter (Proviso East), Willie Conner (Crane), Milton Doyle (Marshall), Devin Foster (Curie), Malcom Hill-Bey (Curie), Reggie Johnson (St. Joseph's), DeVante' Jones (Orr), Gabe Levin (Oak Park and River Forest), Ismar Seferagic (St. Patrick's), Kaylen Shane (Crane), Rashaun Stimage (Farragut), Deonte Terrell (Farragut) and Jerron Wilbut (Downers Grove South) and their coaches Gene Pingatore (St. Joseph's) and William "Wolf" Nelson (Farragut) for being selected to participate in the Chicago United Hoops Classic on May 5th; and

Be It Further Resolved, That suitable copies of this resolution be presented to the participating players and their coaches as a sign of our respect and best wishes in the Chicago United Hoops Classic and in their future endeavors.

On motion of Alderman Burke, seconded by Aldermen Fioretti, Hairston, Harris and Ervin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, extended congratulations to the student-athletes selected to participate in the Chicago United Hoops Classic. Mayor Emanuel also recognized and thanked the coaches and parents for their guidance and support. Lauding the honorees for their discipline and commitment both on the court and in the classroom, Mayor Emanuel declared them an example and inspiration for others. Recognizing the importance of after-school programs that help prepare and motivate our students for success and promote discipline, teamwork and personal character, Mayor Emanuel urged the honorees to become mentors and role models for a new generation of champions. Mayor Emanuel invited the honorees to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO SIMEON CAREER ACADEMY HIGH SCHOOL BOYS CHAMPIONSHIP BASKETBALL TEAM ON WINNING 2012 4A STATE BASKETBALL CHAMPIONSHIP.

[R2012-358]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Simeon Career Academy High School boys' championship basketball team.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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, Simeon Career Academy High School had yet another outstanding year in boys basketball, winning the Class 4A State Championship on March 17, 2012; and

WHEREAS, Located at 8147 South Vincennes Avenue on Chicago's South Side, Simeon Career Academy High School has a long tradition of excellence in academics and athletics; and

WHEREAS, Simeon Career Academy won this year's 4A State Basketball Championship by defeating powerful Proviso East 50 to 48 at Bradley University's Carver Arena in Peoria; and

WHEREAS, The game was well-played by both teams and the score was close during the four quarters of play. At half-time, the score was tied and after three quarters of play Proviso East held a five-point lead. In the exciting final quarter of the game, Simeon's comeback began, with Steve Taylor making a spectacular hook shot from underneath the basket to give Simeon a 43 to 41 lead and inspiring his teammates to play at their best to bring home the victory; and

WHEREAS, The Simeon Wolverines finished the season with a record of 33 and 1, defeating the Proviso East Pirates, who also had a stellar record of 32 and 1; and

WHEREAS, The victory gave Simeon a sixth state championship, the most in state history. It was Simeon's third consecutive Class 4A state championship. For Simeon coach Robert Smith this was his fifth title, making him the coach with the most wins in state history; and

WHEREAS, The talent on both of these great teams is evidenced by the fact that three of the players and one coach have been selected to play in the annual Chicago United Hoops Classic, an all-star game pitting the top high school basketball players from the South Side of Chicago against those from the West Side of Chicago. Jalen Neely and Steve Taylor of Simeon and their coach Robert Smith, along with Keith Carter of Proviso East, have been selected for this prestigious game; and

WHEREAS, All of Chicago is proud of Simeon Career Academy High School's success in winning the Class 4A Boys' Basketball Championship. Simeon is a school that has emphasized excellence in the classroom and the athletic field; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby congratulate the Simeon Career Academy High School boys' basketball team for winning the Class 4A State Championship; and

Be It Further Resolved, That suitable copies of this resolution be presented to Simeon Career Academy High School as a sign of our respect and good wishes for the school's continued excellence in academics and athletics.

On motion of Alderman Burke, seconded by Aldermen Dowell, Beale, Thomas and Brookins, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, extended congratulations to the players and coaches of Simeon Career Academy High School Boys' Basketball team on winning the Illinois High School Association Class 4A Basketball Championship. Noting the individual accomplishments and accolades enjoyed by players throughout the season, Mayor Emanuel cited the collective spirit, focus and fortitude of the team in overcoming adversity as the defining character of a champion. Mayor Emanuel then invited the team members to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF DEAN E. LANE AND ANNE B. VOSHEL AS MEMBERS OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1).
[A2012-68]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Dean E. Lane and Anne B. Voshel as

members of Special Service Area Number 1, the State Street Commission, for terms effective immediately and expiring October 1, 2014.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred-- REAPPOINTMENT OF LOUIS F. RAIZIN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1).

[A2012-74]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Louis F. Raizin as a member of Special Service Area Number 1, the State Street Commission, for a term effective immediately and expiring October 1, 2012.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

4/18/2012

COMMUNICATIONS, ETC.

23513

Referred -- APPOINTMENT OF LINDA K. JAMERSON AS MEMBER OF KEDZIE INDUSTRIAL TRACT COMMISSION (SPECIAL SERVICE AREA NO. 7).

[A2012-76]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Linda K. Jamerson as a member of Special Service Area Number 7, the Kedzie Industrial Tract Commission, for a term effective immediately and expiring September 4, 2013, to succeed Dennis R. Masarik, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF DAVID J. O'KEEFE AS MEMBER OF KEDZIE INDUSTRIAL TRACT COMMISSION (SPECIAL SERVICE AREA NO. 7).

[A2012-75]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed David J. O'Keefe as a member of Special Service Area Number 7, the Kedzie Industrial Tract Commission, for a term effective immediately and expiring September 4, 2013.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF AILISA M. HERRERA AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2012-77]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Ailisa M. Herrera as a member of Special Service Area Number 24, the Clark Street Commission, for a term effective immediately and expiring April 1, 2013.

4/18/2012

COMMUNICATIONS, ETC.

23515

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF JOSHUA A. REITMAN AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2012-79]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Joshua A. Reitman as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2013, to succeed Jennifer E. Martin, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF MARK PHONG VUONG AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2012-78]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Mark Phong Vuong as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2013, to succeed Eric Cheng, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF SZYMON LEJA AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2012-69]

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

4/18/2012

COMMUNICATIONS, ETC.

23517

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have reappointed Szymon Leja as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term effective immediately and expiring September 9, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF KAREN MCCARTHY SCHAU AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).
[A2012-70]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Karen McCarthy Schau as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term effective immediately and expiring September 9, 2014, to succeed Katharyn Houke-Smith, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF CHARLES A. CATHEY, JR. AS MEMBER OF
CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).
[A2012-73]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Charles A. Cathey, Jr. as a member of
Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term
effective immediately and expiring July 28, 2014, to complete the unexpired term of John
Emrich, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF DARLENE D. CRAWFORD AS MEMBER OF CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).
[A2012-72]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Darlene D. Crawford as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF BRIAN K. NEEDHAM AS MEMBER OF CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).
[A2012-71]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- I have appointed Brian K. Needham as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2013.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF TITLES 1, 2, 3, 4, 7, 9 AND 13 OF MUNICIPAL CODE
REGARDING LICENSING CONSOLIDATION.

[O2012-2375]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on License and Consumer Protection and the members of the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Alderman Mary O'Connor, an

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ordinance amending various provisions of the Municipal Code regarding licensing consolidation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 2-28-030 OF MUNICIPAL CODE REGARDING CHICAGO CONVENTION AND TOURISM BUREAU.

[O2012-2376]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events, Cultural Affairs and Recreation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance amending Chapter 2-28 of the Municipal Code regarding the Chicago Convention and Tourism Bureau.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ISSUANCE OF YEAR 2012 CHICAGO MIDWAY INTERNATIONAL AIRPORT REVENUE BONDS AND ASSOCIATED FINANCING AMENDMENTS.

[O2012-2373]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer and the Commissioner of Aviation, I transmit herewith an ordinance authorizing an issuance of 2012 Midway Airport Revenue Bonds and associated financing amendments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ISSUANCE OF YEAR 2012 WASTEWATER TRANSMISSION PROJECT AND REFUNDING BONDS.

[O2012-2233]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of 2012 Wastewater Transmission Project and Refunding Bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred-- AMENDMENT OF SMALL BUSINESS DEVELOPMENT FUND ORDINANCE
TO ADDRESS LOAN PROGRAM RESTRICTIONS.

[O2012-2232]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Treasurer, I transmit herewith an ordinance amending the Small Business Development Fund Ordinance to address other loan programs restrictions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- EXECUTION OF LOAN AGREEMENT AND ASSOCIATED ISSUANCE OF
TAX-EXEMPT BONDS FOR CHURCHVIEW MANOR PRESERVATION, LP.

[O2012-2245]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a loan agreement and associated tax-exempt bond issuance for Churchview Manor Preservation, LP.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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Referred -- AMENDMENT NO. 1 TO MIDWEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[O2012-2234]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to the Midwest TIF Budget.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- RECOMMENDATION OF COOK COUNTY CLASS L TAX CLASSIFICATION FOR PROPERTY AT 400 -- 410 N. MICHIGAN AVE.

[O2012-2268]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing a Class L property tax status for property located at 400 -- 410 North Michigan Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

*Referred -- AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH
W2005 CMK REALTY, LLC.*

[O2012-2237]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to a previously executed redevelopment agreement with W2005 CMK Realty, LLC.

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Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT
REGARDING TAX INCREMENT FINANCING ASSISTANCE FOR CLARK PARK
BASEBALL STADIUM.

[O2012-2230]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and
Economic Development, I transmit herewith an ordinance authorizing the execution of
intergovernmental agreement with the Chicago Park District regarding TIF assistance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO FOR PROVISION OF TAX INCREMENT FINANCING FUNDS FOR IMPROVEMENTS TO PROPERTY AT 3518 S. HALSTED ST.

[O2012-2235]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Public Building Commission for property improvements at 3518 South Halsted Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO BOARD OF EDUCATION REGARDING TAX INCREMENT FINANCING ASSISTANCE FOR VARIOUS SCHOOL PROJECTS.

[O2012-2238, O2012-2240, O2012-2244]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

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OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Board of Education regarding TIF assistance.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- TERMINAL USE AGREEMENT AND FACILITY LEASE WITH JAPAN AIRLINES CO. LTD. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2012-2269]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a terminal use agreement and facility lease with Japan Airlines.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2012
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925.

[O2012-2307]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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Referred -- SALE OF CITY-OWNED PROPERTIES.

[O2012-2260, O2012-2272, O2012-2276,
O2012-2277, O2012-2283, O2012-2285]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic 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) RAHM EMANUEL,
Mayor.

Referred -- LEASE AND LICENSE AGREEMENTS.

[O2012-2295, O2012-2305, O2012-2308,
O2012-2328, O2012-2348,
O2012-2360, O2012-2367]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and license agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ACQUISITION BY CONDEMNATION OF PROPERTY AT 4015 S. ASHLAND AVE. FOR USE BY DEPARTMENT OF WATER MANAGEMENT.

[O2012-2231]

The Honorable Rahm Emanuel, 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

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing an acquisition by condemnation at 39th and Ashland Avenue.

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Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- CONDUIT PATH AND FACILITIES USE AGREEMENT WITH SF CH1, LLC
ON OR NEAR 840 S. CANAL ST.

[O2012-2239]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 18, 2012.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of a use agreement with SF CH1, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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

The Honorable Susana A. Mendoza, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS (HAZEL WINTHROP APARTMENTS) SERIES 2012A AND B.

[F2012-25]

A communication from Lois A. Scott, Chief Financial Officer, under the date of March 14, 2012, transmitting the notification of sale of City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2012A and 2012B, together with the Series 2012A and Series 2012B Trust Indentures, which was *Placed on File*.

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED MARCH 31, 2012.

[F2012-23]

A communication from Joseph M. Ferguson, Inspector General, under the date of April 13, 2012, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, a quarterly report of investigations, policy recommendations, audits, program reviews, release of final rules and regulations governing the Office of Inspector General and initiation of a comprehensive risk assessments of City departments and programs for the period of January 1, 2012 through March 31, 2012, which was *Placed on File*.

Placed On File -- RECEIPTS OF CERTIFICATES OF FILINGS FROM CLERKS OF COOK AND DUPAGE COUNTIES CONCERNING NOTIFICATION AND ABATEMENT OF CERTAIN TAXES LEVIED FOR YEAR 2011 TO PAY PRINCIPAL OF AND INTEREST ON CITY OF CHICAGO BONDS.

[F2012-27, F2012-28]

Communications from the Honorable David Orr, Clerk of Cook County, and the Honorable Gary A. King, Clerk of DuPage County, under the date of March 30, 2012, respectively, transmitting Receipts of Certificates of Filings concerning City of Chicago General Obligation Bonds Taxable Project Series 2010B (Build America Bonds-Direct Payment), which were *Placed on File*.

Placed On File -- RECEIPTS OF CERTIFICATES OF FILINGS FROM CLERKS OF COOK AND DUPAGE COUNTIES CONCERNING NOTIFICATION AND ABATEMENT OF CERTAIN TAXES LEVIED FOR YEAR 2011 TO PAY PRINCIPAL OF AND INTEREST ON CITY OF CHICAGO BONDS.

[F2012-26]

Communications from the Honorable David Orr, Clerk of Cook County, and the Honorable Gary A. King, Clerk of DuPage County, under the date of March 30, 2012, respectively, transmitting Receipts of Certificates of Filings concerning City of Chicago General Obligation Bonds Taxable Project Series 2009C (Build America Bonds -- Direct Payment); and City of Chicago General Obligation Bonds Taxable Project Series 2009D (Recovery Zone Economic Development Bonds -- Direct Payment), which was *Placed on File*.

Placed On File -- RECEIPTS OF CERTIFICATES OF FILINGS FROM CLERKS OF COOK AND DUPAGE COUNTIES CONCERNING NOTIFICATION AND ABATEMENT OF CERTAIN TAXES LEVIED FOR YEAR 2011 TO PAY PRINCIPAL OF AND INTEREST ON CITY OF CHICAGO GENERAL OBLIGATION BONDS TAXABLE PROJECT SERIES 2010B (BUILD AMERICA BONDS -- DIRECT PAYMENT).

[F2012-22]

Communications from the Honorable David Orr, Clerk of Cook County, and the Honorable Gary A. King, Clerk of DuPage County, under the date of March 30, 2012, respectively, transmitting Receipts of Certificates of Filings concerning City of Chicago General Obligation Bonds Taxable Project Series 2010B (Build America Bonds -- Direct Payment), which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on March 14, 2012, 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 April 16, 2012, 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 March 14, 2012 published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

Issuance Of City Of Chicago General Obligation Bonds, Series 2012 And Amendments To Commercial Paper Program.

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Series 2012 and amendments to the Commercial Paper Program, which was passed by the City Council on March 14, 2012 and which was requested to be published in special pamphlet form, was published in special pamphlet form on April 3, 2012.

**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 triplicate) together with 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, Landmarks and Building Standards*, as follows:

A.G.H Food Liquor Inc. (Application Number 17468) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 18-J bounded by:

West 71st Street; a line 142.95 feet east of and parallel to South Sawyer Avenue; the public alley next south of and parallel to West 71st Street; and a line 42.95 feet east of and parallel to South Sawyer Avenue (common address: 3215 West 71st Street).

[O2012-2199]

Cash America, Inc. of Illinois, doing business as Cash America Jewelry and Loan of Chicago (Application Number 17463) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 20-1 bounded by:

West 79th Street; South Western Avenue; a line 124.98 feet south of and parallel to West 79th Street; and the public alley next west of and parallel to South Western Avenue (common address: 7900 South Western Avenue).

[O2012-2194]

Children's Memorial Hospital (Application Number 17473) to classify as Institutional Planned Development Number 158, as amended, instead of Institutional Planned Development Number 158 the area shown on Map Numbers 5-F and 7-G bounded by:

a line 211 feet north of and parallel to West Fullerton Parkway; North Orchard Street; North Lincoln Avenue; a line from a point 151.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue to a point 211.9 feet west of North Lincoln Avenue along the north line of West Belden Avenue; the alley next southwest of and parallel to North Lincoln Avenue; a line from a point 350 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of and parallel to North Lincoln Avenue to a point 501.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue; a line 656.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue and perpendicular to North Lincoln Avenue; a line 60 feet southwest of and parallel to North Lincoln Avenue; a line 457.16 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of North Lincoln Avenue and perpendicular to that alley; West Fullerton Parkway; a line 142.5 feet west of North Orchard Street; the alley next north of and parallel to West Fullerton Parkway; the alley next west of and parallel to North Orchard Street,

and further, to classify as a B3-3 Community Shopping District instead of Institutional Planned Development Number 158 the area shown on Map Number 5-F bounded by:

the north right-of-way line of West Belden Avenue; the east right-of-way line of North Burling Street or the line thereof extended; the south right-of-way line of West Belden Avenue; the alley next east of and parallel to North Halsted Street; a line 143 feet south of and parallel to West Belden Street; and North Halsted Street,

and further, to classify as a B3-3 Community Shopping District instead of Institutional Planned Development Number 158 the area shown on Map Number 7-G bounded by:

West Altgeld Avenue; North Halsted Street; West Fullerton Parkway; North Lincoln Avenue; a line from a point 201.45 feet northwest of West Fullerton Parkway, as measured from the east right-of-way line of North Lincoln Avenue to a point 201.54 feet north of West Fullerton Parkway and 82.88 feet west of North Halsted Street; a line

201.54 feet north of West Fullerton Parkway; a line from a point 201.54 feet north of West Fullerton Parkway and 80 feet west of North Halsted Street to a point 243.54 feet north of West Fullerton Parkway and 90 feet west of North Halsted Street; the alley next north of West Fullerton Parkway; and the alley next west of North Halsted Street (common address: 2301 -- 2417 North Lincoln Avenue, 2316 -- 2346 North Lincoln Avenue, 2368 -- 2376 North Lincoln Avenue, 2400 -- 2458 North Halsted Street, 749 -- 759 West Belden Avenue, 2247 -- 2259 North Halsted Street, 2337 -- 2353 North Halsted Street, 701 -- 756 West Fullerton Avenue and 2304 -- 2416 North Orchard Street).

[O2012-2204]

ecoLuxe, LLC, in care of Law Offices of Samuel V.P. Banks (Application Number 17464) -- 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 1-H bounded by:

a line 70.2 feet south of and parallel to West Ohio Street; North Hermitage Avenue; a line 139.2 feet south of and parallel to West Ohio Street; and the alley next west of and parallel to North Hermitage Avenue (common address: 532 -- 534 North Hermitage Avenue).

[O2012-2195]

Gregory Fischer (Application Number 17458) -- to classify as a C1-1 Neighborhood Commercial District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-H bounded by:

a public alley next south of and parallel to West 90th Street; South Hermitage Avenue; and South Beverly Avenue (common address: 9023 South Beverly Avenue/9016 -- 9030 South Hermitage Avenue).

[O2012-2189]

Fitzsimmons Surgical Supply, Inc. (Application Number 17456) -- 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 5-G bounded by:

a line 79 feet north of and parallel to West Wisconsin Street; North Halsted Street; a line 54 feet north of West Wisconsin Street; and the alley next west of and parallel to North Halsted Street (common address: 1906 North Halsted Street).

[O2012-2187]

Ger Development Corporation (Application Number 17455) -- 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 11-H bounded by:

a line 192 feet north of and parallel to West Montrose Avenue; North Winchester Avenue; a line 152 feet north of and parallel to West Montrose Avenue; and the alley next west of and parallel to North Winchester Avenue (common address: 4416 North Winchester Avenue).

[O2012-2186]

Golin Family Trust (Application Number 17460) -- to classify as an C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 3-H bounded by:

North Milwaukee Avenue; a southwesterly perpendicular line to North Milwaukee Avenue southwest 47.90 feet northwest of the northwest boundary line of North Wood Street (as measured along the southwest boundary line of North Milwaukee Avenue); the public alley next southwest of and parallel to North Milwaukee Avenue; and a southwesterly perpendicular line to North Milwaukee Avenue 73.03 feet northwest of the northwest boundary line of North Wood Street (as measured along the southwest boundary line of North Milwaukee Avenue) (common address: 1366 North Milwaukee Avenue).

[O2012-2191]

Lake Park Associates, Inc. (Application Number 17476) -- to classify as a B3-3 Community Shopping District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 12-D bounded by:

East 53rd Street; South Lake Park Avenue; East 54th Street; and South Lake Park Avenue (inner) (common address: 1539 East 53rd Street).

[O2012-2208]

Linc-West LLC (Application Number 17461) -- 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 13-I bounded by:

a line 115 feet north of and parallel to West Ainslie Street, as measured along North Western Avenue; North Western Avenue; a line 40 feet north of and parallel to West Ainslie Street (as measured along North Western Avenue); and North Lincoln Avenue (common address: 4904 -- 4910 North Western Avenue/4879 North Lincoln Avenue).

[O2012-2192]

Eric Kozlowski (Application Number 17454) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-G bounded by:

West Wrightwood Avenue; a line 520.9 feet west of and parallel to North Racine Avenue; a line 132.40 feet south of and parallel to West Wrightwood Avenue; and a line 545.9 feet west of and parallel to North Racine Avenue (common address: 1253 West Wrightwood Avenue).

[O2012-2185]

Milwaukee Foster LLC (Application Number 17462) -- to classify as a C1-1 Neighborhood District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 13-L bounded by:

West Foster Avenue; North Milwaukee Avenue; a line 74.28 feet southeast of West Foster Avenue perpendicular to North Milwaukee Avenue, as measured from the southwest intersection of West Foster Avenue and North Milwaukee Avenue; North Northwest Highway; and North Central Avenue (common address: 5240 North Milwaukee Avenue).

[O2012-2193]

Nodarse Family, LLC (Application Number 17474) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-K bounded by:

the alley next north of West Diversey Avenue; a line 133.6 feet east of North Kilbourn Avenue; West Diversey Avenue; and a line 58.6 feet east of North Kilbourn Avenue (common address: 4448 West Diversey Avenue).

[O2012-2206]

Northeastern Illinois University, Board of Trustees (Application Number 17477) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of a C3-1 Commercial, Manufacturing and Employment District, M1-1 Limited Manufacturing/Business Park District and an M3-1 Heavy Industry District and further, to classify as Institutional Planned Development instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 9-J bounded by:

a line 341.64 feet west of and parallel to North Kimball Avenue; West Henderson Street; a line curving northwesterly for 471.56 feet along North Drake Avenue starting at a point 482.64 feet west of the west boundary line of North Kimball Avenue; a line easterly for 91.52 feet; a line northerly for 46.30 feet; an arc curving northwesterly for 60.81 feet with a radius of 349.76 feet; a line angled northeasterly for 141.54 feet; and North Avondale Avenue (common address: 3400 North Avondale Avenue; 3355 North Drake Avenue; 3365 North Drake Avenue; 3388 North Avondale Avenue; and 3434 West Henderson Street).

[O2012-2209]

Elora Parker (Application Number 17457) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-H bounded by:

a line 217.12 feet south of and parallel to West 62nd Street; a public alley next east of and parallel to South Seeley Avenue; a line 247.12 feet south of and parallel to West 62nd Street; and South Seeley Avenue (common address: 6223 South Seeley Avenue).

[O2012-2188]

Ana Ramirez (Application Number 17459) -- 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 6-K bounded by:

a line 819.80 feet south of and parallel to West Cermak Road; a public alley next east of and parallel to South Kostner Avenue; a line 869.80 feet south of and parallel to West Cermak Road; and South Kostner Avenue (common address: 2323 South Kostner Avenue).

[O2012-2190]

Angelo and Luz Roasado (Application Number 17470) -- to classify as an RM5.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 15-M bounded by:

the public alley next west and parallel to North Melvina Avenue; a line 30 feet north and parallel to West Norwood Street; West Norwood Street and North Melvina Avenue (common address: 6202 -- 6206 West Norwood Avenue).

[O2012-2201]

Andrew and Anna Robertson (Application Number 17480) -- to classify as Residential Business Planned Development Number 84, as amended, instead of Residential Business Planned Development Number 84 the area shown on Map Number 5-F bounded by:

the public alley next north of and parallel to West Webster Avenue; a line 188.04 feet west of and parallel to North Cleveland Avenue (or a line 404.71 feet east of and parallel to North Geneva Terrace); West Webster Avenue; and a line 192.54 feet west of and parallel to North Cleveland Avenue (or a line 400.21 feet east of and parallel to North Geneva Terrace),

and further, to classify as an RM5 Residential Multi-Unit District instead of Residential Business Planned Development Number 84 the area shown on Map Number 5-F bounded by:

West Grant Place; a line 284.57 feet east of and parallel to North Geneva Terrace; the public alley next north of and parallel to West Webster Avenue; a line 400.21 feet east of and parallel to North Geneva Terrace; West Webster Avenue; the public alley next west of and parallel to North Cleveland Avenue; a line 125 feet south of and parallel to West Webster Avenue; North Lincoln Avenue; and North Geneva Terrace (common address: 516 West Webster Avenue; 550 West Webster Avenue; and 2159 North Lincoln Avenue).

[O2012-2212]

United Neighborhood Organization (Application Number 17472) -- to classify as Planned Development instead of an RT4 Residential District the area shown on Map Number 12-J bounded by:

South Homan Avenue; West 51st Street; South St. Louis Avenue (extended); and a line parallel to and 636 feet north of West 51st Street (common address: 3400 -- 3500 West 51st Street).

[O2012-2203]

Debora Y. Williams-Wright (Application Number 17469) -- 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 18-H bounded by:

a line 124.55 feet long perpendicular to South Winchester Avenue and 27.50 feet north of and parallel to the public alley next north of and parallel to West 79th Street; the public alley next east of and parallel to South Winchester Avenue; the public alley next north of and parallel to West 79th Street; and South Winchester Avenue (common address: 7847 South Winchester Avenue).

[O2012-2200]

Lev Wolkowicki (Application Number 17475) -- to classify as a B3-1 Community Shopping District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 15-I bounded by:

the alley next north of West Peterson Avenue; a line 207 feet east of North Whipple Street; West Peterson Avenue; and North Whipple Street (common address: 3016 West Peterson Avenue).

[O2012-2207]

55th & K, LLC (Application Number 17466) -- to classify as a B3-1 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 12-I bounded by:

the alley next north of and parallel to West 55th Street; a line 93 feet east of and parallel to the alley next east of and parallel to South Kedzie Avenue; West 55th Street; and the alley next east of and parallel to South Kedzie Avenue (common address: 3136 -- 3142 West 55th Street).

[O2012-2197]

829 West Wrightwood Condominium Association (Application Number 17451) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 7-G bounded by:

a line 300.07 feet west of and parallel to North Halsted Street; West Wrightwood Avenue; a line 275.00 feet west of and parallel to North Halsted Street; and the alley next south and parallel to West Wrightwood Avenue (common address: 829 West Wrightwood Avenue).

[O2012-2182]

1042 West Wrightwood LLC (Application Number 17452) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 7-G bounded by:

a line 150 feet east of and parallel to North Seminary Avenue; the alley next north and parallel to West Wrightwood Avenue; a line 175 feet east of and parallel to North Seminary Avenue; and West Wrightwood Avenue (common address: 1042 West Wrightwood Avenue).

[O2012-2183]

1352 West Taylor, LLC (Application Number 17479) -- to classify as a B3-3 Commercial Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-G bounded by:

the alley next north of West Taylor Street; a line 100 feet east of South Loomis Street; West Taylor Street; and a line 75.00 feet east of South Loomis Street (common address: 1352 West Taylor Street).

[O2012-2211]

1815 West Division, LLC (Application Number 17478) -- to classify as a B3-3 Commercial Shopping District instead of a B3-2 Commercial Shopping District the area shown on Map Number 7-I bounded by:

West Division Street; a line 159.66 feet east of North Honore Street; the alley next south of West Division Street; the alley next east of North Honore Street; the alley next south of West Division Street; and North Honore Street (common address: 1811 -- 1825 West Division Street; and 1141--1157 North Honore Street).

[O2012-2210]

1972 Lawrence Avenue LLC (Application Number 17471) -- to classify as a B1-3 Neighborhood Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

a line 147 feet west and parallel to North Winchester Avenue; the alley next north and parallel to West Lawrence Avenue; a line 102.5 feet west and parallel to North Winchester Avenue; and West Lawrence Avenue (common address: 1952 West Lawrence Avenue).

[O2012-2202]

2034 -- 2038 North Sheffield LLC (Application Number 17453) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 5-G bounded by:

the alley next west and parallel to North Sheffield Avenue; a line 175 feet south of and parallel to West Dickens Avenue; and North Sheffield Avenue; and a line 250 feet south of and parallel to West Dickens Avenue (common address: 2034 -- 2038 North Sheffield Avenue).

[O2012-2184]

2206 West Erie LLC (Application Number 17467) -- 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 1-H bounded by:

the public alley next north of and parallel to West Erie Street; a line 48 feet west of and parallel to North Leavitt Street; West Erie Street; and a line 72 feet west of and parallel to North Leavitt Street (common address: 2206 West Erie Street).

[O2012-2198]

The 2731 North Wilton Condominiums Association (Application Number 17450) -- to classify as an RT4 Residential Two-Flat and Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 7-G bounded by:

North Wilton Avenue; a line 239 feet south of and parallel to West Diversey Parkway; the alley next east of and parallel to North Wilton Avenue; and a line 267 feet south of and parallel to West Diversey Parkway (common address: 2731 North Wilton Avenue).

[O2012-2181]

4113 N. Western, LLC, in care of Law Offices of Samuel V.P. Banks (Application Number 17465) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 11-H bounded by:

a line 149.03 feet north of and parallel to West Belle Plaine Avenue; the alley next east of and parallel to North Western Avenue; a line 124.03 feet north of and parallel to West Belle Plaine Avenue; and North Western Avenue (common address: 4113 North Western Avenue).

[O2012-2196]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Afni Insurance and Goodman, Herman (2)	[CL2012-913, CL2012-874]
Afni Insurance and Jankowska, Magdalena	[CL2012-883]
Allen, Laquetia (2)	[CL2012-882, CL2012-881]
Allen, Lynda	[CL2012-861]
Allstate Insurance and Gay, John	[CL2012-842]
Apollo Insurance and Grant, Gerald	[CL2012-875]
Auburn Park Daycare and Kindergarten	[CL2012-922]
Bacher, Tracy	[CL2012-939]
Backstrom, Mikael	[CL2012-870]
Barber, Jessica	[CL2012-880]
Barksdale, Edward	[CL2012-868]
Barnes, Samantha	[CL2012-934]
Bedolla, Florentino	[CL2012-888]
Belbon, Dwayne	[CL2012-871]
Benigno, Diana	[CL2012-890]
Berberich, Steven	[CL2012-904]

Brown, Annetta	[CL2012-885]
Brown, Michael, Jr.	[CL2012-884]
Burg, Angela	[CL2012-932]
Buscemi, Marie	[CL2012-930]
Cedeno, David	[CL2012-856]
Cohen, Mitchell	[CL2012-910]
Cook, Joseph	[CL2012-893]
Coombes, Ryan	[CL2012-931]
Daniels, Irving	[CL2012-855]
Davis, Yoki	[CL2012-878]
Dubose, Jack	[CL2012-919]
Duell, Daniel	[CL2012-927]
Eskridge, Lori	[CL2012-933]
Frey, Diane	[CL2012-869]
Gardstrom, Erik	[CL2012-907]
Gilboy, Jason	[CL2012-935]
Goworowski, Sophie	[CL2012-847]
Graham, Sarah	[CL2012-857]
Granados, Jose	[CL2012-860]
Hadziahmetovic, Mirnesa	[CL2012-892]
Hall, Sheila	[CL2012-886]
Hammer, Fiona	[CL2012-844]
Hayes, Peter	[CL2012-938]
Haywood, Piper	[CL2012-942]

Hornik, Daniel	[CL2012-916]
Horwitz, Darrell	[CL2012-877]
Hurley, Kelli	[CL2012-895]
Jackson, Erick	[CL2012-859]
Jenkins, Sarah	[CL2012-925]
Johnson, Antonio	[CL2012-947]
Jones, Heather	[CL2012-920]
Jones, Lance	[CL2012-846]
Kiatta, Jason	[CL2012-899]
Kremer-Blankenship, Amie	[CL2012-845]
Kruger, Theressa and Howard	[CL2012-894]
Leggs, Myrna	[CL2012-948]
Lett, Ashley	[CL2012-848]
Lytwyn, Ashley	[CL2012-854]
Martinez, Ashley	[CL2012-944]
McGee, Tairance	[CL2012-879]
McQuarter-Figgs, Patricia	[CL2012-858]
McWhorter, Ulysses	[CL2012-917]
Medina, Jorge and Lizzette	[CL2012-851]
Medina, Melissa	[CL2012-889]
Mehraban, Sonny	[CL2012-887]
Meneses, Arlene	[CL2012-896]
Merino, Maria	[CL2012-943]
Metlife Insurance and Renda, Rose	[CL2012-866]

Miller, Patricia	[CL2012-897]
Molina, Jorge	[CL2012-900]
Morah, Azuka	[CL2012-924]
Muir, David	[CL2012-908]
Murphy, Dan	[CL2012-940]
Murray, Bruce	[CL2012-903]
Nelson, Christopher	[CL2012-923]
Niedoborski, Brandy	[CL2012-912]
Nunez, Jason	[CL2012-843]
Ochoa, Maria and Angel	[CL2012-918]
Opeloye, Linda	[CL2012-898]
Pentzien, Ryan	[CL2012-902]
Potkaj, Kazimierz	[CL2012-873]
Progressive Insurance and Kelsey, Eric	[CL2012-921]
Randle, Yvonne	[CL2012-862]
Rebb, Regina	[CL2012-914]
Reese, Ruby	[CL2012-926]
Rovello, Cruz	[CL2012-929]
Ryan, Kevin	[CL2012-865]
Saunders, Seepino	[CL2012-945]
Seider, Joshua	[CL2012-849]
Sigala, Roberto	[CL2012-841]
Simmons, Joel	[CL2012-867]
Skorczewski, Tina	[CL2012-891]

Smith, Angela	[CL2012-909]
Smith, Marcia	[CL2012-852]
Staggers, Felecia	[CL2012-937]
Staszef, Malgorzata	[CL2012-853]
Stiger, Mary	[CL2012-850]
Strelitz, Scott	[CL2012-901]
Szczepanik, Boguslaw	[CL2012-876]
Thomas, Willie	[CL2012-863]
Tirado, Billy	[CL2012-864]
Tobar, Debbie	[CL2012-941]
Wanderlich, Kara	[CL2012-872]
Warren, Elizabeth	[CL2012-911]
White, Latatiana	[CL2012-928]
Williams, Jacquisha	[CL2012-946]
Williams, Susan	[CL2012-936]
Woods, Barry	[CL2012-915]
Zakheim, Scott	[CL2012-906]

Referred -- AMENDMENT OF SECTION 7-12-170 OF MUNICIPAL CODE BY ELIMINATING CREDIT CARD PROCESSING FEE FOR ONLINE OR ELECTRONIC PURCHASE OF DOG LICENSES.

[O2012-2255]

A communication from the Honorable Susana A. Mendoza, City Clerk, transmitting a proposed ordinance amending Section 7-12-170 of the Municipal Code of Chicago by eliminating the Credit Card Processing fee for online or electronic purchases of dog licenses, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF SECTION 8-12-010 OF MUNICIPAL CODE CONCERNING GAMBLING.

[O2012-2236]

A communication from John Coyle, Carpenters Local 141, under the date of April 18, 2012, transmitting an ordinance amending Section 8-12-010 of Municipal Code of Chicago concerning gambling, which was *Referred to the Committee on Workforce Development and Audit*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF CHICAGO MOTOR CLUB BUILDING AT 68 E. WACKER PL. AS CHICAGO LANDMARK.

[O2012-2214]

A communication from Eleanor Esser Gorski, AIA, Assistant Commissioner, Department of Housing and Economic Development, Historic Preservation Division, Bureau of Planning and Zoning, under the date April 13, 2012, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Chicago Motor Club Building at 68 East Wacker Place as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF WRIGLEY BUILDING AT 400 -- 410 N. MICHIGAN AVE. AS CHICAGO LANDMARK.

[O2012-2216]

A communication from Eleanor Esser Gorski, AIA, Assistant Commissioner, Department of Housing and Economic Development, Historic Preservation Division, Bureau of Planning and Zoning, under the date April 13, 2012, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Wrigley Building at 400 -- 410 North Michigan Avenue as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred – RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF 227 EAST WALTON PLACE APARTMENT BUILDING AT 227 E. WALTON PL. AS CHICAGO LANDMARK.

[O2012-2215]

A communication from Eleanor Esser Gorski, AIA, Assistant Commissioner, Department of Housing and Economic Development, Historic Preservation Division, Bureau of Planning and Zoning, under the date April 12, 2012, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of 227 East Walton Place Apartment Building at 227 East Walton Place as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

SETTLEMENT AGREEMENT REGARDING CASE OF JOSE LOPEZ V. CITY OF CHICAGO, CHICAGO POLICE OFFICERS ROBERT GLIWA (STAR NO. 20526); JAMES R. SANCHEZ (STAR NO. 20336); ADRIAN GARCIA (STAR NO. 20517); MICHAEL PIETRYLA (STAR NO. 21209); AND T. FLAHERTY (STAR NO. 20942).

[Or2012-182]

The Committee on Finance submitted the following report:

CHICAGO, April 18, 2012.

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: *Jose Lopez v. City of Chicago, Chicago Police Officers Robert Gliwa (Star Number 20526); James R. Sanchez (Star Number 20336); Adrian Garcia (Star Number 20517); Michael Pietryla (Star Number 21209); and T. Flaherty (Star No. 20942)*, cited as 08 L 7549 in the amount of \$750,000, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 46.

Nays -- Alderman Balcer -- 1.

Alderman Pope 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: *Jose Lopez v. City of Chicago, Chicago Police Officers Robert Gilwa (Star Number 20526); James R. Sanchez (Star Number 20336); Adrian Garcia (Star Number 20517); Michael Pietryla (Star Number 21209); and T. Flaherty (Star Number 20942)*, cited as 08 L 7549, in the amount of \$750,000.

SETTLEMENT AGREEMENT REGARDING CASE OF LANELL CRAFT, CURTIS FLOWERS, JOE GANT, SHARON WILKINS, INDIVIDUALLY AND ON BEHALF OF RASHI GANT, MARCUS JORDAN, DAVID STEWART, LARRY WILKINS, MARY WILKINS, SHARON GANT, JOSEPH WILKINS AND CORRETTA WILLIAMS, AS GUARDIAN OF LAURYN TERRY COLE WILLIAMS, A MINOR AND DAUGHTER OF HENRY-ELLA WILLIAMS, DECEASED V. COREY FLAGG, EURAL BLACK, DAREK HAYNES, BRODERICK JONES, SERGEANT ROBERT O'NEIL, OFFICER WILLIAM MULLEN, OFFICER SHANNON, OFFICER HEIN, OFFICER WASZAK, OFFICER WOJTAN, OFFICER SANELLO AND CITY OF CHICAGO.

[Or2012-183]

The Committee on Finance submitted the following report:

CHICAGO, April 18, 2012.

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: *Lanell Craft, Curtis Flowers, Joe Gant, Sharon Wilkins, individually and on behalf of Rashi Gant, Marcus Jordan, David Stewart, Larry Wilkins, Mary Wilkins, Sharon Gant, Joseph Wilkins and Corretta Williams, as guardian of Lauryn Terry Cole Williams, a minor and daughter of Henry-Ella Williams, deceased v. Corey Flagg, Eural Black, Darek Haynes, Broderick Jones, Sergeant Robert O'Neil, Officer William Mullen, Officer Shannon, Officer Hein, Officer Waszak, Officer Wojtan, Officer Sanello and City of Chicago*, cited as 06 C 1451 in the amount of \$700,000, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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: *Lanell Craft, Curtis Flowers, Joe Gant, Sharon Wilkins, individually and on behalf of Rashi Gant, Marcus Jordan, David Stewart, Larry Wilkins, Mary Wilkins, Sharon Gant, Joseph Wilkins and Corretta Williams, as*

guardian of Lauryn Terry Cole Williams, a minor and daughter of Henry-Ella Williams, deceased v. Corey Flagg, Eural Black, Darek Haynes, Broderick Jones, Sergeant Robert O'Neil, Officer William Mullen, Officer Shannon, Officer Hein, Officer Waszak, Officer Wojtan, Officer Sanello and City of Chicago, cited as 06 C 1451, in the amount of \$700,000.

Action Deferred -- ESTABLISHMENT OF NONPROFIT CHICAGO INFRASTRUCTURE TRUST.

[SO2012-1366]

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman P. O'Connor, *Deferred* and ordered published:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the establishment of the Chicago Infrastructure Trust, 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 roll call vote of 11-7.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, Infrastructure is a vital and foundational element in the future competitiveness of the City of Chicago (the "City") and the City's municipal infrastructure assets including, without limitation, mass transit, surface and highway transportation, freight rail, air and maritime ports, education (elementary, secondary and community college) facilities, water and sewer and other services and facilities require significant and on-going improvement and upgrades; and

WHEREAS, The City's status as a leading global city relies in part on its ability to be at the forefront of implementation of energy efficiency programs and initiatives; and

WHEREAS, Savings from these energy efficiency initiatives can be significant and sufficient to pay for the upfront capital investment needed initially to finance these initiatives; and

WHEREAS, Financing upgrades, improvements and expansions of the City's infrastructure assets will be challenging, given competing demands for capital that can be raised in the municipal finance markets as well as budget and financial constraints that often result in monies being allocated to shorter term initiatives and operational expenditures; and

WHEREAS, Infrastructure funding from the State and Federal governments has been inconsistent and unpredictable, with demand for funding clearly exceeding the resources available as states and municipalities compete for inevitably limited funding; and

WHEREAS, A range of private investors and organizations, including without limitation foundations, labor unions, public sector and private sector pension funds, private equity funds, mutual funds and sovereign wealth funds have demonstrated a growing interest in low-risk, long-term infrastructure investments and it is in the best interest of the City to work collaboratively with such investors and organizations in a transparent and strategic manner to arrange required financing for a range of transformative infrastructure projects for the benefit of the City and its residents; and

WHEREAS, The City needs to diversify its options and alternatives for financing of infrastructure projects, including financing arrangements that are predictable and attractive to a broad range of investors, all in a manner that is fully transparent and on terms and conditions that benefit the City and its residents; and

WHEREAS, It is in the best interest of the City to establish a professionally managed and governed infrastructure fund (the "Chicago Infrastructure Trust" or the "Trust") that will serve the following purposes and objectives: provide funding and credit support to qualifying transformative infrastructure projects; play an important coordinating and facilitative role in attracting private investment for these infrastructure projects; have associated grant-making capabilities for select infrastructure projects; facilitate funding of infrastructure projects affecting one or more co-ordinate units of local government that will enable the sharing of labor, resources and knowledge between and among such units of local government; and establish high standards of transparency regarding the types of capital and investments received, the infrastructure projects funded, the investment returns on such projects and other information that will be easily accessible to the public and subject to rigorous oversight and audit; and

WHEREAS, The Trust will be capitalized by a combination of monies appropriated by the City Council of the City and capital provided by a range of third-party investors and organizations; and

WHEREAS, Examples of infrastructure funds and banks exist across the world, including Canada's P3C Fund, the European Infrastructure Bank and the recently announced infrastructure banks in the United Kingdom; and the United States Department of Transportation's Transportation Infrastructure Financing and Innovation Act (TIFIA) Program has similar objectives on a national level although limited to surface transportation projects; and

WHEREAS, The Trust will be among the first of its kind for any city or local government in the United States; and

WHEREAS, It is intended that all assets of the Trust shall be held in trust solely for the purposes and objectives described in this ordinance; and

WHEREAS, Any project undertaken by the City with funding received from or provided by the Trust will comply with City procurement rules and policies; and

WHEREAS, Repayment of any monies provided by the Trust to finance or support any infrastructure project will not be a general obligation of the City and will not be secured by the City's full faith and credit; now, therefore,

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

SECTION 1. Organization And Qualification Of The Chicago Infrastructure Fund.

The Chief Financial Officer of the City, the City Comptroller of the City and the Corporation Counsel of the City are each authorized and directed to take such steps as may be necessary to enable the Trust to become duly organized and qualified as an Illinois not-for-profit organization. (If, at any time, no person is appointed to serve in the position of Chief Financial Officer, then, for all purposes of this ordinance, the term "Chief Financial Officer" shall mean the City Comptroller.)

SECTION 2. Composition And Appointment Of Board Of Directors.

(a) The Board of Directors of the Trust shall consist of five (5) voting members ("Voting Members") appointed by the Mayor of the City (the "Mayor") with the approval of the City Council. Four of these Voting Members shall have expertise in one or more of the following areas: financing and development of infrastructure; capital markets; and municipal finance, and one of these Voting Members shall be a member of the City Council. If at any time the City Council Voting Member shall cease to be a member of the City Council, his or her term as a Voting Member shall also cease and a member of the City Council shall be appointed to serve the remainder of this term.

The Voting Members initially appointed pursuant to this subsection (a) will serve for the following terms: one member for a term commencing with the incorporation of the Trust and ending on December 31, 2013, two members for a term commencing with the incorporation

of the Trust and ending on December 31, 2014; and two members for a term commencing with the incorporation of the Trust and ending on December 31, 2015.

Thereafter, each Voting Member appointed pursuant to this subsection (a) will serve for a term of three years. Each Voting Member appointed pursuant to this subsection (a) will serve until his or her successor is duly qualified and appointed. Any appointment and associated City Council approval of Voting Members subsequent to the appointment of the initial Voting Members shall occur within one year of any vacancy created.

Voting Members appointed pursuant to this subsection (a) will be subject to removal for cause by the Mayor.

Any Voting Member who has a financial interest in any entity that is being considered by the Trust to perform work for the Trust or for the City, to receive funds from the Trust or from the City, or to provide funds to or otherwise make an investment in the Trust, shall recuse himself or herself from any vote of the Board of Directors regarding said entity. For purposes of this paragraph, the term "financial interest" shall be defined as provided in Chapter 2-156, as amended from time to time of the Municipal Code of Chicago (the "Municipal Code"). Pursuant to this paragraph, all Voting Members owe the Trust a fiduciary duty, and accordingly are strictly prohibited from making decisions or recommendations on behalf of the Trust for personal financial gain.

(b) Non-voting, advisory members shall be appointed to the Board of Directors of the Trust as follows:

(i) Three non-voting, advisory members may be appointed by the Mayor. These non-voting, advisory members shall be either commissioners, officials or employees of the City or of the following units of government: the Public Building Commission of Chicago, the Chicago Transit Authority, the Chicago Board of Education, Community College District Number 508, the Chicago Park District and the Chicago Housing Authority (collectively, the "Co-Ordinate Units of Government") or board members of the Co-Ordinate Units of Government. Each non-voting advisory member appointed pursuant to this clause (i) shall serve, ex-officio while also serving in his or her respective position as a commissioner, official, employee or board member of the City or of the respective Co-Ordinate Unit of Government.

(ii) Three non-voting advisory members may be appointed by the Voting Members. Each non-voting advisory member appointed pursuant to this clause (ii) shall each serve for a term of two years from the date of his or her respective appointment. Non-voting advisory members appointed pursuant to this clause (ii) will be subject to removal for cause by a majority of the Voting Members of the Trust.

(c) The Chair of the Board of Directors of the Trust will be appointed by the Mayor from among the Voting Members. Other officers of the Board of Directors will be selected by the Voting Members.

(d) The Board of Directors of the Trust will not receive a salary and will be compensated only for reasonable out-of-pocket expenses in accordance with procedures approved by the Board.

SECTION 3. Staffing And Personnel; Professional Services.

(a) Subject to the availability of funds duly appropriated, it is hereby directed that for the period from the effective date of this ordinance and ending on December 31, 2012, an amount not to exceed \$200,000 may be transferred to the Trust for professional services and otherwise to assist the Trust in accomplishing its purposes and objectives as described in this ordinance.

(b) For the period through December 31, 2012, the Office of the Chief Financial Officer and the Department of Finance are each authorized to provide such staff support to the Trust as may be required to accomplish their respective purposes and mission, including, without limitation, operations and administration of the Trust prior to hiring of an Executive Director and/or other staff.

(c) The Chief Financial Officer and the City Comptroller (each an "Authorized Officer") are each authorized to negotiate: (i) grant agreement(s) with the Trust that set forth the terms and conditions pursuant to which funding authorized by subsection (a) will be provided to the Trust; and (ii) agreement(s) with the Trust that set forth the terms and conditions pursuant to which staff support authorized by subsection (b) will be provided to the Trust.

SECTION 4. Grant Of Funds For Infrastructure Projects.

Subject to the availability of funds duly appropriated, it is hereby directed that an amount not to exceed \$2,500,000 be transferred to the Trust in one or more grants to support infrastructure projects to be financed and supported by the Trust in furtherance of the purposes and objectives as described in this ordinance. The Authorized Officers are each authorized to negotiate agreement(s) with the Trust that set forth the terms and conditions of any such grant(s).

SECTION 5. Conditions To Receipt Of City Grants.

As a condition to the execution and delivery of any grant agreement(s) authorized by Sections 3 and 4 of this ordinance, such agreements will provide for the following, all determined or established to the reasonable satisfaction of the applicable Authorized Officer:

(a) The Trust will, consistent with the purposes and objectives as described in this ordinance, establish criteria for all investments and other monies received by the Trust from third parties and will develop financing structures for all infrastructure projects submitted to the Trust by the City or by a Co-Ordinate Unit(s) of Government.

(b) The Trust shall have no power to pledge the full faith and credit of the City nor shall any obligation issued by the Trust (or any entity sponsored by the Trust) in connection with any infrastructure project be a general obligation of the City.

(c) The Trust will require full disclosure from investors on all projects and will require completion of disclosure statements that will be substantially similar to the economic disclosure statements required of third parties for transactions with the City. The Trust will make each such disclosure statements available online for public review.

(d) The Trust will be responsible for overseeing preparation and auditing of its financial statements, including full compliance with applicable generally accepted accounting principles.

(e) The Trust will provide public notice of its meetings and conduct its meetings in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1, et seq., as now enacted or as hereafter amended. The Trust will post and maintain online, for public review, the minutes of its meetings.

(f) The Trust will provide public access to books, records, minutes and documents, in accordance with the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., as now enacted or as hereafter amended ("FOIA").

(g) The Trust will cooperate with the City with respect to compliance with the requirements of FOIA concerning any public documents or records that are in the possession of the Trust but are nonetheless subject to the City's obligation to provide public access under FOIA.

(h) Commencing in 2013 and for each year thereafter, the Trust shall, on or about April 1 of each such year, prepare annual reports for public review detailing the activities and accomplishments of the Trust for the prior year, including, without limitation, investments received by the Trust; infrastructure projects financed or supported by the Trust; articles of incorporation, bylaws and rules and regulations adopted or amended by the Trust; and the Trust's annual financial statements. A copy of each annual report shall be presented to the Mayor and the City Council.

(i) The Trust will comply with all applicable City procurement rules and requirements, including, without limitation, Article IV (Minority-Owned and Women-Owned Business Enterprise Procurement Program) and Article VI (M.B.E./W.B.E Construction Program) of Chapter 2-92, as amended, of the Municipal Code.

SECTION 6. Power And Authority Of City Council.

The prior approval of the City Council shall be required for any transaction to be undertaken by the Trust that seeks to utilize present or anticipated funds, revenues, assets or properties of the City. Nothing in this ordinance supersedes, limits or otherwise affects the power and authority of the City Council with regard to any projects or financing transactions involving the Trust.

SECTION 7. Severability.

If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 8. Ordinance Controlling.

To the extent that any ordinance, resolution or order of the City is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. This Section 8 does not preclude the application of Section 2-8-035 ("Sale or lease of city assets -- Ordinance requirements") of the Municipal Code.

SECTION 9. Performance Provisions.

The Mayor, the Authorized Officers and the City Clerk, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and 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.

SECTION 10. Effective Date.

This ordinance shall be in full force and effect upon its passage and approval.

COMMITTEE ON AVIATION.

ACQUISITION OF PROPERTY AT 6238 -- 6242 S. CENTRAL AVE. FOR CHICAGO
MIDWAY INTERNATIONAL AIRPORT RUNWAY PROTECTION ZONE.

[O2012-1351]

The Committee on Aviation submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to report and recommend that Your Honorable Body *Pass* a proposed ordinance authorizing the acquisition of property at 6238 -- 6242 South Central Avenue for Chicago Midway International Airport runway protection zone, 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) MICHAEL R. ZALEWSKI,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and, through its Department of Aviation ("DOA"), operates the airport known as Chicago Midway International Airport ("Midway Airport"); and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for fair market value that certain parcel of real property located in the vicinity of Midway Airport that has been identified by the DOA as follows: Midway Parcel 150, commonly known as 6238 -- 6242 South Central Avenue, identified by Cook County as Permanent Index Number(s) 19-17-431-030, 19-17-431-031 and 19-17-431-032 (collectively the "Parcel"); and

WHEREAS, The Parcel is depicted on Exhibit A to this ordinance; and

WHEREAS, The Parcel is being acquired by the City for public purpose and use, namely, as a Runway Protection Zone or a Runway Safety Area, or both, as recognized by the Federal Aviation Administration ("FAA"); now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcel for public purpose and use in furtherance of the City's ownership and operation of Midway Airport.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) of the Parcel for the purchase of the Parcel.

SECTION 4. If the Corporation Counsel is able to agree with the owner(s) of the Parcel upon the price to be paid for such Parcel, the Corporation Counsel is authorized to purchase the Parcel in the name of and on behalf of the City of Chicago for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any general airport revenue bonds previously issued, or grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of a Parcel on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, then the Corporation Counsel may institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title to the Parcel under the City's power of eminent domain.

SECTION 5. The Commissioner of DOA is authorized to execute such documentation as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Legal Description.

(Subject To Title Commitment And Survey)

Parcel 150.

Parking Lot North Of And Adjacent To 5600 -- 5608 West 63rd Street, Chicago, Illinois:

Lots 16, 17 and 18 in Block 8 in Third Addition to Clearing, a subdivision of the southeast quarter of the southeast quarter of Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

6238 -- 6242 South Central Avenue
Chicago, Illinois.

Permanent Index Numbers:

19-17-431-030, -031 and -032.

CONCESSION LICENSE AND LEASE AGREEMENT WITH 350 GREEN, LLC AT
CHICAGO MIDWAY AND O'HARE INTERNATIONAL AIRPORTS.

[O2012-1346]

The Committee on Aviation submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to report and recommend that Your Honorable Body *Pass* a proposed ordinance regarding a concession agreement with 350 Green, LLC at Chicago Midway and O'Hare international airports, 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) MICHAEL R. ZALEWSKI,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 46.

Nays -- None.

Alderman Pope 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"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and, through the Chicago Department of Aviation ("CDA"), operates airports known as Chicago O'Hare International Airport ("O'Hare") and Chicago Midway International Airport ("Midway") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Among the other facilities at O'Hare and Midway, the City provides the traveling public with automobile parking facilities and automobile "cell phone" lots (collectively, the "Parking Areas"); and

WHEREAS, The City desires that the Parking Areas offer electric charging stations for vehicles that operate using plug-in electric or hybrid technology; and

WHEREAS, The City, acting through its former Department of Environment ("DOE"), issued a Request for Proposals dated July 19, 2010, for a Plug-in Electric Vehicle ("PEV") Charging Infrastructure Project ("RFP"), and 350 Green, LLC, a Virginia limited liability company ("350 Green"), responded to the RFP; and

WHEREAS, 350 Green was selected by DOE to be awarded a grant to deploy PEV charging stations throughout the City, and 350 Green approached CDA to install PEV charging stations in the Parking Areas at O'Hare and Midway; and

WHEREAS, The City desires to grant 350 Green, and 350 Green desires to accept, a license to operate a PEV charging station concession at O'Hare and Midway and a lease to operate the concession at the Parking Area locations identified by CDA, all under terms and conditions in substantially the form of the draft agreement attached hereto as Exhibit A; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner"), a concession license and lease agreement with 350 Green that is substantially in the form of the draft agreement attached hereto as Exhibit A.

SECTION 3. The Commissioner and such other City officials as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance will 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".
(To Ordinance)*

*Concession Lease And License Agreement
Between
The City Of Chicago (Chicago Department Of Aviation)
And
350 Green, LLC
At
Chicago O'Hare International Airport And
Chicago Midway International Airport.*

This Concession Lease and License Agreement ("**Agreement**") is entered into at Chicago, Illinois, as of _____, 2012 ("**Effective Date**"). The Agreement is by and between 350 Green, LLC a Virginia limited liability company ("**Tenant**"), and the City of Chicago, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois ("**City**"), acting through its Chicago Department of Aviation ("**CDA**" or "**Department**").

BACKGROUND

The City owns and, through CDA, operates Chicago O'Hare International Airport and Chicago Midway International Airport ("**Airports**"), which include automobile parking facilities and automobile "cell phone" lots (collectively, the "**Parking Areas**"). The City desires that the Parking Areas offer electric charging stations for vehicles that operate using plug-in electric or hybrid technology.

The City, acting through its Department of Environment ("**DOE**"), issued a Request for Proposals dated July 19, 2010, for a Plug-in Electric Vehicle ("**PEV**") Charging Infrastructure Project ("**RFP**"), and Tenant responded to the RFP. Tenant was selected by DOE to be awarded a grant to deploy PEV charging stations throughout the City, and Tenant has approached CDA to install PEV charging stations at the Airports. The City desires to grant Tenant, and Tenant desires to accept, a license to operate a PEV charging station concession at the Airport and a lease to operate the concession at the Parking Area location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

ARTICLE 1 CITY APPROVAL

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or his proxy. As provided in

Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or his proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner or the Commissioner's authorized representative.

ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS

2.1 Incorporation of Background. The Background set forth above is incorporated by reference as if fully set forth here.

2.2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Spaces
Exhibit 2	Rent
Exhibit 3	Tenant's Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Approved PEV Charging Rates
Exhibit 6	[Not Used]
Exhibit 7	[Not Used]
Exhibit 8	Insurance Requirements
Exhibit 9	ACDBE Special Conditions and Related Forms
Exhibit 10	Economic Disclosure Statement(s) and Affidavit(s)

ARTICLE 3 DEFINITIONS

3.1 Interpretation and Conventions.

A. The term "include," in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the City, all approvals or consents must be in writing and signed by the appropriate City representative.

3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

"Additional Rent" has the meaning set forth in Section 7.1.

"Additional Space" means space that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space. Additional Space, if any, that is offered to Tenant is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space, and the concept of Additional Space is solely for the benefit of the City.

"Affiliate", except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

"Base Rent" means the amount payable by Tenant on a square footage basis for use and occupancy of the Leased Space as set forth in Article 7 and Exhibit 2.

"Charging Stations" means the PEV chargers and related electrical infrastructure installed by Tenant within the Leased Space. In accordance with Section 5.2, Charging Stations shall at all times remain the personal property of Tenant.

"Chief Procurement Officer" means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on her behalf.

"Commissioner" means the head of the Department and any City officer or employee authorized to act on her behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement.

"Comptroller" means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

"Concession" means Tenant's business of offering PEV charging for sale to the public at the Airports pursuant to this Agreement.

"Concession Management Representative" means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

"Construction Documents" means the drawings and specifications for the construction or installation of Improvements, approved by the Commissioner pursuant to Section 5.5.

"Date of Beneficial Occupancy" or "DBO" means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 30 days after the Delivery Date of the Retail Space in question;
- B. the date that is 30 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written confirmation(s) shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

"Default Rate" means 12% per annum.

"Delivery Date" means the date upon which the City gives Tenant possession of the Retail Space in question.

"Department" means the Chicago Department of Aviation, also known as CDA.

"Development Plan" means, as further described in Section 5.5, the Tenant's conceptual plans, budget and other design specifications for construction or installation of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the

Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" has the meaning set forth in Article 9.

"Gross Revenues" means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;
- C. sales of Tenant's fixtures and equipment not in the ordinary course of Tenant's business;
- D. sales of PEV charging services pursuant to a contract with a Subscriber against which no charge is made for using a Charging Station at the Airport; or
- E. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price, except for items expressly excluded above, must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the PEV charging services are delivered to the customer, whichever occurs first.

"Imposition" means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

"Improvement Costs" means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of

the Improvements. Tenant's estimated budget for Improvement Costs must be included in the Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written confirmation of DBO that will be attached to Exhibit I upon approval by the Commissioner.

"Improvements" means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, so that the Leased Space can be used for Concession operations. The Improvements must be described and depicted conceptually in the Development Plan.

"Lease" means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

"Leased Space" means the total Retail Space leased to Tenant under this Agreement, identified in Exhibit I, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

"Lease Year" means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the final calendar year during which the Term expires or the Agreement is otherwise terminated.

"License" means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

"License Fee" means the percentage of Gross Revenues payable pursuant to Section 7.1.

"Relocation Space" means space to which Tenant must relocate a Retail Space at the request of the Commissioner pursuant to Section 5.1.

"Rent" means all amounts payable by Tenant in connection with this Agreement, including but not limited to License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City's requirements for Concession operations.

"Retail Space" means each Leased Space used by Tenant for a Charging Station, including any Additional Space or Relocation Space used for that purpose. A Retail Space consists of the space occupied by the Charging Station and does not include the parking space served by that Charging Station.

"Shell and Core" means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

"Subcontractor" means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

"Subcontracts" means all oral or written agreements with Subcontractors.

"Subscriber" means a customer of Tenant who has purchased a contract with Tenant under which the subscriber pays a flat monthly fee for an unlimited amount of charging services at any Tenant owned or operated charging station. "Subscriber" does not include a customer who purchases a contract or prepaid card of Tenant allowing the customer a predetermined amount of charging services, against which predetermined amount the charging services obtained at an Airport Charging Station is deducted.

"Term" means the period of time beginning on the Effective Date and ending at 11:59 p.m. on December 31, 2015, unless extended in writing by the Commissioner to end at 11:59 p.m. on December 31, 2018.

"Use Agreements" means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

"Work" means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS

4.1 Concession License and Lease. As of the Effective Date, this Agreement, and the Lease and License granted under it, supersede, cancel and terminate any existing agreements or understandings between the parties and relating to the subject matter of this Agreement. Effective as of the Effective Date, the City grants Tenant a non-exclusive License to operate the Concession at the Airports and a Lease to operate the Concession from the Leased Space. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT AND THAT THIS AGREEMENT CREATES A TAXABLE LEASEHOLD UNDER THE ILLINOIS PROPERTY TAX CODE, 35 ILCS 200/1 et seq.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will

terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Airports;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airports;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 No subleases, assignments or other uses. Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 PEV Charging Rates.

Exhibit 5 to this Agreement list the rates that Tenant is permitted to charge the public for use of the PEV charging stations. The City's execution of this Agreement constitutes its approval of the rates as reflected on Exhibit 5 on the Effective Date. Except as provided below, any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3. Prior written approval of the Commissioner is not required for any increase in rates at the beginning of a Lease Year which are equal to or less than the percentage increase in the Consumer Price Index for All Urban Consumers, all items index for Chicago-Gary-Kenosha, IL-IN-WI as measured from October to October of the preceding year; provided that Tenant notifies the Commissioner in writing of such increase no less than 15 business days prior to implementation, with such notice including documentation of the CPI increase upon which the rate increase is based.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the

Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name of "LOOP Network".

B. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner has the right to make reasonable objections to the appearance and condition of the Leased Space. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five business days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner would cause the City damages including, among other things, loss of goodwill, that would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-business-day cure period, Tenant must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Parking Areas, and not as a penalty, the amount of \$100 per day for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Parking Areas.

E. Tenant must at all times accept as suitable payment any of at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover.

F. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking.

G. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;
- (ii) answer in writing all written customer complaints within 96 hours after receipt,

furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

- (iii) furnish the Commissioner within 96 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus the Commissioner will assess as liquidated damages against Tenant, and not as a penalty: (A) an amount of \$100 per day for each day after the initial 96 hours until Tenant responds to the customer complaint or governmental notice and (B) if Tenant fails to provide the requisite copies to the Commissioner, \$100 per day (up to a maximum of 60 days) until the Tenant provides the Commissioner with the copies.

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all hours of operation set forth in the approved Development Plan.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three business days after the City gives Tenant written notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to charge their PEVs, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the lesser of \$5 per hour or \$50 per day, beginning as of the fourth day following the day that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must be appropriately dressed and must wear Airport identification badges and any other form(s) of identification that may be required by the Commissioner from time to time.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. An appropriate officer or management representative of Tenant must meet with the Commissioner as requested by the Commissioner to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the Commissioner's request, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Parking Areas or any other parties designated by the Commissioner.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are operational. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection, and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

4.7 Operation and Maintenance.

A. The Commissioner reserves the right to interrupt temporarily the electrical services furnished to the Parking Areas or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply electrical or any other service to the Leased Space, the Parking Areas or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control. Tenant's failure to operate a Charging Station due to such interruption in electrical service shall not constitute violation of Section 4.5(B).

B. The City, at its sole cost and expense, will clean keep in good repair the Parking Areas, including the parking spaces serviced by the Charging Stations. Tenant acknowledges that, from time to time, portions of the Parking Areas may be closed for repair and maintenance or for other operational reasons and that the City shall have no liability to Tenant for lost revenue during such periods of closure.

4.8 Utilities.

A. Tenant must pay for electricity furnished to the Leased Space, but only to the extent that electricity is separately metered for the Leased Space.

B. Tenant must maintain utility lines to the Leased Space where the utility lines exclusively serve a Charging Station. Tenant must maintain the Charging Station and all electrical cables, conduits, wiring, electrical panels and associated equipment located within and serving the Leased Space.

4.9 Refuse Handling. Tenant must comply with all applicable present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash.

4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the PEV charging stations and rates). All such signage (especially all signage visible from the Parking Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted in writing by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession.

B. Marketing and Advertising Fund. The Department operates a marketing and advertising fund for the purpose of financing a program for advertising and promoting Concessions at the Airport ("**Marketing Fund**"). Such program may include special events, shows, displays, signs, marquees, decor, seasonal events, and print, television, radio and other media advertisements. In addition, the City may use the Marketing Fund to defray the costs of administration of the Marketing Fund, including the expenses for a promotion and advertising manager. The Marketing Fund is funded by contributions from tenants, as required by the provisions of their agreements with the City. The monthly contribution by Tenant is in an amount equal to the product of the Gross Revenues for the prior month multiplied by 0.005 (one-half percent) (the "**Marketing Fee**"). The City may, but is not required to, contribute to the Marketing Fund. Tenant has no ownership or beneficial interest whatsoever in the Marketing Fund.

4.11 Distribution and Storage; Deliveries.

Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement.

4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use, possession of, or Lease to the Leased Space; the City's exercise does not give rise to any claim, including for set-off or abatement of Rent; the City's exercise also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

- (i) Install, affix and maintain any and all signs on the exterior and on the interior of the Parking Areas;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Parking Areas, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close the Parking Areas, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement;
- (iii) Movements of Tenant property into or out of the Parking Areas or the Leased Space and within the Parking Areas are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Parking Areas or the Leased Space;

- (iv) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;
 - (v) Enter the Leased Space for the purpose of periodic inspection for compliance with the terms of this Agreement and exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;
 - (vi) Grant to any person the right to conduct any business or render any service in or to the Parking Areas or the Airport.
 - (vii) Promulgate from time to time rules and regulations regarding the operations at the Airport.
- B. [Not used.]

ARTICLE 5 LEASED SPACE AND IMPROVEMENTS

5.1 Leased Space. As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the Delivery Date of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. If the actual measured square footage of the Leased Space differs from the square footage identified on Exhibit 1, the Base Rent will be applied to the actual measured square footage.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 1. Retail Space is to be used for the sale of PEV charging at retail to the public via Charging Stations.

B. Storage Space. [Not applicable.]

C. Additional Space.

- (i) During the Term, the Commissioner may from time to time, at her sole discretion, make Additional Space available in the Parking Areas for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:

- a. size and location of the Additional Space being offered, if any,
- b. whether the Additional Space is being offered as Retail Space or Storage Space; and
- c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

- (ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such Space. **Additional Space, if any, offered to Tenant is solely for the benefit of the Airport, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion.**
- (iii) The maximum aggregate amount of Additional Space that may be offered to Tenant, if any is offered, is as follows:
 - (a) As Retail Space, the lesser of 100% of the square footage of Retail Space initially leased to Tenant or 2,000 sq. ft.
 - (b) As Storage Space, the greater of 50% of square footage of Storage Space initially leased to Tenant and 200 sq. ft.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be

not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.

- (ii) If a Retail Space is being relocated and the Relocation Space for a Retail Space is not comparable in size, visibility, and traffic, in Tenant's reasonable business judgment, Tenant may reject the Relocation Space by notifying the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. If Tenant rejects the Relocation Space, then the Lease for the affected Retail Space will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the affected Retail Space. Further, if Tenant rejects the Relocation Space, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs, as approved by the Commissioner, for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.
- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Title to Property in the Leased Space. Tenant shall retain title and ownership to all Charging Stations and other Tenant personal property and proprietary trade fixtures in the

Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 Shell and Core. The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 Tenant's Improvement Obligations.

A. Retail Space and Storage Space. Tenant must complete, or cause to be completed, the Improvements described in the Development Plan in accordance with Construction Documents (defined below) that have been approved by the Commissioner. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the date set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Tenant must provide for any supplemental utilities or infrastructure that Tenant may require to properly operate the PEV charging stations. All such supplemental utilities or infrastructure must be designed and installed in accordance with the TDCPM and applicable building codes, and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental utilities or infrastructure fail to comply with the design and operational standards set forth in the TDCPM, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space, if any, identified by the Commissioner.

C. [Not used].

D. Improvement Costs. Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request,

receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit 1.

E. Amortization of Improvement Costs. The amount of actual Improvement Costs approved by the Commissioner and memorialized in the confirmation of DBO will thereafter be used in the calculation of unamortized Improvement Costs wherever such amount is referenced in this Agreement. Amortization of Improvement Costs for each Leased Space will be calculated on a straight-line basis over 72 (seventy-two) months beginning on the DBO for that Leased Space.

5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

- (i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;
- (ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and
- (iii) the Tenant Design and Construction Procedures Manual ("TDCPM") and the Airport Concession Program Handbook.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the TDCPM, and the approved Construction Documents (as defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the TDCPM, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

In addition to the requirements set forth in the TDCPM, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to comply to the extent that it is commercially reasonable to the requirements of the "CDA Sustainable Airport Manual," dated August 2009, as such may be amended and updated during the Term.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It must describe or depict the Tenant's thematic

concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and other submission requirements as set forth in the TDCPM ("**Development Plan**"). The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 60 Percent Design Phase. Within 45 days of the Effective Date, Tenant must submit to the Commissioner its proposed 60 percent design drawings and specifications prepared as required under the TDCPM ("**60 Percent Designs**"), which must include any Shell and Core modifications or other modifications to Airport systems required to accommodate Tenant's proposed Improvements in conformance with the Development Plan. The Commissioner will attempt to review and respond to the 60 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 60 Percent Designs requires resubmission, Tenant must resubmit the 60 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 60 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 60 Percent Designs after 5 attempts, it will be an Event of Default.

E. 100 Percent Design Phase. Tenant must prepare and submit to the Commissioner, within 30 days following its receipt of the Commissioner's approval of the 60 Percent Designs, the 100 percent design drawings and specifications and a construction schedule that complies with the Development Plan ("**100 Percent Designs**"). The Commissioner will attempt to review and respond to the 100 Percent Designs within 10 days after the Commissioner's receipt with an "accepted," "accepted [with comments] as noted," or "revise and resubmit." If any of the 100 Percent Designs requires resubmission, Tenant must resubmit the 100 Percent Designs addressing the Commissioner's comments within 5 days after receiving the Commissioner's response. Tenant must resubmit the 100 Percent Designs as many times as necessary until the Commissioner either accepts them or accepts them as noted; however, if Tenant fails to provide acceptable 100 Percent Designs after 5 attempts, it will be an Event of Default. Upon acceptance by the Commissioner, the 100 Percent Designs drawings, specifications, and construction schedule will be deemed the approved "**Construction Documents**". If Tenant desires to use the services of any Subcontractor, Tenant must submit the name and qualifications of the Subcontractor to the Commissioner for review and approval, which approval may be granted or denied in the Commissioner's sole discretion. Within 10 days following the receipt of Commissioner's approval of the 100 Percent Designs, Tenant must prepare and submit to the City's Buildings Department, or its successor agency, applications for all building permits required to undertake construction of the Improvements.

F. Start of Construction. For each portion of the Leased Space, within 10 days after the latest of occur of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

- (i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.
- (ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.
- (iii) Except as otherwise provided in this Agreement, must be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the TDCPM.

Approval of the Construction Documents by the Commissioner does not constitute her or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

G. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

H. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform

I. Notice of Substantial Completion and Inspection. At least 14 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a "notice of substantial completion". On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punchlist to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

J. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the Date of Beneficial Occupancy, as defined herein:

- (i) Tenant must pay the City liquidated damages at the rate of \$10 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and
- (ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from Kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Parking Areas until the applicable Improvements have been completed and the Retail Space is open to the public for business; and
- (iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,

- (iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punchlist items are not completed within 30 days following the date on which Tenant opens to the public for business, the Commissioner will assess liquidated damages against Tenant at the rate of \$10 per day per punchlist item for as long as such item is not timely completed; and
- (v) if Tenant is permitted to open for business but any punchlist items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:
 - a. complete the punchlist Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
 - b. close the affected Retail Space until all outstanding punchlist items are completed.

K. Post-construction Documentation. Tenant must submit in acceptable electronic form a complete set of "as-built" drawings and documentation as outlined in the TDCPM to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

L. No Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, The Airport, Tenant's leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of it and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in her sole discretion, draw on the bond and make such payment. If the Commissioner has not

requested a bond, then the Commissioner may, in her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an event of default.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Parking Areas served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

- (i) "Major Damage" means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:
 - a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
 - b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.
- (ii) If any part of the Parking Areas suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.
- (iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If repair and restoration cannot be substantially completed before the Term expires,

then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

- (iv) If this Agreement is not terminated in accordance with paragraphs (B)(ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.
- (v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:
 - a. an estimate of the total cost of the Work;
 - b. the estimated date upon which the Work will be substantially completed; and
 - c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.
- (vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of the Work, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago ("Municipal Code"), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. (At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City.) In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. **"Actual residents of the City"** means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, **"Employer"**) must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section.

Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the Security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 Prevailing Wages. In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 Subcontractor Certifications. Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)"

ARTICLE 6 TERM OF AGREEMENT

6.1 Term. The term of this Agreement is the "Term" as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 Holding Over.

A. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

B. With consent. Any holding over with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant's failure to do so shall be deemed a holding over without consent under (A).

6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order

quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Parking Areas or a portion thereof that renders performance by either party in the Leased Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 Eminent Domain.

A. If the entirety of the Parking Areas or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Parking Areas, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

ARTICLE 7 RENT AND FEES

7.1 Rent Payable.

A. In consideration of Tenant's Lease to the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees the Base Rent, License Fee and Additional Rent (collectively, "**Rent**") as follows:

- (i) Base Rent. Due to the relatively small space occupied by a Charging Station, there is no base rent for this Concession.
- (ii) License Fee. Beginning as of the Effective Date, the License Fee shall be the greater of (a) or (b):
 - a. Percentage Fee. The "**Percentage Fee**" is an amount equal to the product of the percentage rental rates set forth below as applied to Gross Revenues:
 - (i) From the Effective Date through December 31, 2015, Five Percent (5%)
 - (ii) If the Agreement is extended in writing by the Commissioner, from January 1, 2016, through December 31, 2018, Fifteen Percent (15%).
 - b. Minimum Annual Guarantee. Due to the uncertain nature of the public's use of this Concession and in light of the investment of Tenant in the

installation of the Charging Stations, there is no Minimum Annual Guarantee.

- (iii) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent.

Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively, "**Impositions**"). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant's contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that the leasehold created under this Agreement is taxable, and while Tenant may contest the amount of the leasehold tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant's business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

7.2 Time of Payments.

On or before the 15th day of each month, Tenant must pay the City:

- (i) the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(ii)(a); and
- (ii) the Marketing Fee and Distribution Fee, if any, based on the Gross Revenues of the preceding month.

7.3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or
- (ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Weekly. Tenant will furnish to the Commissioner weekly sales reports, if requested, breaking down all sales and Gross Revenues by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the Commissioner.

C. Annually or more often.

- (i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.
- (ii) The annual statement must include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [] for the year ended _____ relating to its operations at the Parking Areas pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Merchandise and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and maintain full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, both for cash and on credit, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents providing substantially the same information:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,

- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that merchandise returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of merchandise taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, all receipts from the sale or other transaction, whether for cash, credit or otherwise, in one or more point-of-sale registers having a cumulative total that must be sealed in a manner approved by the Commissioner and that must possess such other features as required by the Commissioner. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must be made available upon reasonable notice for the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at a location within the Chicago metropolitan area for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term. City acknowledges that Tenant's principal office is located in Los Angeles and that it would be unreasonable to request such inspection more frequently than annually, except in the event that an audit has revealed a material discrepancy in Tenant's record keeping.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 5 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

- (i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if
- (ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the

Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 Revenue Control. Upon the reasonable request of the Commissioner, Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any, as computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing. Any such system later installed by Tenant must be compatible with any POS System installed or reasonably contemplated to be installed by the Commissioner in the Parking Areas or elsewhere in the Airport generally, and Tenant must permit the Commissioner to connect the Commissioner's POS System to Tenant's POS System using fiber optic cable or otherwise.

7.7 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, as security for non-payment of any Rent due.

ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY

8.1 Insurance. Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 8 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

8.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("**Anti-Indemnity Act**"), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel's option, Tenant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et seq* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Tenant to indemnify the City for the City's own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Tenant's duties under this Agreement, including the insurance and Security requirements.

8.3 Security. Due to the relatively low Rent to be paid under this Agreement, no security deposit is being required.

ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary

obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

- (i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or
- (ii) fails to pay its debts generally as they mature; or
- (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or
- (iv) makes a general assignment for the benefit of creditors, or
- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or
- (vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the

performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable

under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages, including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

9.3 Commissioner's Right to Perform Tenant's Obligations.

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of Default ("Self-help"). The Commissioner's inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

B. The Commissioner, in making any payment that Tenant has failed to pay:

- (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
- (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
- (iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or

Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

ARTICLE 10 SPECIAL CONDITIONS

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (K) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Virginia; Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not used and will not knowingly use the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in

this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

- (i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit ("EDS") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which are attached to this Agreement as Exhibit 10. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a "no change" affidavit if the information in the EDS(s) attached as Exhibit 10 remains accurate, or revised and accurate EDS(s) if the information contained in the attached EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at

its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

- (i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this

Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.

- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "Change in Ownership"), is subject to the consent of:
 - a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
 - b. the Commissioner, in her reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.
- (iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.
- (iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.
- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be

deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.

- (vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.
- (vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgement.
- (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its

obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

- (ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.
- C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.
- D. Assignment of Subleases, Sublicenses and Subcontracts.
 - (i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:
 - a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
 - b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
 - c. if an Event of Default exists.
 - (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.
- 10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the

Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "Laws"); and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 10 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant

must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with Section 11-4-1600(c) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way—Violation—Penalty;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant'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 Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who

directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (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 bid, proposal or 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.

2. Tenant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Tenant or the date the 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.

3. 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.

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

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

6. If Tenant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. 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.

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

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

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

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Laws"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs,

resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

10.8 Non-Discrimination

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Space; (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Leased Space in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Tenant shall operate the Concession on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for Merchandise (but Tenant is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.) In addition, Tenant assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Leased Space, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees

or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Tenant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. Tenant must insert these non-discrimination provisions in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Space. Tenant must incorporate all of the above provisions in all agreements entered into with any subtenants, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Tenant must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier must be notified by Tenant of the Tenant's obligations under this Agreement relative to nondiscrimination.

G. Noncompliance with this Section will constitute a material breach of this Agreement; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Agreement, the City may impose such sanctions as it or the Federal or state government may determine to be

reasonably appropriate, including cancellation, termination or suspension of the Agreement, in whole or in part.

H. Tenant must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

10.9 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 9 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default. The City has determined that, due to the limited nature of this Concession, there is little opportunity for participation by ACDBEs and therefore there is no established goal for this Concession.

10.10 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 Airport Landing Area. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 No Obstructions. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

ARTICLE 11 GENERAL CONDITIONS

11.1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 Counterparts. This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the

Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform with the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

11.5 Covenants in Subcontracts. All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 Governing Law. This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in anyway concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.

11.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 10. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Department of Aviation
City of Chicago

O'Hare International Airport
10510 W. Zemke Rd
Chicago, Illinois 60666

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the security deposit or insurance requirements, a copy must be sent to:

City of Chicago, City Comptroller
33 N. LaSalle Street, Suite 700
Chicago, Illinois 60602

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law
Aviation, Environmental, Regulatory and Contracts Section
30 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Parking Areas, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Parking Areas.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 Offset by Tenant. Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 Waiver, Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

11.13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 Estoppel Certificate. From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 No Personal Liability. Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the

Parking Areas or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

11.18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

SIGNATURE PAGE

SIGNED:

CITY OF CHICAGO

By:

Mayor

Date: _____

RECOMMENDED BY: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel _____

350 Green, LLC

By: _____

Its: _____
[Title]

Date: _____

[(Sub)Exhibits 6 and 7 referred to in this Concession Lease and License Agreement
with 350 Green, LLC unavailable at time of printing.]
[Notary]

[(Sub)Exhibits 9 and 10 referred to in this Concession Lease and License Agreement
with 350 Green, LLC printed on pages 23635 through 23661 of this *Journal*.]

(Sub)Exhibits 1, 2, 3, 4, 5 and 8 referred to in this Concession Lease and License Agreement
with 350 Green, LLC read as follows:

(Sub)Exhibit 1.
(To Concession Lease And License Agreement
With 350 Green, LLC)

Leased Space.

Locations Of Charging Stations:

O'Hare:

- 3 in Cell Phone Lot
- 2 in Main Parking Garage, First Floor
- 2 in Main Parking Garage, Fourth Floor

Midway:

- 2 in Cell Phone Lot
- 2 in Long-term Remote Parking Garage, First Floor
- 3 in Short-term Parking Main Garage, Ground Floor

(Sub)Exhibit 2.
(To Concession Lease And License Agreement
With 350 Green, LLC)

Rent.

As set forth in Section 7.1.

(Sub)Exhibit 3.
(To Concession Lease And License Agreement
With 350 Green, LLC)

Development Plan.

Complete installation of all Charging Stations within 45 days of Effective Date.

(Sub)Exhibit 4.
(To Concession Lease And License Agreement
With 350 Green, LLC)

City's Shell And Core Obligations.

None.

(Sub)Exhibit 5.
(To Concession Lease And License Agreement
With 350 Green, LLC)

PEV Charging Rates.

Approved Rates Are:

\$6 for a Fast Charge Session

\$3 for a Level 2 Charge Session

(Sub)Exhibit 8.
(To Concession Lease And License Agreement
With 350 Green, LLC)

Insurance Requirements.

1) The kinds and amounts of insurance required under this Agreement are as follows:

a) Workers' Compensation And Employer's Liability.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees of Tenant. Employer's liability coverage with limits of not less than \$100,000 for each accident or illness must be included.

b) Commercial Liability Insurance.

Commercial General Liability insurance or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, property damage and personal injury liability. Coverages must include the following: Leased Space and operations; explosions, collapse, and underground hazards; products liability and completed operations; defense; separation of insureds; contractual liability specifically covering this Agreement (with no limitation endorsement); host liquor liability (if applicable). The City and its elected and appointed officials, agents, representatives and employees must be named as additional insureds on a primary, noncontributory basis, for any liability arising directly or indirectly under this Agreement.

c) Automobile Liability.

When any motor vehicles (owned, non-owned or hired) are used in connection with activities conducted under this Agreement, Tenant must provide comprehensive automobile liability insurance against bodily injury and property damage claims, subject to limits of liability of not less than \$1,000,000 per occurrence for non-airfield access, and not less than \$5,000,000 per occurrence for airfield access. The City, and its elected and appointed officials, agents, representatives and employees, must be named as additional insureds on a primary, noncontributory basis, for any liability arising directly or indirectly under this Agreement.

d) Property.

Tenant must maintain all-risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extensions must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interests may appear. Tenant is responsible for all loss or damage to its personal property including equipment, fixtures and contents.

e) Liquor Liability.

[Not applicable]

f) All Risk Blanket Builders Risk.

When Tenant undertakes any construction, including Improvements, betterments and/or repairs, Tenant must provide All Risk Blanket Builders Risk Insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City of Chicago must be named as loss payee as its interests may appear.

2) Under no circumstances must Tenant or any Subcontractor actually begin Work (or continue Work, in the case of renewal) or conduct Concession Operations under this Agreement without procuring the required insurance and providing evidence of it to the City. The City reserves the right, in addition to the other rights set forth in this Agreement, to require Tenant to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 30 days written notice to Tenant.

3) Tenant must furnish:

- a) the City, Department of Aviation, Attention: Concessions; O'Hare International Airport, P.O. Box 66142, Terminal 2, Upper Level, Concessions, Chicago, Illinois 60666; and
- b) the City Management Representative and, if applicable, the City Construction Representative, at the addresses provided by the representatives, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Tenant must submit evidence of insurance on the City's "Insurance Certificate of Coverage Form" or equivalent before the Effective Date of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements under this Agreement. The failure of the City to obtain certificates or other insurance evidence from Tenant is not a waiver by the City of Tenant's obligations to obtain and maintain the specified coverages. Tenant must advise all insurers of this Agreement's provisions regarding insurance. Nonconforming insurance will not relieve Tenant of its obligation to provide insurance as specified in this Agreement.

4) The insurance specified above must be carried at all times during the Term of this Agreement. Failure to carry or keep the insurance in force constitutes an Event of Default

and does not relieve Tenant from any liability under this Agreement. The City maintains the right to suspend the Tenant's performance and rights under this Agreement, or suspend this Agreement, until proper evidence of insurance is provided. If Tenant fails to maintain the full insurance coverage required under this Agreement, the City may, but is under no obligation to, obtain the required insurance. Payments made by the City regarding the premiums for the insurance become an additional obligation of Tenant, as Additional Rental to be paid under this Agreement, to be repaid in full to the City, payable on demand, with interest at the Default Rate. The insurance policies must provide for 60 days prior written notice to be given to the City at the addresses set forth in Subsection 3 above, if coverage is substantially changed, reduced, canceled, or non-renewed.

5) Tenant must require all Subcontractors to carry the insurance required in this Agreement, or Tenant may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted must so stipulate.

6) Tenant and each Subcontractor agree that their insurers must waive their rights of subrogation against the City, its employees, elected or appointed officials, agents or representatives.

7) Tenant acknowledges that any insurance or self-insurance programs maintained by the City apply in excess of and do not contribute to insurance provided by Tenant under the Agreement. Tenant acknowledges that any insurance protection, coverages and limits furnished by Tenant under this Agreement in no way limit Tenant's responsibilities and liabilities under this Agreement or by law.

8) Any and all deductibles or self-insured retentions on referenced insurance coverages must be borne solely by Tenant.

9) The insurance required to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or by any limitation placed on the indemnity given in this Agreement as a matter of law. If Tenant, or its Subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Tenant and each of its Subcontractors are responsible for the acquisition and cost of the additional protection. The City's Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements. Notwithstanding anything in this Agreement to the contrary, Tenant may, at its option, include any of the insurance coverage required under this Agreement in either general or blanket policies of insurance. Tenant may use any combination of primary and umbrella (or excess) insurance policies to comply with the insurance requirements set forth above, as long as the resulting insurance coverage is equivalent to the coverages required under this Agreement.

(Sub)Exhibit 9.
(To Concession Lease And License Agreement
With 350 Green, LLC)

*Special Conditions Regarding Airport Concessions Disadvantaged
Business Enterprise (ACDBE) Commitment.*

I. POLICY AND PROGRAM

It is the policy of the City of Chicago ("City") not to discriminate on the basis of race, color, sex or national origin in the award or performance of airport concession agreements. Because the City is a recipient of Airport Improvement Program funds from the Federal Aviation Administration ("FAA"), the concessions at the City's airports are subject to 49 CFR Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions ("Part 23"). The City will not, directly or indirectly, through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or impeding the accomplishment of the objectives of Part 23. Compliance with Part 23 requirements will not diminish or supplant the Tenant's obligations to comply with non-discrimination laws as required elsewhere in the Agreement. In the event of a conflict between the provisions of these Special Conditions and the requirements of Part 23, the requirements of Part 23 shall prevail. Part 23 is available on-line at www.access.gpo.gov/nara/cfr/waisidx_06/49cfr23_06.html.

It is further the policy of the City, in accordance with the requirements of Part 23, that Airport Concession Disadvantaged Business Enterprises ("ACDBEs") have the maximum opportunity to participate fully in the City's airport concession program. As used throughout these Special Conditions, the term "ACDBE" means an entity that has been certified as such under the Illinois Unified Certification Program ("UCP"). If a firm is not certified by the Illinois UCP as an ACDBE in accordance with the standards in Part 23, the firm's participation is not counted for Part 23 purposes. ACDBEs certified by other jurisdictions are not considered certified ACDBEs for purposes of this Agreement and will not be counted as such unless they have also been certified by the Illinois UCP unless the requirements of Part 23 are amended to permit such counting.

In accordance with Part 23, Subparts B and D, the City submitted an ACDBE Program and ACDBE Goal for approval by the FAA. The FAA-approved ACDBE Program and ACDBE Goal are available upon request. In the event of any amendments or revisions to Part 23 (or any related or superseding regulations), these Special Conditions shall be subject to such revised regulations and any City-promulgated program, regulations, or goals established thereunder. Upon request by the City, this Agreement shall be amended to replace these Special Conditions with revised Special Conditions that reflect the then-current federal regulations, if necessary.

The following assurances are required to be included in the Agreement by 49 CFR §23.9(c). Tenant is deemed to be the "concessionaire or contractor" referenced.

1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23.
2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

II. GOALS

The City has established, and the Federal Aviation Administration has approved, aspirational goals for ACDBE participation in its airport concessions program as required by Part 23, Subpart D. Generally, ACDBE participation in airport concessions is measured as a percentage of annual gross receipts earned by the concessions. Details on counting ACDBE participation are found in 49 CFR §§ 23.53 (rental car concessions) and 23.55 (non-rental car concessions) and described further below:

Rental Car Concessions. Due to the lack of ACDBE rental car companies, the national or regional nature of rental car industry procurement practices and a general lack of reliable historical data, the City has determined that the aspirational goal for ACDBE participation in rental car concessions is 0%. Nevertheless, rental car concessionaires are encouraged to use all reasonable efforts to maximize procurement of goods and services from ACDBEs that may be certified in the Illinois UCP or the UCPs of other states.

Non-Rental Car Concessions. The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is 40%. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 15% and a race-conscious goal of 25%.

The foregoing aspirational goals are for the City's concessions program as a whole. With respect to this Agreement, the City may or may not have established a contract-specific ACDBE aspirational goal at the time that the City issued the Request for Proposals for the concession ("RFP"). If the RFP included a contract-specific goal, Tenant's proposal either included participation by ACDBE(s) that met or exceeded the contract-specific goal or Tenant demonstrated "good faith efforts" to meet that contract-specific goal but was unable to do so. Guidance on "good faith efforts" can be found in Appendix A to 49 C.F.R. Part 26.

Appendix A as it appears on the date of the Agreement is incorporated in Section VI.A. of these Special Conditions, but Tenant is responsible for compliance with federal regulations as they may be amended from time to time.

III. TENANT'S ACDBE COMMITMENT

A. INITIAL ACDBE COMMITMENT

1. Rental Cars. As provided in II above, there is no ACDBE participation goal for rental car concession agreements. Consequently, rental car concessions are not required to commit to a percentage participation by ACDBEs in the concession, but rental car companies are strongly encouraged to utilize ACDBEs to the maximum extent possible in the procurement of goods and services.
2. Non-Rental Cars. The extent and nature of the ACDBE participation commitment by Tenant is documented in Schedules B, C and/or D attached to these Special Conditions ("ACDBE Commitment"). As used these Special Conditions and in Schedules B, C and D, "Tenant" means the entity with whom the City has entered into a concession agreement, whether that entity is referred to in that agreement as "Tenant", "Licensee" or other term.

If there is ACDBE participation in the form of a joint venture member, the attached Schedule B sets forth the essential terms of that joint venture participation, including a representation as to the value of the ACDBE's activities in operating the concession as a percentage of gross revenues, and a copy of the joint venture agreement is attached to Schedule B. If there is ACDBE participation in the form of ACDBE(s) acting as sublicensee(s) or subcontractor(s), it is documented in Schedules C and D. Schedule(s) C is the commitment by the ACDBE(s) to participate by providing the goods or services indicated, and Schedule D is the commitment by the non-ACDBE to such participation by the ACDBE(s).

B. CHANGES IN ACDBE PARTICIPATION

Arbitrary changes by the Tenant in its ACDBE Commitment are prohibited; however, the foregoing is not intended to preclude Tenant from exceeding its ACDBE commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Tenant and each ACDBE must thereafter neither terminate the ACDBE agreement, reduce the scope of the ACDBE's participation in the concession, nor decrease the compensation to the ACDBE, as applicable,

without in each instance receiving the prior written approval of the City. Tenant must promptly notify the Commissioner of any proposed change in an ACDBE agreement and submit a copy of the proposed amendment to the ACDBE agreement. In any event, the collective participation of the previously approved ACDBE(s) must either continue to contribute to the concession at least the value of the ACDBE Commitment, as stated in terms of a percentage of gross revenues, or Tenant must use good faith efforts to increase ACDBE participation or to obtain substitute or additional ACDBE(s) pursuant to (D) below to maintain the ACDBE Commitment, except as provided in (C) below. Failure to comply with the ACDBE Commitment is an event of default under the Agreement. If the proposed change in ACDBE participation is approved by the City, Tenant and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

1. In the event that it appears that Tenant will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Tenant, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Tenant and the ACDBE's participation can no longer be counted, (iii) the ACDBE's certified area of specialty has been changed through no fault of Tenant and the ACDBE's participation can no longer be counted, or (iv) an ACDBE is otherwise unable or unwilling to perform its obligations through no fault of Tenant, then Tenant must promptly notify the City, specifying one or more of the foregoing reasons as the cause for potential non-compliance with the ACDBE Commitment. If the City concurs with the specified reason, Tenant shall use good faith efforts as described in Section VI below to replace the ACDBE's participation with participation by another ACDBE. As provided in Section VI, Tenant must demonstrate those good faith efforts to the satisfaction of the Commissioner. In the event that Tenant wishes to replace an ACDBE or reduce an ACDBE's participation for reasons other than the foregoing, Tenant must use good faith efforts to replace the ACDBE's participation with participation by an ACDBE that is acceptable to the City so that total ACDBE participation meets or exceeds the ACDBE Commitment, and Tenant's good faith efforts to do so are not sufficient. Failure to comply with the foregoing shall be an event of default under the Agreement.
2. Tenant's reasons for termination of an ACDBE's participation must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: Replacement firm has been recruited to perform the same function under terms more advantageous to the Tenant; issues about performance by the committed ACDBE were disputed and no reasonable effort has been taken to have the issues resolved or mediated satisfactorily; and an ACDBE has

requested reasonable price escalation which may be justified due to unforeseen circumstances.

D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBEs

If Tenant identifies a substitute, replacement or additional ACDBE for the City's approval, Tenant's request for approval shall include the name, address, and principal official of the proposed ACDBE; the nature and essential terms of the ACDBE agreement under which the ACDBE will participate; and a letter of intent signed by Tenant and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Tenant must provide such other affidavits and documents as the City may request to evaluate the request. The City will evaluate and respond to the submitted documentation within a reasonable time after the submittal of a complete request. The response may be in the form of approving the request, requiring more information, or requiring an interview.

Actual use of a substitute, replacement or additional ACDBE should not be made by Tenant before City approval is given. An ACDBE agreement between Tenant and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the ACDBE agreement must be submitted immediately to the City.

E. AGREEMENT EXTENSIONS, ASSIGNMENTS AND SUBLEASES

If the Agreement contains a term extension or if the Tenant proposes an assignment or sublease of the Agreement, as a condition precedent to the City's consent to such extension, assignment or sublease, the City and Tenant will revisit and possibly adjust the Tenant's ACDBE Commitment to reflect any possible change in ACDBE availability and to ensure compliance with Part 23 as it may have been amended in the interim. Tenant will be required to provide amended Schedules D, B, or C, along with amended ACDBE agreements, to reflect any required changes to the ACDBE Commitment or provide documentation of good faith efforts to achieve increased ACDBE participation.

IV. COUNTING ACDBE PARTICIPATION

A. NON-RENTAL CAR CONCESSIONS

In order for their participation in the concession to be counted and reported to the FAA, ACDBEs must perform a commercially useful function, as defined in 49 CFR §23.55(a). The work performed or gross receipts earned by a firm after its ACDBE eligibility has been

removed are not counted, except as provided in 49 CFR §23.55(j). Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "buildout") are not counted. Otherwise, ACDBE participation in non-rental car concessions is counted as follows:

1. Tenant is an ACDBE. When Tenant is an ACDBE, the gross receipts earned by Tenant are counted. Gross receipts attributable to a non-ACDBE sublicensee of Tenant are not counted.
2. Sublicensee is an ACDBE. When an ACDBE performs as a sublicensee to Tenant with its own concession location the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE's responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.
3. Tenant is a Joint Venture. When an ACDBE performs as a participant in a joint venture, the portion of gross receipts equal to a distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces are counted.
 - a. When Tenant is a joint venture, Tenant must submit the joint venture agreement, and must submit on an ongoing basis any updates, changes, or amendments to the joint venture agreement. The joint venture agreement must clearly define the participation of each party in the contribution of property, capital, efforts, skills and knowledge, and must include all the information required by the *FAA ACDBE Joint Venture Guidance*.
 - b. When Tenant is a joint venture consisting only of ACDBEs, the gross receipts earned by Tenant are counted. Gross receipts attributable to a non-ACDBE sublicensee of Tenant are not counted.
 - c. Joint Venture/Separate Locations. When Tenant is a joint venture which includes a non-ACDBE and in which an ACDBE operates its own separate location, the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE's responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.
 - d. Joint Venture/Jointly-operated Locations. When Tenant is a joint venture with an ACDBE participant and the ACDBE jointly participates with a non-

ACDBE in the operation of all locations, only the portion of the Tenant's gross receipts attributable to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces is counted.

4. Subcontractor Participation. When an ACDBE provides, as a subcontractor to Tenant, goods or services for operation of the concession, the amounts paid to the ACDBE are counted as provided below. However, if the ACDBE enters into a subcontract with a non-ACDBE to provide the goods or services, the amounts paid to the non-ACDBE are not counted.
 - a. The entire amount of fees or commissions charged by an ACDBE firm for a *bona fide* service, provided that the City determines this amount to be reasonable and not excessive as compared with fees customarily paid for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
 - b. The entire amount of the cost of goods obtained from an ACDBE manufacturer, as provided in 49 CFR §23.55(f).
 - c. The entire amount of the cost of goods purchased or leased from an ACDBE regular dealer, as provided in 49 CFR §23.55(g).
 - d. For goods purchased from an ACDBE which is neither a manufacturer nor a regular dealer, the amount of reasonable fees, commissions, or delivery charges earned by the ACDBE, as provided in 49 CFR §23.55(h).

B. RENTAL CAR CONCESSIONS

If Tenant is a rental car company, ACDBE participation counts in accordance with the provisions of 49 CFR §23.53. Goods and services will be counted in accordance with the following:

1. The entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services; and further provided that any portion of a fee paid by a manufacturer to an ACDBE car dealership for reimbursement of work performed under the manufacturer's warranty is excluded;

2. The entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the Tenant, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
3. For other goods and services, ACDBE participation counts as provided in 49 CFR §26.55 and §23.55. In the event of any conflict between these two sections, §23.55 controls.
4. If a rental car company has a national or regional contract with an ACDBE, it may count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract as provided in §23.55(f).

Rental car companies may also count ACDBE direct participation through direct ownership arrangements, but such arrangements are not required.

V. CERTIFICATION, RECORDS, REPORTS AND MONITORING

A. CERTIFICATION

Copies of letters of certification from a member of the Illinois UCP for each ACDBE that is part of Tenant's ACDBE Commitment must be attached to their respective Schedule C or Schedule B. All letters of certification issued by the City of Chicago include a statement of the ACDBE firm's area of specialization.

Each ACDBE must promptly notify Tenant if there is any change in the ACDBE's certification status. Tenant, in turn, must notify Commissioner of any change in an ACDBE's certification status and provide a copy of any correspondence from the certifying agency regarding the status of an ACDBE's certification.

The ACDBE's scope of work, as detailed by Schedule B, C or D, must conform to its stated area of specialization. If, during the course of this Agreement, Tenant proposes to amend Schedules B, C or D so that an ACDBE performs additional work or supplies additional goods, materials or services not covered by its area of certification, the ACDBE must request an expansion of its certification scope for such work, goods, materials or services in order to count toward the ACDBE's participation in the concession. The request to expand the scope of the ACDBE's certification, together with all documentation required by the City to process that request, must be received by the City at least 60 days in advance of the proposed date to perform such additional work or supply such additional goods, materials or services.

B. RECORDKEEPING

The Tenant must maintain records of all relevant data with respect to the utilization of ACDBEs, retaining these records for a period of at least three years after termination or expiration of the Agreement. Tenant grants full access to these records to the City of Chicago, Federal or State authorities, the US Department of Justice, or their duly authorized representatives.

C. REPORTING

Tenant must file ACDBE utilization reports (monthly if non-rental car and quarterly if rental car), together with its concession license fee payment, delineating for the month or quarter, as applicable, and cumulatively for the year-to-date: (i) contribution by ACDBE joint venture member(s) or sublicensee(s) to Tenant's gross receipts and (ii) payments to ACDBE subcontractor(s). Each ACDBE utilization report must be signed by an authorized officer or representative of the Tenant.

D. MONITORING

The City will, from time to time during the term of the Agreement, conduct investigations and interviews to monitor and verify that ACDBE participation in the concession meets or exceeds the ACDBE Commitment. Tenant must give, upon request, earnest and prompt cooperation to the City in submitting to inspections and interviews, in allowing entry to places of business, in providing further documentation, and in requiring the cooperation of its ACDBEs.

If the City determines that an ACDBE's actual role or responsibilities do not comply with the representations made by Tenant and the ACDBE in Schedules B, C or D, or that Tenant and/or ACDBE have misrepresented to the City either the payments to the ACDBE or the value of the ACDBE's participation in a joint venture, it shall be an event of default under the Agreement.

E. JOINT VENTURES.

When Tenant is a joint venture, additional reporting is required. Tenant must submit a copy of the joint venture agreement, and must submit within ten business days of execution, copies of any updates, changes, or amendments to the joint venture agreement. The joint venture

agreement must clearly define the participation of each party in the contribution of property, capital, efforts, skills and knowledge.

In addition to providing information about the joint venture agreement itself, information Tenant must submit to the City on an ongoing basis includes but is not limited to:

1. Capital contributions. Tenant must specify the initial capital contributions made by each party, and how future capital contributions are allocated.
2. Financial statements and other documentation demonstrating that profits and losses are being allocated in accordance with the joint venture agreement.
3. Minutes, agendas, and attendance rosters of meetings of the joint venture partners, to be provided for review by the City no less than once per year.
4. Detailed valuation of the distinct portion of the work performed by the ACDBE participant(s).

The City may require Tenant to submit additional documentation as the City deems necessary to comply with FAA regulations or guidance, or otherwise as evidence to substantiate the value of the ACDBE's contribution or the amount of the ACDBE's participation. If the Tenant fails to submit satisfactory documentation, it is an event of default under the Agreement.

VI. GOOD FAITH EFFORTS

A. EXAMPLES

Examples of "good faith efforts" are described below and in 49 CFR §23.25, 49 CFR §26.53, and Appendix A to 49 CFR Part 26. As provided in §23.25, §26.53 and Appendix A to 49 C.F.R. Part 26, the following are examples of documented actions that the City may take into consideration in determining whether Tenant made good faith efforts:

1. Soliciting through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform work or services or to supply goods relevant to the concession. Tenant must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Tenant must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Soliciting the work, services or goods in portions that increase the likelihood that an ACDBE can perform the work or services or provide the goods. This includes, when appropriate, breaking out contract items into economically feasible units to facilitate ACDBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.
3. Providing interested ACDBEs with adequate information about the operations, management and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested ACDBEs. Evidence of such negotiation includes the names, addresses and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the opportunities selected for possible ACDBE participation; and evidence as to why agreement could not be reached for ACDBEs to perform the work.

NOTE: A concessionaire using good business judgment would consider a number of factors in negotiating with potential business partners or subcontractors, including ACDBEs, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a failure to meet the ACDBE Commitment, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from ACDBEs if the price difference in comparison to non-ACDBEs is excessive or unreasonable.

5. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The ACDBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for rejection.
6. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Tenant.
7. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

B. DOCUMENTATION

Whenever Tenant is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Tenant must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Tenant took all necessary and reasonable steps which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain compliance, even if not fully successful. The following types of documentation, as applicable to the situation, will be considered by the City in determining whether Tenant has made good faith efforts:

1. A listing of all ACDBE firms that were contacted that includes:
 - a. names, address and telephone numbers of ACDBE firms contacted;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, etc.);
 - d. name of the person contacted.
2. Copies of letters or any other evidence of mailing that substantiates outreach to ACDBE vendors that include:
 - a. concession identification and location;
 - b. descriptions/classification/commodity of work, services or goods for which quotations were sought; and
 - c. date, time and location for submittal of bids or proposals.
3. Detailed statement which summarizes direct negotiations with appropriate ACDBE firms and indicates why negotiations were unsuccessful.
4. Affirmation that good faith efforts have been demonstrated by choosing opportunities likely to be performed by ACDBEs by not imposing any limiting conditions which were not mandatory for all potential bidders\proposers; or denying the benefits ordinarily conferred for the type of opportunity that was solicited.

5. Copies of proposed portions of the work, services or goods to be performed or provided by ACDBEs in order to increase the likelihood of ACDBE participation.
6. Evidence that Tenant negotiated in good faith with interested ACDBEs.
7. Evidence that Tenant did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
9. Evidence that Tenant made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. Evidence that Tenant has provided timely notice of the opportunity to at least 50 percent of the applicable ACDBEs listed in the Illinois UCP Directory. The City may contact the ACDBEs identified by Tenant for verification of such notification.
11. Evidence that ACDBE participation is excessively costly. ACDBE participation will be deemed excessively costly when the ACDBE bid or proposal exceeds the average price quoted by others by more than 15 percent. In order to establish that an ACDBE's quote is excessively costly, Tenant must provide the following information:
 - a. A detailed statement of the opportunity identified for ACDBE participation for which Tenant asserts the ACDBE quote(s) were excessively costly (in excess of 15 percent higher).
 - b. A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
 - c. Prices quoted by all such potential business partners or subcontractors for that opportunity.
 - d. Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly, even though not in excess of 15 percent higher than the average price quoted.

C. ADMINISTRATIVE RECONSIDERATION

1. For the purposes of this Agreement, the City has delegated the responsibility for making the determination regarding a Tenant's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Tenant has timely submitted. Within five days of being informed by the Department that Tenant has not documented sufficient good faith efforts, Tenant may request administrative reconsideration. The request must be made in writing to the following official:

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Commissioner

NOTE: The Commissioner may not have played any role in the original determination that the Tenant did not make or timely document sufficient good faith efforts. The Commissioner may appoint a reconsideration officer, who did not play any role in the original determination, to act in his or her stead.

with copies to:

Office of Compliance
333 S. State St., Suite 320
Chicago, IL 60604
Attention: Deputy Director, Supplier Diversity

Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Attention: Deputy Commissioner for Concessions

Department of Law
30 North LaSalle Street, Room 900
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Tenant will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Tenant will have the opportunity to meet in person with the

reconsideration officer to discuss whether it did so. The Department will send the Tenant a written decision on reconsideration, explaining the basis for finding that the Tenant did or did not make adequate good faith efforts.

VII. NON-COMPLIANCE AND DAMAGES

A. NON-COMPLIANCE GENERALLY

Tenant's failure to comply with these Special Conditions constitutes a material breach of the Agreement and entitles the City to declare an event of default. If Tenant fails to cure the default within the time allowed under the default provisions of the Agreement, the City may exercise those remedies provided for in the Agreement, at law or in equity, including termination of the Agreement. In addition to any remedies specified in the Agreement, at the City's option the term of this Agreement will become month-to-month until the City locates a new Tenant. At the City's option, any improvements added by Tenant must remain for the new tenant at no cost to the City or the new tenant.

B. NON-COMPLIANCE WITH ACDBE AGREEMENT

If Tenant has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Tenant damages suffered by the ACDBEs as a result of such non-compliance. Such disputes may impact the quality of concessions at the City's airports and/or the ability of other airport tenants to solicit ACDBE participation. Therefore, Tenant consents to have any disputes between Tenant and affected ACDBEs resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by the prevailing party in accordance with any applicable regulations. This provision is intended for the benefit of all ACDBEs affected by Tenant's failure to comply with ACDBE agreements and grants ACDBEs specific third party beneficiary rights. In cases deemed appropriate by the City, a dispute may lead to the withholding of sums that the City may owe Tenant until the City receives a copy of the final arbitration decision, but in no event will Tenant be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.

[Schedules A, B, C and D referred to in this Special Conditions Regarding
Airport Concessions Disadvantaged Business Enterprise (ACDBE)
Commitment unavailable at time of printing.]

(Sub)Exhibit 10.
(To Concession Lease And License Agreement
With 350 Green, LLC)

City Of Chicago
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

350Green, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 411 S Hewitt st
Los Angeles, CA 90013

C. Telephone: 323-999-1350 Fax: 858-876-9461 Email: mg@350green.com

D. Name of contact person: Mariana Gerzanych

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

PEV Charging Infrastructure Project

G. Which City agency or department is requesting this EDS? DOE

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person	☒ Limited liability company
☐ Publicly registered business corporation	☐ Limited liability partnership
☐ Privately held business corporation	☐ Joint venture
☐ Sole proprietorship	☐ Not-for-profit corporation
☐ General partnership	(Is the not-for-profit corporation also a 501(c)(3))?
☐ Limited partnership	☐ Yes ☐ No
☐ Trust	☐ Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Virginia

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Mariana Gerzanych	CEO
Tim Mason	President
Erick Herring	CTO
David Goodridge	VP of Sales

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Mariana Gerzanych	411 S Hewitt St, LA CA 90013	50%
Tim Mason	411 S Hewitt St, LA CA 90013	50%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

☒ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☒ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☒ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☒ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

350Green, LLC

(Print or type name of Disclosing Party)

By: _____

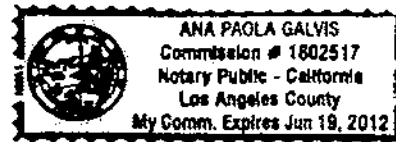
(Sign here)

Mariana Gerzanych

(Print or type name of person signing)

CEO

(Print or type title of person signing)



Signed and sworn to before me on (date) 12/27/2011,
at Los Angeles County, California (state).

Ana Paola Galvis _____ Notary Public.

Commission expires: Jun 19, 2012.

Appendix "A" attached to this Economic Disclosure Statement and Affidavit reads as follows:

Appendix "A".
(To City Of Chicago Economic Disclosure
Statement And Affidavit)

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF CHAPTER 2-112 OF MUNICIPAL CODE BY ADDING NEW SECTION 235 REGARDING AGREEMENTS FOR HEALTH SCREENING AND DIAGNOSTIC SERVICES.

[O2012-1357]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to Chapter 2-112 of the Municipal Code of Chicago necessary for the execution of agreements with public or private entities to provide health screening and/or other diagnostic services to Department of Health clients, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 2-112 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-112-235 underscored, as follows:

2-112-235 Agreements For Health Screening And Diagnostic Services.

The commissioner of health is authorized to negotiate and execute, with public or private entities, agreements to provide health screening and other diagnostic services for clients whose health care is being managed by the department of health, 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.

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 9-100-101 OF MUNICIPAL CODE REGARDING
INSTALLMENT PAYMENT PLANS FOR QUALIFYING HARDSHIP PARTICIPANTS.
[SO2012-1343]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to Section 9-100-101 of the Municipal Code of Chicago necessary for installment payment plans for "qualifying hardship participants", and having been presented with a proposed substitute ordinance by the Department of Law, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

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

9-100-101 Installment Payment Plans.

(a) The traffic compliance administrator may establish a program allowing the payment of parking, compliance, or automated camera penalties, administrative fees, and related collection costs or attorney's fees pursuant to Section 1-19-020 or 1-19-030, in instalments under the following conditions:

(1) For the purposes of this section:

(Omitted text is unaffected by this ordinance.)

"Notice of foreclosure" has the same meaning ascribed to that term in Section 15-1211 of the Illinois Code of Civil Procedure, 735 ILCS 5/15-1211.

"Qualifying hardship participant" means a person who is: (1) a participant in one of the following programs: the Illinois Low-Income Home Energy Assistance Program (L.I.H.E.A.P.); the Housing Subsidy Program For Renters, administered by the United States Department of Housing and Urban Development under the Federal Housing Act of 1937, as amended (Section 8 Program); the Supplemental Security Income Program administered by the United States Social Security Administration (S.S.I.); the Medicaid Program administered by the Illinois Department of Public Aid; the Nutrition Assistance Program administered by the United States Department of Agriculture, Food and Nutrition Service (food stamps); the Temporary Assistance for Needy Families (TANF) program administered by the United States Department of Health and Human Services, the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and any federal or state unemployment compensation system, including, but not limited to, the system of unemployment compensation established under the Illinois Unemployment Insurance Act, as amended; or (2) a high school, college, vocational school or trade school student with a valid school identification card; a person 65 years of age or older; a person who has claimed the Earned Income Tax Credit on his state or federal individual income tax return for the most recent tax year; a person receiving worker's compensation income benefits; an active military duty service member, a Reservist or a member of the National Guard while on active duty; a person whose liability for fines and penalties remains after obtaining a bankruptcy discharge; or a person who has received a notice of foreclosure, entered into a consent foreclosure, gave a deed in lieu of foreclosure, or had a judgment of foreclosure entered, on his primary residence within three years prior to the date of the application for an installment plan pursuant to this section.

"Primary residence" means a residential dwelling unit which is owner-occupied.

(Omitted text is unaffected by this ordinance.)

(2) (A) Except as provided in paragraph (B) of this subsection, an installment plan may not have a scheduled duration of more than 6 months, and shall require one payment due per month on a day specified in the executed plan.

(B) (I) Except as otherwise provided in subparagraphs (II) and (III) of this paragraph (a)(2)(B), the duration may exceed 6 months but may not exceed 12 months for installment plans negotiated and executed for: (i) vehicle owners whose maximum amount of combined liability for parking, compliance, administrative fees, and any related collection costs and attorney's fees pursuant to Section 1-19-020 or Section 1-19-030 exceeds \$500.00; or (ii) vehicle owners who participate in are qualifying hardship participants assistance program as defined in paragraph (a)(3)(A) of this section.

(Omitted text is unaffected by this ordinance.)

(IV) An administrative fee equal to the costs incurred by the city to administer the installment plan shall be charged to the vehicle owner; provided that such administrative fee shall be waived if the vehicle owner: (i) is in a qualifying hardship participant assistance program; or (ii) has been assessed collection costs and attorney's fees pursuant to Section 1-19-020 or Section 1-19-030.

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

(A) For a vehicle owner who is a participant in qualifying hardship participant assistance program, the lesser of \$250.00 or

(i) if the owner's vehicle is not impounded or immobilized at the time the owner enters into the installment plan, no greater than 25 percent of the vehicle owner's combined liability for parking, compliance, and automated camera speed enforcement system or automated traffic law enforcement system fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date; or

(ii) if the owner's vehicle is impounded or immobilized at the time of entering into the installment plan, the lesser of \$250.00 or 25% of the owner's combined liability for parking, compliance, and automated speed enforcement system or automated traffic law enforcement system fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date.

~~The comptroller shall waive any administrative fee provided for in subparagraph (a)(2)(B)(IV) if the owner is in a qualifying assistance program and participates in an installment plan. "Qualifying assistance program", for purposes of this section, means any of the following: the Illinois Low-Income Home Energy Assistance Program (L.I.H.E.A.P.); the Housing Subsidy Program For Renters, administered by the United States Department of Housing and Urban Development under the Federal Housing Act of 1937, as amended (Section 8 Program); the Supplemental Security Income Program administered by the United States Social Security Administration (S.S.I.); the Medicaid Program administered by the Illinois Department of Public Aid; the Nutrition Assistance Program administered by the United States Department of Agriculture; Food and Nutrition Service (food stamps); the Temporary Assistance for Needy Families (TANF) program administered by the United States Department of Health and Human Services; the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and any federal or state unemployment compensation system, including, but not limited to;~~

~~the system of unemployment compensation established under the Illinois Unemployment Insurance Act, as amended. The minimum initial payment amount under this paragraph (a)(3)(A) shall also be available to: high school, college, vocational school or trade school students with a valid school identification card; persons 65 years of age or older; persons who have claimed the Earned Income Tax Credit on their state or federal individual income tax return for the most recent tax year; persons receiving worker's compensation income benefits; active military duty service members, Reservists and the members of the National Guard while on active duty; and persons whose liability for fines and penalties remains after obtaining a bankruptcy discharge; and persons who have received a notice of foreclosure, entered into a consent foreclosure, gave a deed in lieu of foreclosure, or have had a judgment of foreclosure entered, on their primary residence within three years prior to the date of the application for an installment plan pursuant to this section.~~

(Omitted text is unaffected by this ordinance.)

~~(c) No new installment plan may be negotiated or executed after January 1, 2010. Installment plans in existence on that date shall remain in effect until completely performed or until terminated for failure of the vehicle owner to meet all requirements. Nothing in this section shall be construed as prohibiting a vehicle owner from voluntarily making an initial minimum payment or monthly installment payment in an amount greater than provided in this section.~~

~~(d) This section shall apply to installment plans negotiated and executed under the City of Chicago Tax and Indebtedness Amnesty Ordinance of 2005 except to the extent that that ordinance is inconsistent with this section.~~

~~(e) This section shall apply to all payments and installment plans negotiated and executed under the City of Chicago Parking and Compliance Fines and Penalties Amnesty Ordinance of 2008 except to the extent that that ordinance is inconsistent with this section.~~

SECTION 2. The City Council ratifies all installment plan agreements entered into by vehicle owners and the City of Chicago pursuant to Section 9-100-101 that were executed between January 1, 2010 and the effective date of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2012 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925.

[SO2012-1358]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 18, 2012.

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 2012 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state, public and/or private agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 2012 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, has been awarded additional federal grant carryover funds in the amount of \$27,000 by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, which shall be used to support an enhanced STD surveillance program to improve local disease control in Chicago; and

WHEREAS, The City through its Department of Police ("Police") has been awarded federal grant funds in the amount of \$261,000 by the Illinois Emergency Management Agency ("IEMA") which shall be used for the NATO Summit as part of the 2007 Transit Security program; and

WHEREAS, The City through Police has been awarded additional federal grant funds in the amount of \$115,000 by IEMA which shall be used for the Transit Security program; now, therefore,

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

SECTION 1. The sum of \$403,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2012. 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 2. 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 3. This ordinance shall be in full force and effect upon its passage and approval.

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

*Exhibit "A".**Amendment To The 2012 Appropriation Ordinance.*

Code	Department And Item	Strike Amount	Add Amount				
Estimate Of Grant Revenue For 2012							
	Awards From Agencies Of The Federal Government	\$1,448,168,331	\$1,448,571,331				
925 --	Grant Funds	Strike Amount 2012 Anticipated Grant	Add Amount 2012 Anticipated Grant	Strike Amount 2012 Carryover	Add Amount 2012 Carryover	Strike Amount 2012 Total	Add Amount 2012 Total
41	Department Of Public Health:						
	STD Surveillance Network (SSUN)				\$27,000	\$ 151,000	\$ 178,000
57	Department Of Police:						
	FY2007 Transit Security -- NATO Summit		\$261,000				261,000
	Transit Security		115,000			1,800,000	1,915,000

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

CORRECTIONS OF CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having met on April 18, 2012 and having had under consideration four ordinances correcting various City Council *Journals* as follows:

an ordinance correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of February 15, 2012 printed on page 20916 by deleting paragraph 5 of the Plan of Development Statements appearing in the 9th through 14th printed lines from the top of page 20916 and inserting in lieu thereof the corrected language (Clerk Mendoza);

an ordinance (O2012-1373) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of January 18, 2012 printed on page 19209 by correcting the address for handicap sign. Address should read: "10924 South Vernon Avenue" not "10929 South Vernon Avenue" (Alderman Laurino);

an ordinance (O2012-2156) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of September 8, 2011 printed on page 7259 by deleting the heading: "AND ADDING NEW SECTION 2-84-035" appearing in the 3rd through 5th printed lines (Clerk Mendoza);

an ordinance (O2012-1435) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of July 28, 2011 printed on page 4952 by deleting the footnote that was inadvertently published (Alderman Solis),

having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Pass* the ordinances which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 18, 2012, 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. Q'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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):

February 15, 2012.

[O2012-2377]

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

SECTION 1. That the ordinance (SO2011-7046) passed by the City Council of the City of Chicago on February 15, 2012 and printed on pages 20912 through 20935 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting paragraph 5 of the Plan of Development Statements appearing in the 9th through 14th printed lines from the top of page 20916 and inserting in lieu thereof the following:

- "5. The following uses shall be permitted within the area herein delineated as Subarea A of the Residential-Business Planned Development Number 1116, as amended: residential, commercial, retail, accessory parking, and related uses and services and all uses permitted in the commercial use group of the DX Downtown Mixed-Use District. The following uses shall be prohibited in Subarea A: hotel, animal services, undertaking, entertainment cabaret, uses permitted under the vehicle sales and service and industrial uses."

SECTION 2. This ordinance shall take effect after its passage.

January 18, 2012.

[O2012-1373]

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on January 18, 2012 -- Committee on Pedestrian and Traffic Safety Recommended Report, one item from page 19209, the 2nd line from the bottom of the page as follows:

(Omitted text is unaffected by this ordinance.)

- 9 Removal of Disabled Parking Permit Number 72349 located at ~~10929~~ 10924 South Vernon Avenue;

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in effect upon its passage and publication.

September 8, 2011.

[O2012-2156]

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

SECTION 1. That the ordinance (SO2011-6503) passed by the City Council of the City of Chicago on September 8, 2011 and printed on pages 7259 -- 7262 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting from the heading appearing in the 3rd through 5th printed lines from the top of page 7259 the words: "AND ADDING NEW SECTION 2-84-035."

SECTION 2. This ordinance shall take effect after its passage.

July 28, 2011.

[O2012-1435]

WHEREAS, On July 28, 2011, the City Council of the City of Chicago passed an ordinance that set forth standards for the monitoring and reporting of lead emissions (referred to herein as, "ordinance"); and

WHEREAS, The ordinance was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for the July 28, 2011 meeting at pages 4950 to 4952; and

WHEREAS, The ordinance was inadvertently published with a footnote on page 4952; and

WHEREAS, The footnote which is an artifact from the drafting process, is not intended to be included in the ordinance; now, therefore,

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

SECTION 1. The *Journal of the Proceedings of the City Council of the City of Chicago* for the July 28, 2011 meeting is hereby corrected by removing the footnote on page 4952.

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

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR PROPERTY AT
3033 E. 106TH ST.

[R2012-266]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting

was held on April 16, 2012, and having had under consideration one Class 6(b) resolution introduced by Alderman Pope for property located at 3033 East 106th Street on March 14, 2012, begs leave to report and recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Capplemann, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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, Patriot Development LLC, an Illinois limited liability company doing business as Adelman's Truck & Equipment Corp. (the "Applicant"), owns certain real estate located generally at 3033 East 106th Street, Chicago, Illinois 60617, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 24,500 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 City of Chicago Enterprise Zone Number 3 (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 (ii) the Calumet River 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 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.

All that part of the northeast quarter of Section 18, Township 37 North, Range 15 East of the Third Principal Meridian lying south of the south line of East 106th Street as now established and northerly and westerly of the northwesterly dock line of the Calumet River as established by ordinance of the City of Chicago on June 29, 1920.

Parcel 2.

All that part of the northwest quarter of said Section 18 described as follows: beginning at a point of the east line of the said northwest quarter which is 485.73 feet south of the northeast corner of said northwest quarter and running; thence south along the east line of said northwest quarter a distance of 325 feet to the northwesterly dock line of said Calumet River as established by said ordinance of June 29, 1920; thence southwesterly along said northwesterly dock line a distance of 225 feet; thence north along a line parallel with the east line of said northwest quarter a distance of 325 feet; thence northeasterly parallel with said northwesterly dock line a distance of 225 feet to the point of beginning, all in Cook County, Illinois.

Commonly Known As:

3033 East 106th Street
Chicago, Illinois.

Permanent Real Estate Tax Index Numbers (PINs) for the Subject Property:

26-18-100-007; and

26-18-200-001.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR PROPERTIES
AT 2900, 2932, 2934, 2936 AND 2952 N. OAKLEY AVE.

[R2012-270]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on April 16, 2012, and having had under consideration one Class 6(b) resolution introduced by Alderman Moreno for property located at 2900 -- 2952 North Oakley Avenue on March 14, 2012, begs leave to report and recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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, Vosges Ltd., an Illinois corporation (the "Applicant"), wholly-owned by Vosges Holdings, Inc., an Illinois corporation, intends to purchase certain real estate located generally at 2900 North Oakley Avenue, 2932 North Oakley Avenue, 2934 North Oakley Avenue, 2936 North Oakley Avenue and 2952 North Oakley Avenue (also commonly known as 2950 North Oakley Avenue), Chicago, Illinois 60618, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to occupy the abandoned Subject Property, and substantially rehabilitate an approximately 42,367 square foot industrial facility thereon; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(d) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within; (i) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (ii) the Addison South 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 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 ordinance reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

Parcel 1.

The south 5 feet of Lot 29 and all of Lots 30 to 36, inclusive, also that part of Lots 41 and 42 lying south of the north line of said Lot 29 extended west to the north branch of the Chicago River and north of the south line of said Lot 36 extended west to the north branch of the Chicago River; and also the vacated alley west of and adjoining the south 5 feet of said Lot 29 and west of and adjoining said Lots 30 to 36 and lying south of the north line of the south 5 feet of said Lot 29 produced west to the east line of said Lot 41, all in Block 10 in Clybourn Avenue Addition to Lakeview and Chicago in the west half of the northwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Lots 37, 38, 39 and 40 and that part of Lot 41 lying south of the north line of Lot 37 extended west to the dock line of the north branch of the Chicago River, all in Block 10 in Clybourn Avenue Addition to Lakeview and Chicago, being a subdivision of the west half of the northwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

All that part of the north and south 20 foot vacated public alley west of and adjoining the east line of Lot 41, lying south of the north line of said Lot 37 extended westerly to the west line of said north and south 20 foot vacated public alley, also, all of the 20 foot public alley running in a northwesterly direction southwesterly of and adjoining the southwesterly line of Lot 39 and northeasterly of and adjoining the northeasterly line of Lot 41, in Cook County, Illinois.

Parcel 4.

All of the east and west vacated 20 foot public alley south of and adjoining the south line of Lot 39 and north of and adjoining the north line of Lot 40 in Block 10 in Clybourn Avenue Addition to Lakeview and Chicago in the northwest quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, said parts of said vacated alleys being further described as all of the first east and west public alley north of the northerly line of the north branch of the Chicago River, also, all of the vacated alley running in a northwesterly direction and the south 75 feet, more or less, measured on the east line of the first north and south vacated public alley west of North Oakley Avenue in the block bounded by Nelson Street, the northerly line of the north branch of the Chicago River, North Oakley Avenue and North Western Avenue, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (PINs) For The Subject Property:

14-30-113-030-0000;

14-30-113-031-0000;

14-30-113-032-0000;

14-30-113-033-0000;

14-30-113-034-0000;

14-30-113-035-0000; and

14-30-113-036-0000.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF HARRIET JOHNSON AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY BOARD.

[A2012-59]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by the Honorable Rahm Emanuel, Mayor, appointing Harriet Johnson as a commissioner of the Chicago Housing Authority Board, for a term effective immediately and expiring July 7, 2014, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Harriet Johnson as a commissioner of the Chicago Housing Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 5208 S. MARSHFIELD AVE. UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2012-1340]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Economic Development authorizing the sale of City-owned property at 5208 South Marshfield Avenue under the Adjacent Neighbors Land Acquisition Program (16th Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, By ordinances passed by the City Council of the City on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, as amended on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, as amended January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805, as amended September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, as amended September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and as amended July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program (the "ANLAP Program") was established; and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Chapter 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the current ANLAP Program, if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); and if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the current ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the adjacent parcel owned by the grantee; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence on the adjacent lot, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Housing and Economic Development ("DHED") of the City desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to Ricardo Flores and Maria de Jesus Reyes (the "Purchasers"), who have a principal residence of 5206 South Marshfield Avenue, Chicago, Illinois, 60609; and

WHEREAS, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-002-21 adopted on February 16, 2012, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property to the Purchasers; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

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 ANLAP Parcel to the Purchasers for the purchase price of One Thousand and no/100 Dollars (\$1,000.00). Such deed shall include a covenant obligating the Purchasers to use the Parcel only for a use consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity 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.

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

Exhibit "A".

Bidders:

Ricardo Flores and Maria de Jesus Reyes.

Address:

5206 South Marshfield Avenue.

Appraised Value:

\$3,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 4 in Block 7 in the subdivision of Blocks 3, 7 and 8 of Orvis Subdivision of the northeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5208 South Marshfield Avenue
Chicago, Illinois.

Property Index Number:

20-07-414-028-0000.

SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred a proposed ordinance and substitute ordinance by the Department of Housing and Economic Development authorizing the sale of City-owned properties at various locations (28th Ward), having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance and substitute 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 and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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):

1128 S. California Ave.

[SO2012-1337]

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 1128 South California Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the Midwest Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City on May 17, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, Luetenah Reed ("Grantee"), 1132 South California Avenue, Chicago, Illinois, has offered to purchase the Property from the City for the sum of Four Thousand Four Hundred and no/100 Dollars (\$4,400.00), such amount being the appraised fair market value of the Property with an open space in perpetuity deed restriction, to improve with landscaped open space thereon; and

WHEREAS, By Resolution Number 11-108-21, adopted by the Plan Commission of the City of Chicago ("Commission") on December 15, 2011, the Commission approved the sale of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on December 21, 2011, and December 28, 2011; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Four Thousand Four Hundred and no/100 Dollars (\$4,400.00).

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 conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) the Property is improved with landscaped open space within six (6) months of the date of this deed; and 2) the Property is thereafter maintained and used as landscaped open space in perpetuity. In the event that the conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such re-vesting of title. This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

The Grantee acknowledges that if, after such six (6) month period, the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

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.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 12 in Block 1 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1128 South California Avenue
Chicago, Illinois 60612.

Property Index Number:

16-13-331-026-0000.

1140 -- 1142 S. California Ave.

[O2012-1338]

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant parcel of property located at 1140 -- 1142 South California Avenue, Chicago, Illinois, which is legally described on Exhibit A attached to this ordinance (the "Property"), which Property is located in the Midwest Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City on May 17, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, Luetenah Reed ("Grantee"), 1132 South California Avenue, Chicago Illinois, has offered to purchase the Property from the City for the sum of Forty-four Thousand and no/100 Dollars (\$44,000.00), such amount being the appraised fair market value of the Property, to improve with parking thereon; and

WHEREAS, By Resolution Number 11-109-21, adopted by the Plan Commission of the City of Chicago ("Commission") on December 15, 2011, the Commission approved the sale of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on December 21, 2011, and December 28, 2011; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee for the sum of Forty-four Thousand and no/100 Dollars (\$44,000.00).

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 conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is improved with a parking lot within twelve (12) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such reversion of title.

This right of reverter and re-entry shall terminate upon the issuance and recordation of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if, after such twelve (12) month period, the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

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.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Parcel 1.

Lot 16 in Block 1 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G. W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1140 South California Avenue
Chicago, Illinois 60612.

Property Index Number:

16-13-331-030-0000.

Parcel 2.

Lot 17 in Block 1 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G. W. Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Address:

1142 South California Avenue
Chicago, Illinois 60612.

Property Index Number:

16-13-331-031-0000.

NEGOTIATED SALE AND CONVEYANCE OF CITY-OWNED PROPERTIES WITHIN
RIVER SOUTH TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA
TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH 1625 SOUTH
CLARK STREET, LLC.

[O2012-1339]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing and Redevelopment authorizing the sale and conveyance of City-owned properties at various locations within the River South Tax Increment Financing Redevelopment Project Area (3rd Ward), 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49089 through 49193 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project ("Plan") for the River South Tax Increment Financing Redevelopment Project Area ("Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49194 through 49199 in the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 30, 1997 and published at pages 49199 through 49206 in the *Journal* of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, The City is the owner of two (2) rectangular shaped vacant parcels of land ("Vacant Parcels") and the to-be-vacated public ways, namely South Federal Street, between West 16th Street and West 17th Street, and T-shaped ten (10) foot public alleys east of South Federal Street and lying north of West 17th Street (the public ways together shall be referred to herein as "Public Ways"), located at 1625 South Clark Street, Chicago, Illinois; and

WHEREAS, The Vacant Parcels and the Public Ways together total approximately 105,345 square feet and are located within the boundaries of the Area, as legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The appraised market value of the Property is Three Million Four Hundred Seventy-five Thousand Dollars (\$3,475,000); and

WHEREAS, 1625 South Clark Street, LLC, a Delaware limited liability company, licensed to transact business in Illinois (the "Developer"), has submitted a proposal to the Department of Housing and Economic Development (the "Department") to purchase the Property and the City is willing to sell the Property to the Developer for the appraised market value of Three Million Four Hundred Seventy-five Thousand Dollars (\$3,475,000) in consideration of the Developer's agreement to develop a three-story commercial building consisting of approximately 65,000 square feet of ground floor commercial space that shall house a grocery store, a surface parking lot for 50 parking spaces, and a two-floor parking deck above the grocery store with 140 parking spaces on the second floor parking deck and 150 spaces on the third floor of the deck, and to perform certain other redevelopment obligations, as more fully set forth in the Redevelopment Agreement (as herein defined); and

WHEREAS, By Resolution Number 12-CDC-01, adopted on January 10, 2012, the Commission authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property; approved the Department's request to advertise for alternative proposals, and recommended that City Council approve the sale of the Property to the Developer if no alternative proposals were received without further Commission action; and

WHEREAS, The Department published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council,

SECTION 2. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the Redevelopment Agreement, with the approval of the City's Corporation Counsel.

SECTION 3. The City is hereby authorized to sell and convey to the Developer the Property for the appraised market value of Three Million Four Hundred Seventy-five Thousand Dollars (\$3,475,000) in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 4. 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 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, the Property for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Property (subject to final survey and title commitment):

Parcel 1.

Lots 1, 2, 3 and the north half of Lot 4 in Block 3 in Canal Trustees' New Subdivision of blocks in the east fractional quarter of the southeast quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

The south half of Lot 4, and all of Lots 5, 6 and 7 in Block 3 in Canal Trustees' New Subdivision of blocks in the east fractional quarter of the southeast quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Sublots 1 to 6 of Coburn's Subdivision of Lot 7; also the south 20 feet of Lot 6 in Block 2 in Canal Trustees' New Subdivision of blocks in the east fraction of the southeast quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4.

Lot 1 and Lots 3 to 13, both inclusive, in Assessor's Second Division of Lots 3 to 6, inclusive, in Block 2 in Canal Trustee's New Subdivision of the southeast fractional quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As [for Parcels 1 and 4]:

1600 -- 1616 South Federal Street; and

1625 South Clark Street
Chicago, Illinois.

Property Index Numbers:

17-21-400-001, -002 and -017.

Commonly Known As [for Parcels 3 and 2]:

1615 -- 1629 South Federal Street;

1612 -- 1630 South Dearborn Street; and

50 West 17th Street
Chicago, Illinois.

Property Index Numbers:

17-21-401-003 to -017.

To-Be-Vacated Public Ways:

South Federal Street.

That portion of South Federal Street lying east of Block 3 and west of Block 2 in Canal Trustees' New Subdivision of blocks in the east fractional quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian and lying north of the north line of West 17th Street and south of the south line of West 16th Street, City of Chicago, Cook County, Illinois being more particularly described as follows:

beginning at the southeast corner of Lot 7, Block 3, Canal Trustees' New Subdivision of blocks in the east fractional quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian; thence north 00 degrees, 00 feet, 00 inches east, along the west line of South Federal Street, 363.36 feet; thence north 89 degrees, 52 feet, 56 inches east, along the south line of West 16th Street, 66.00 feet to the east line of South Federal Street; thence south 00 degrees, 00 feet, 00 inches west, along the east line of South Federal Street, 363.54 feet to the north line of West 17th Street; thence north 89 degrees, 57 feet, 48 inches west, along the north line of West 17th Street, 66.00 feet to the point of beginning.

Contained within said bounds 23.986 square feet or 0.5507 acre.

T-Shaped Ten (10) Foot Public Alleys East Of South Federal Street And Lying North Of West 17th Street.

the public alley located in Assessor's Second Division of Lots 3 to 6 in Block 2 in Canal Trustees' Subdivision, City of Chicago, Cook County, Illinois being more particularly described as follows:

beginning at the northwest corner of Lot 13, said Assessor's Second Division of Lots 3 to 6 in Block 2 in Canal Trustees' Subdivision; thence south 89 degrees, 57 feet, 48 inches east, along the south line of said alley, 63.45 feet; thence south 00 degrees, 00 feet, 00 inches west, along the west line of said alley, 40.00 feet; thence south 89 degrees, 57 feet, 48 inches east, along the south line of said alley, 10.00 feet; thence north 00 degrees, 00 feet, 00 inches east, along the east line of said alley, 100.20 feet; thence north 89 degrees, 57 feet, 48 inches west, along the north line of said alley, 10.00 feet; thence south 00 degrees, 00 feet, 00 inches along the west line of said alley, 50.20 feet; thence north 89 degrees, 57 feet, 48 inches west, along the north line of said alley, 63.45 feet; thence south 00 degrees, 00 feet, 00 inches west, along the west line of said alley and the east line of South Federal Street, 10.00 feet to the point of beginning,

Contained within said bounds 1,637 square feet or 0.0376 acre.

*Exhibit "B".
(To Ordinance)*

*Agreement For Sale And
Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the _____ day of _____, 2012, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development ("DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **1625 SOUTH CLARK STREET, LLC**, a Delaware limited liability company, licensed to transact business in Illinois ("Developer"), located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, licensed to transact business in the State of Illinois, and having its registered agent, Illinois Corporation Service Company having an address of 801 Adlai Stevenson Drive, Springfield, Illinois 62703

RECITALS

WHEREAS, the Developer desires to purchase from the City certain real property having the common address of 1625 South Clark Street, Chicago, Illinois, as more fully described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the Property is comprised of two (2) rectangular-shaped parcels of vacant land, the to-be-vacated South Federal Street between West 16th Street and West 17th Street, and the to-be-vacated T-shaped ten (10) foot public alleys east of South Federal Street and lying north of West 17th Street, which such street and alley vacations shall be subject to and vacated pursuant to a separate ordinance (the "Street and Alley Vacations"), and the Property has total area of approximately 105,345 square feet within the boundaries of the River South Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance of the City Council of the City of Chicago ("City Council") dated July 30, 1997 and published at pages 49089 through 49206 of the Journal of the Proceedings of the City Council ("Journal") for such date; and

WHEREAS, the appraised market value of the Property, including the to-be-vacated public street and alleys, is Three Million Four Hundred Seventy Five Thousand and No/Dollars (\$3,475,000); and

WHEREAS, the City is willing to sell the Property to the Developer for the Purchase Price so established for the parcels and vacated public street and alleys, in consideration of: (1) the Developer's fulfillment of its obligations, and the obligation for the Street and Alley Vacations, under this Agreement including the obligations to develop a three story commercial building consisting of approximately 65,000 square

feet of ground floor commercial space that shall house a grocery store ("Building") and a surface parking lot for approximately 50 parking spaces and a two floor parking deck above the grocery store with approximately 140 parking spaces on the second floor parking deck and approximately 150 spaces on the third floor of the deck, all as more fully described on Exhibit B attached hereto (the "Project"); (2) the Project site being leased to Roundy's Supermarkets, Inc., for the establishment of a full service grocery store to be operated by Roundy's Supermarkets, Inc. or its affiliate, initially under the trade name Mariano's Fresh Markets, as provided in the lease; (3) the Developer rezoning the entire Project site to a DS-5, Downtown Service District; and (4) the Developer performing other redevelopment obligations as set forth in this Agreement; and

The total proposed development costs for the acquisition and construction of the Project is Twenty Two Million Seven Hundred Forty Thousand Two Hundred Seven and No/100 Dollars (\$22,740,207), or such other amount approved by the City; and

WHEREAS, the Developer is obtaining funding, subject to the approval of the City, for the Project from equity and conventional loans in an amount sufficient to complete the acquisition and construction of the Project; and

WHEREAS, the Developer will enter into a non-exclusive permanent access easement ("Non-Exclusive Self Storage Access Easement") with the adjacent self storage ("Self Storage") property owner to the east of the Project, whereby the access easement shall be made across a portion of the to-be-vacated South Federal Street to allow for vehicular and pedestrian access and permit the Self Storage owner a certain number of parking spaces at the Project. A copy of the Non-Exclusive Self Storage Access Easement is attached hereto as Exhibit C; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2012 and published at pages _____ through _____ in the Journal of such date (the "Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

WHEREAS, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for Three Million Four Hundred Seventy Five Thousand and No/Dollars (\$3,475,000) ("Purchase Price") to be paid by cashier's or certified check, or wire transfer of immediately available funds on the Closing Date (defined in Section 4). All other closing costs, including all title charges, shall be borne by Developer.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money. The Developer has previously deposited with DHED, an earnest money deposit in the amount of One Hundred Seventy Three Thousand Seven Hundred Fifty and no/100 Dollars (\$173,750) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing, or may be refunded or forfeited pursuant to the terms of this Agreement.

3.2 Performance Deposit. The Developer has previously deposited with the DHED the amount of One Hundred Seventy Three Thousand Seven Hundred Fifty and no/100 Dollars (\$173,750), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 13). The Performance Deposit shall be refunded to the Developer upon the issuance of said Certificate of Completion or otherwise pursuant to the provisions of this Agreement, but shall be forfeited to the City if the Developer defaults, after written notice from the City (if required) and the applicable cure or grace period (if any) as set forth in Section 19.C.2. herein, in any of its obligations under the terms of this Agreement, as defined in Section 19 of this Agreement.

3.3 Interest. The City will pay no interest to the Developer on the Earnest Money and Performance Deposit.

SECTION 4. CLOSING.

The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Greater Illinois Title Company, 120 North La Salle Street, Chicago, Illinois 60602, or such other reputable licensed title company as may be selected by the Developer ("Title Company") within thirty (30) days after the Developer has applied for a foundation permit and at the same time is in the process of applying for all other necessary building permits and zoning approvals for the Property, which such application shall be made no later than ninety (90) days after the City Council authorizes the sale of the Property to the Developer, as part of the Project, as required pursuant to Section 7, or on such date as the parties mutually agree upon in writing, (the "Closing Date"); provided, however, in no event shall the closing occur (1) until and unless the conditions precedent set forth in Section 9 are all satisfied, unless DHED, in its sole discretion waives such conditions, and (2) any later than **September 30, 2012** (the "Outside Closing Date"), unless DHED, in its sole discretion, extends the Outside Closing Date. At the Closing, the City shall deliver to the Developer (i) the Deed and (ii) possession of the Property, each subject only to the Permitted Exceptions.

SECTION 5. CONVEYANCE OF TITLE.

A. Form of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), the Deed being subject to the terms of this Agreement and the following ("Permitted Exceptions"):

1. the Redevelopment Plan for the Redevelopment Area;
2. standard exceptions in an ALTA title insurance policy;
3. general real estate taxes and any special assessments or other taxes;
4. all easements, encroachments, covenants and restrictions of record and not shown of record;
5. such other title defects as may exist; and
6. any and all exceptions caused by the acts of the Developer, and/or its agents.

B. Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

C. Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

SECTION 6. TITLE, SURVEY AND REAL ESTATE TAXES.

6.1 Title commitment and Insurance. Not less than 30 days before the anticipated Closing Date, the Developer shall order a current title commitment issued by the Title Company showing the Developer in title to all other property, if any, required for the Project and the City in title to the Property. The Developer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, any "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing (as defined below). At Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

6.2. Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property and all other property, if any, required for the Project.

6.3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing Date to the extent such tax liens can be waived or released through submission

of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the scheduled Closing Date, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, and the Earnest Money and Performance Deposit shall be returned to the Developer. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions, including delinquent real estate taxes, and the Developer shall be responsible for all taxes accruing or otherwise payable after the Closing.

Until a Certificate of Completion (as described in Section 13) is issued by the City, the Developer shall notify the City that either the Property is certified as exempt from taxation or that the real estate taxes have been paid in full within ten days of such payment.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for a foundation permit and at the same time engage in the process of applying for all other necessary building permits and other required permits approvals thirty (30) days, but no later than ninety (90) days, after the City Council authorizes the sale of the Property to the Developer (as such date may be extended upon approval by DHED), shall pursue such permits and approvals in good faith with all due diligence in an expeditious manner, and shall provide evidence that all such permits have been issued prior to the Closing or provide evidence or other information satisfactory to the City that such permits have been applied for and will be issued upon completion of the normal City review process and the acquisition of the Property.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total Project budget is currently estimated to be Twenty Two Million Seven Hundred Forty Thousand Two Hundred Seven and No/100 Dollars (\$22,740,207) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DHED for approval a final Project budget materially consistent with the preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the Property, and construct the Project ("Proof of Financing"). The Proof of Financing shall include evidence of construction and permanent financing from lending institutions in amounts sufficient to construct the Project.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following to be provided to the City at least (7) days prior to the Closing Date, unless otherwise specified herein, or waived in writing by DHED, in its sole discretion:

9.1 Final Governmental Approvals. Developer shall have delivered to the City evidence that Developer has applied for all building permits as required by Section 7 and other final governmental approvals, including but not limited to all requisite zoning approvals, necessary to construct the Project.

9.2 Budget and Proof of Financing. City shall have approved the Developer's Budget and Proof of Financing.

9.3 Insurance. Developer shall provide evidence of insurance reasonably acceptable to the City prior to the Closing Date. Prior to the issuance of a Certificate, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies from the Closing Date through the date the City issues the Certificate of Completion. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.4 Legal Opinion. Developer shall have delivered to the City a legal opinion in a form reasonably acceptable to the City.

9.5 Due Diligence. Developer shall have delivered to the City due diligence searches in its name (UCC, State and federal tax lien, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.6 Organization and Authority Documents. Developer shall have delivered to the City the certified articles of organization, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Delaware, and evidence of authorization to transact business in Illinois; and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing Date, issued by both the Office of the Secretary of State of the State of Delaware and the State of Illinois, as to the good standing of the Developer; and such other organizational documents as the City may reasonably request.

9.7 Subordination Agreement. Prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement substantially in the City's standard form (the "Subordination Agreement").

9.8 MBE/WBE and Local Hiring Compliance Plan. At least fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with staff from DHED's monitoring section regarding compliance with the MBE/WBE and local hiring requirements set forth in this Agreement pursuant to Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.

9.9 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

9.10 Developer Lease with Roundy's. Prior to the Closing Date, provide City with a copy of the executed lease with Roundy's Supermarkets, Inc. for the Project site.

9.11 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, either issue a written letter extending the time for satisfying such condition by up to six (6) months, or waiving such condition, or in the alternative, may terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. In the event of a termination prior to the conveyance of the Property to the Developer (as set forth in Section 19.C.3. below), the City shall be entitled to retain the Earnest Money but shall return the Performance Deposit to the Developer. If, prior to the conveyance of the Property to the Developer, the termination is due to an uncured default, not caused by the Developer's acts and/or omissions, by the City as provided in Section 19.C.3 below, then the Earnest Money and the Performance Deposit shall be returned to the Developer. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. SITE PLANS AND ARCHITECTURAL DRAWINGS.

10.1 Site Plans. The Developer agrees to construct the Project on the Property in accordance with the site plans and architectural drawings prepared by Solomon Cordwell Buenz dated _____, 2011, and attached hereto as **Exhibit D** which have been approved by DHED as of the date hereof and which are incorporated herein by reference. No material deviation from the Drawings may be made without the prior written approval of DHED.

10.2 Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's

redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project must be approved by the City.

10.3. Inspection by the City. For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws"). The City shall be entitled to receive copies of any inspection reports prepared by the inspecting architect or agent, if any, or as otherwise required under any construction escrow or similar funding agreement applicable to the Project.

10.4. Barricades and Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement, prior to Closing. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

SECTION 11. LIMITED APPLICABILITY.

DHED's approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department; nor does the approval by DHED pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by DHED shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The conveyance of the Property to the Developer by the City shall not occur unless and until the Developer is prepared to commence construction of the Project within thirty (30) days after the Closing Date. In no instance shall (a) the Closing Date occur later than the date set forth in Section 4 herein, (b) construction commence later than **October 31, 2012**, or (c) construction be completed no later than **April 1, 2014**. DHED may, in its sole discretion, extend the dates in (b) and (c) by up to six months each (i.e. 12 months, in aggregate) by issuing a written extension letter. The Project shall be constructed substantially in accordance with the Drawings and in accordance with all applicable laws, regulations and codes.

SECTION 13. CERTIFICATE OF COMPLETION.

Upon the completion of the Project in accordance with this Agreement (including, without limitation, the incorporation of "green" elements into the building comparable to those which would be incorporated into a building seeking LEED Silver certification, as such green elements have been reviewed and approved by DHED and Developer prior to Closing), the Developer shall request from the City a Certificate of Completion ("Certificate") in recordable form. Recordation of such Certificate shall constitute a conclusive determination of satisfaction and termination of certain covenants in this Agreement and the Deed solely with respect to the obligations of the Developer to construct the Project. Within thirty (30) days after receipt of a written request by the Developer for a Certificate, the City shall provide the Developer with either the Certificate or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, which has not been cured, and what measures or acts will be necessary, in the sole opinion of the City, with respect to such failure to complete the Project, or default under this Agreement, for the Developer to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate upon compliance with the City's response. Prior to issuance of a Certificate, the Developer shall not obtain any additional or replacement financing for the Project, in whole or in part, without the City's prior written consent, which such consent shall be in the City's sole discretion. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants, except for those covenants in Section 14.1 and 14.2 herein, in this Agreement and the Deed with respect to the Developer's obligations to construct the Project and other matters under this Agreement for which the issuance of a Certificate of Completion is required. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of construction. Upon recordation of the Certificate of Completion for the Project, the City shall return the Performance Deposit to the Developer.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that:

14.1 It shall devote the Property or any part thereof solely for constructing the Project and thereafter only for a use that complies with the Redevelopment Plan until the date the Redevelopment Plan expires, July 30, 2020; and

14.2 The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

SECTION 15. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate, as provided herein, the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole

discretion: (a) directly or indirectly sell or convey the Property, or any part thereof or any interest therein, or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement), the proposed buyer must continue to provide the project services required under this Agreement. Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 16 hereof.

Notwithstanding the foregoing, the sale or transfer of any membership interest less than 7.5% in the Developer or any of its constituent entities named as signatories hereto shall be permitted without consent of the City.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate, the Developer shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining (i) funds necessary to acquire the Property; (ii) funds necessary to construct the Project in accordance with the initial construction financing approved by DHED pursuant to Section 8 and (iii) after construction, funds necessary to own, maintain and operate the Property in accordance with the requirements of this Agreement.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement, if any, (as defined in Section 9.9). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed, shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 15 and Section 16 shall terminate

upon the issuance of the Certificate of Completion. The covenant contained in Section 14.1 shall terminate as of the date the Redevelopment Plan expires. The covenants contained in Section 14.2 shall have no expiration date.

SECTION 19. PERFORMANCE AND BREACH.

A. Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 19.B., if the Developer defaults in performing its obligations under this Agreement and the City shall deliver written notice of such default, the Developer shall have a 60 day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecutes such cure through to completion, then the sixty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close the respective dates as set forth in Section 4 herein. Unless the failure to close is due to circumstances described in Section 19.B. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by such Closing Date shall entitle the City to terminate this Agreement.

In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise a right or remedy available to it, including without limitation, a termination of this Agreement and/or a reversion of title to the Property in the City, the City shall send notice of such default and intended exercise to the holder of a mortgage authorized by this Agreement (herein, a "Mortgagee"), and the Mortgagee shall have thirty (30) days to cure such Event of Default within thirty (30) days after the expiration of the cure period, if any, granted to Developer. If the Event of Default is not capable of being cured within the thirty (30) day

period, then provided such Mortgagee has commenced to cure the Event of Default and is diligently proceeding to cure such default within the thirty day period, and thereafter diligently prosecutes such cure through to completion, then the thirty day period shall be extended for the length of time that is reasonably necessary to cure such default. If the Event of Default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the Event of Default, including but not limited to, proceedings to compel specific performance.

2. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required) and the applicable cure or grace period (if any):

a. The Developer fails to perform any obligation of Developer under this Agreement; which default is not cured pursuant to Section 19.C.1; or

b. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 19.C.1; or

c. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty days after filing; or

d. Except as excused by Section 19.B. above, the Developer abandons or substantially suspends the construction work (no notice or cure period shall apply); or

e. The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien (which mechanic's or materialmen's lien is not being contested and challenged by Developer and Developer, upon written request, provides notice to the City of such contest and the reason therefor), or any other lien or encumbrance unauthorized by this Agreement to attach to the Property which default is not cured pursuant to Section 19.C.1; or

f. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition involving the Property, the Project, or any part thereof in violation of this Agreement (no notice or cure period shall apply); or

g. The Developer's financial condition, operations adversely changes to such an extent that would materially affect

the Developer's ability to complete the Project which default is not cured pursuant to Section 19.C.1; or

h. The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project, which default is not cured pursuant to Section 19.C.1; and

i. Failure to close by the respective dates as set forth in Section 4 herein (no notice shall apply), except as excused by Section 19.B. above.

j. Prior to the issuance of the Certificate, the sale or transfer of any membership interest in excess of 7.5% in the Developer or any of its constituent entities named as signatories hereto without the prior written consent of the City.

3. Prior to Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided for in Section 19.C., the City may terminate this Agreement, retain the Earnest Money, and institute any action or proceeding at law or in equity against the Developer. If, however, the Closing does not occur due to an uncured default by the City in its obligations under this Agreement, unless such default is caused by the acts and/or omissions by the Developer, or, after the sale is authorized by the City Council, the City repeals the ordinance authorizing the sale, then the City shall return the Earnest Money and Performance Deposit to the Developer.

4. After Conveyance. After Closing, if an Event of Default occurs and is continuing, beyond the applicable cure period under Section 19.C.1., if any, the City, may exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, retain the Performance Deposit, and revert title to the Property in the City; provided, however, that the reversion of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate, the City's right of reverter shall no longer be enforceable but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land.

5. Resale of the Property. Upon the reversion in the City of title to the Property as provided in Section 19.C.4. the City shall employ its best efforts to convey the Property (subject to any first mortgage lien permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 18.

6. Disposition of Resale Proceeds. If the City sells the Property, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

a. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and

b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

d. any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

e. the then current fair market value of the land comprising the Property (without any Project or partially constructed Project thereon) in excess of the purchase price paid by Developer at Closing as of such sale; and

f. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property. In addition to and without in any way limiting the City's rights under this Section 19, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer, after written notice from the City (if required) and the applicable cure or grace period (if any) as set forth in Section 19.C.2. herein.

D. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

SECTION 20. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official, or employee of the

City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) an Event of Default that has occurred; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iv) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 22 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this Agreement.

SECTION 22. ENVIRONMENTAL MATTERS.

The City makes no covenant, representation or warranty as to the structural, physical, soil or 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 structural, physical, soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a 30 day right of entry from the City for the purpose of conducting structural, physical, soil and environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry to the Property for such purpose. The granting of the right of entry to the Property, 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 \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the structural, physical, soil and environmental testing on the Property; b) automobile liability insurance with limits of not less than \$2,000,000.00 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 City shall be named as an additional insured on all policies. 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 structural, physical, soil and 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 structural, physical, soil, and environmental condition of the Property. If prior to the Closing, the Developer's structural, physical, soil and environmental consultants determine that structural, physical, soil, and environmental contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City, in which event, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. The Developer agrees that a request to terminate this Agreement shall not be made until the City has reviewed all reports concerning the condition of the Property, which review shall be completed within a reasonable time after receipt by the City. Subsequent to the City's review of all reports and upon termination of this Agreement the City shall return the Earnest Money and Performance Deposit to the Developer.

If after the Closing, the structural, physical, soil and environmental condition of the Property is not in all respects entirely suitable for the use to which the Property are 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 waive, release and indemnify the City from any claims and liabilities relating to or arising from the structural, physical, soil, and environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any structural, physical, soil, and environmental condition which existed on the Property prior to the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer with respect to those employees, personnel and agents engaging in construction activities or operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Project or occupation of all properties in the Project, including the Property, during the construction period:

- (i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
- (ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.
- (iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- (iv) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- (v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the

Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

- (vi) Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and they shall comply with the minimum percentage of total on site worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total on site worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide, during construction of the Project through the date of issuance of the Certificate, for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted, during construction of the Project through the date of issuance of the Certificate, to the Commissioner of the City of Chicago Department of Housing and Economic Development ("DHED") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of DHED, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the on site worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 23.B. to be included in all construction contracts and subcontracts related to the construction of the Project.

C. Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

- (i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.C., during the course of the Project, the following percentages, as previously agreed to by the

parties, of the MBE/WBE Budget (as set forth in Exhibit E attached hereto and made a part hereof) shall be expended for the aggregate hard costs, and any other costs the City in its sole discretion may allow, for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 26% by MBEs; and (2) At least 5% by WBEs.

(ii) For purposes of this Section 23.C. only:

- (a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.
- (b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.
- (c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.C. In accordance with Section 2-92-730, Municipal Code

of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

- (iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (v) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.
- (vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 23.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 23.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 23.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) intentionally deleted; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this

Section 23.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

- (a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, authorized to transact business in Illinois with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.
- (b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.
- (c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer, or the Property is bound.
- (d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.
- (e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its

home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement shall not be merged with the Deed and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

SECTION 26. HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

SECTION 27. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 28. SEVERABILITY.

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

SECTION 29. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by facsimile or e-mail, provided that there is written confirmation of such communications in accordance with this Section 29; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Room 1000 - City Hall
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

If to the Developer:

1625 South Clark Street, LLC
c/o The Simon Konover Corporation
342 North Main Street
West Hartford, CT 06117
Attn: Bradford Wainman

And c/o The Outlook Development Group
6495 South 27th Street
Franklin, Wisconsin 53132
Attention: Matthew Stamborski

With a copy to:

DLA Piper LLP (US)
203 N. LaSalle Street
Chicago, IL 60601
Attention: Richard Klawiter

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 30. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing and authorized to do business under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 31. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 32. TERMINATION.

In the event that the Closing has not occurred by the Closing Dates, or any extensions thereof in DHED's sole discretion, defined herein, then the City may terminate this Agreement upon written notice to the Developer.

SECTION 33. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

SECTION 34. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 35. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

SECTION 36. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) 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. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 37. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer 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 U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 38. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

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

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation

termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 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 is then delivered by one person to the Mayor or to his political fundraising committee.

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

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

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

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

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

SECTION 39. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 *et seq.* of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the

City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-010 *et seq.*

SECTION 40. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 41. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

SECTION 42. WASTE ORDINANCE PROVISIONS. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer'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 Amendment, at law or in equity. This section does not limit Developer'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 Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Housing
and Economic Development

By: _____
Andrew J. Mooney
Commissioner

1625 SOUTH CLARK STREET, LLC,
a Delaware limited liability company licensed to
transact business in Illinois

By: South Clark Street Holdings, LLC,
a Delaware limited liability company
and its sole member

By: JCSKMW Manager, LLC,
a Connecticut limited liability company
and its co-manager

By: JCSK HOLDINGS, LLC,
a Connecticut limited liability company
and its sole member

By: _____
James Wakim,
Vice President

By: MFM SLOOP LLC,
a Wisconsin limited liability company
and its co-manager

By: _____
Matthew T. Stamborski
Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by _____ as his free and voluntary act and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012

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 Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic 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 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 City of Chicago, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2012.

NOTARY PUBLIC

[(Sub)Exhibit "C" referred to in this Agreement with 1625 South Clark Street, LLC for Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with 1625 South Clark Street, LLC for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on pages 23696 through 23698 of this *Journal*.]

[(Sub)Exhibit "D" referred to in this Agreement with 1625 South Clark Street, LLC for Sale and Redevelopment of Land printed on pages 23730 through 23741 of this *Journal*.]

(Sub)Exhibits "B" and "E" referred to in this Agreement with 1625 South Clark Street, LLC for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".

(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

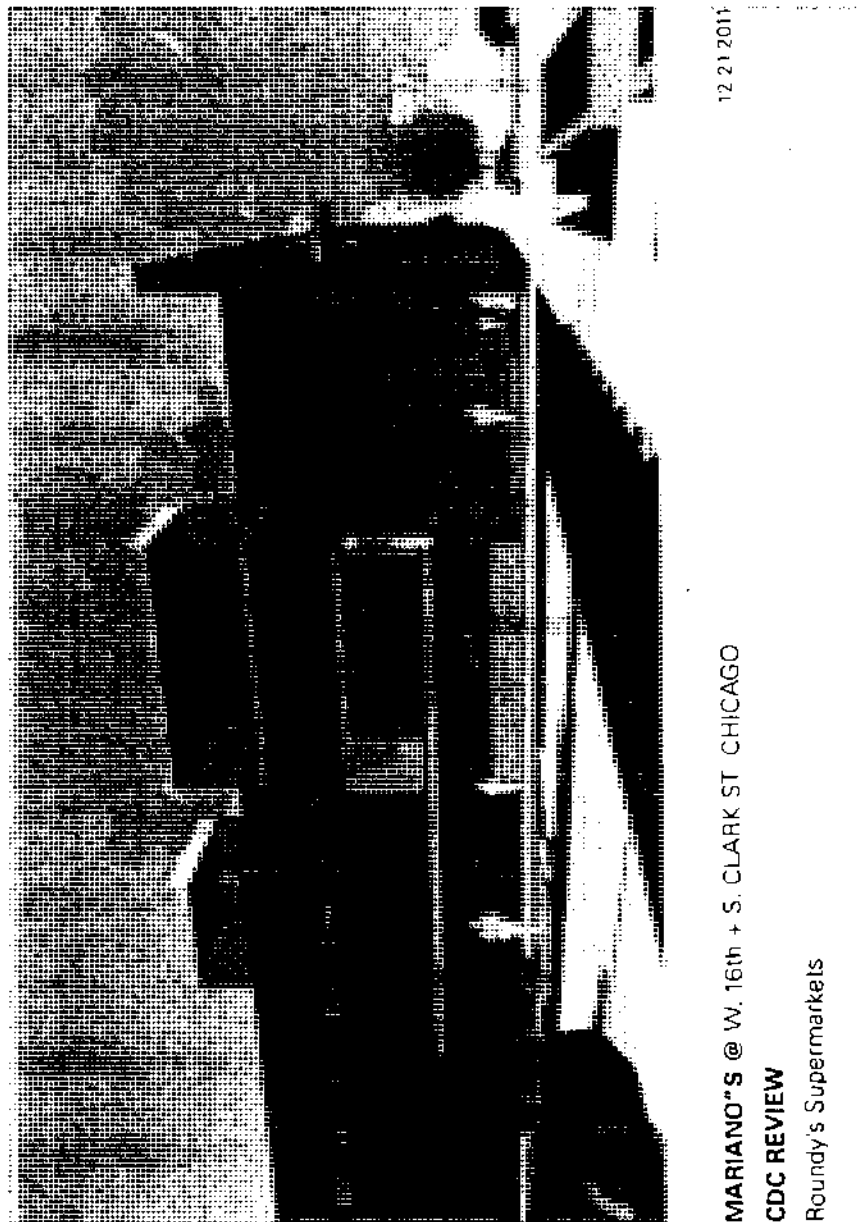
The Developer shall develop a three (3) story commercial building consisting of approximately 65,000 square feet of ground floor commercial space that shall house a Mariano's Fresh Market grocery store that shall accommodate approximately 340 parking spaces, of which approximately 50 parking spaces shall be located on the ground level as surface parking. The remaining 290 spaces shall be located on two parking decks above the grocery store with approximately 140 spaces on the second floor parking deck and approximately 150 spaces on the third floor parking deck. Of said total 340 parking spaces, 30 shall be dedicated to the Self Storage property owner subject to the Non-Exclusive Access Easement.

The Developer shall include as part of the Project: (1) various parkway plantings at the Property in compliance with the City of Chicago Landscape Ordinance; (2) a storm water retention area in accordance with the City of Chicago's Storm Water Management ordinance; and (3) the incorporation of "green" elements into the building comparable to those which would be incorporated into a building seeking LEED Silver certification, as such green elements have been reviewed and approved by DHED and Developer.

The Developer shall enter into a 20-year long term lease with Roundy's Supermarkets, Inc. and/or its affiliates for the establishment of a full service grocery store on the Project site to be initially operated under the trade name Mariano's Fresh Markets as provided in the lease.

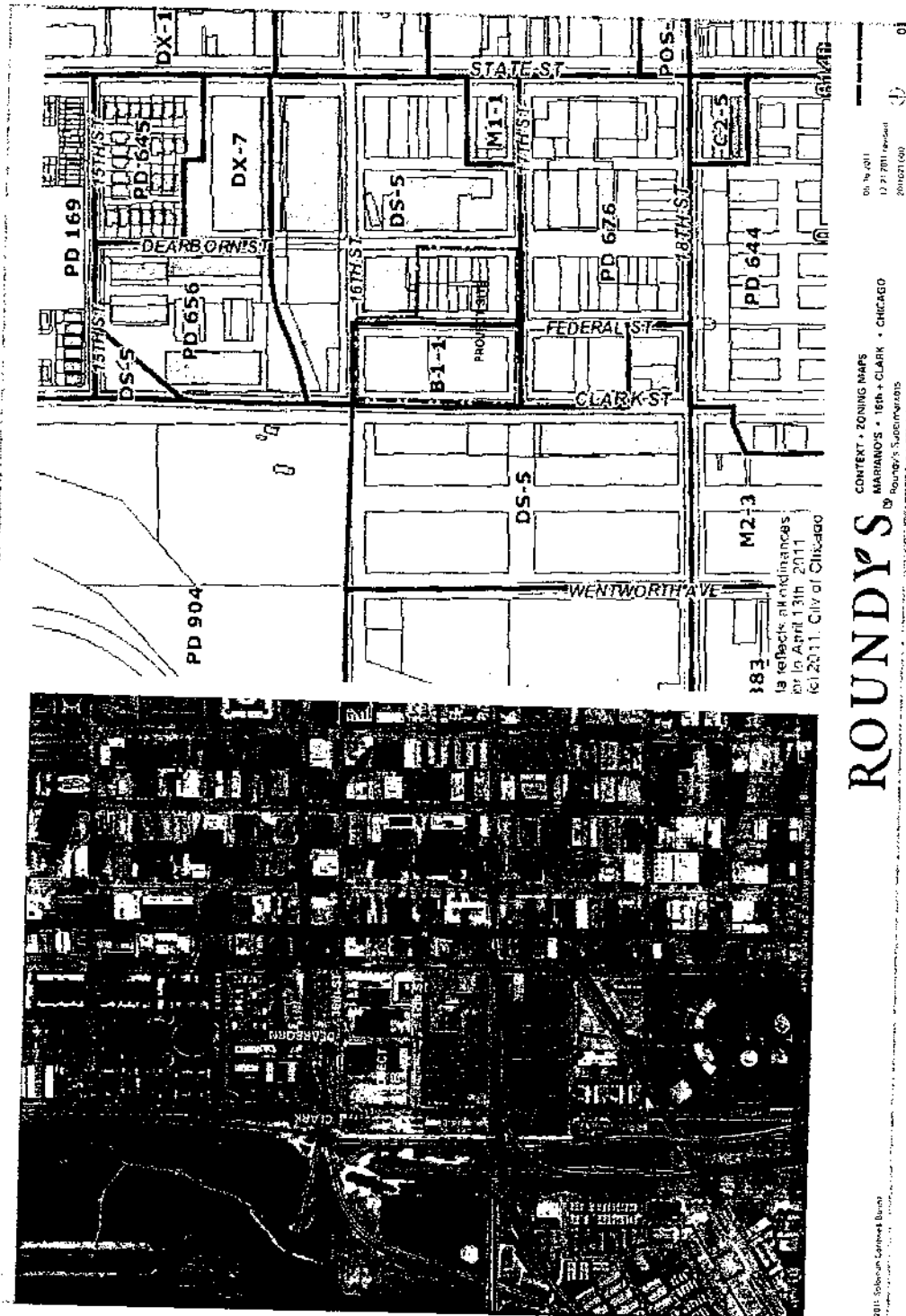
(Sub)Exhibit "D".
(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 1 of 12)



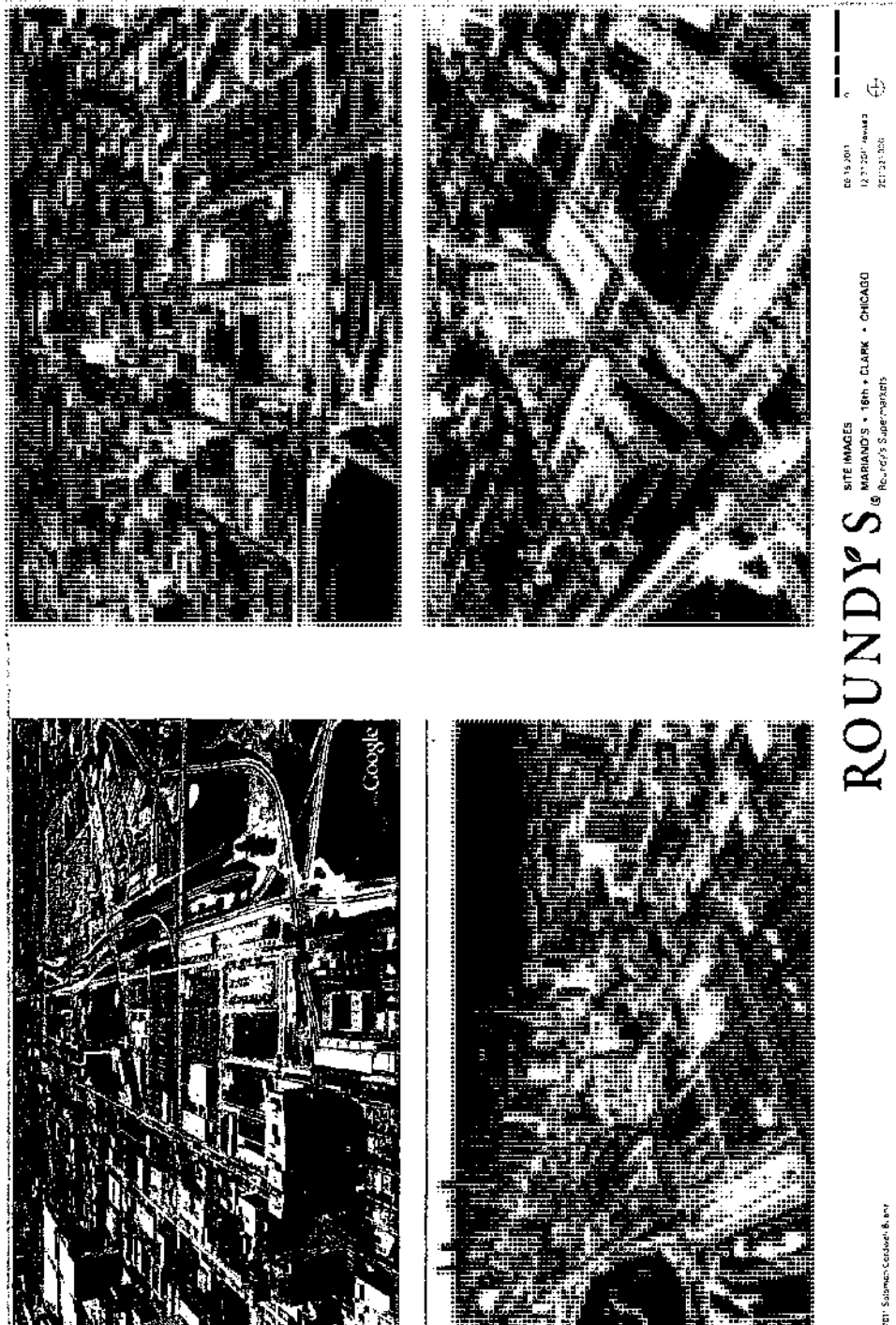
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 (To Agreement With 1625 South Clark Street, LLC
 For Sale And Redevelopment Of Land)

(Page 2 of 12)



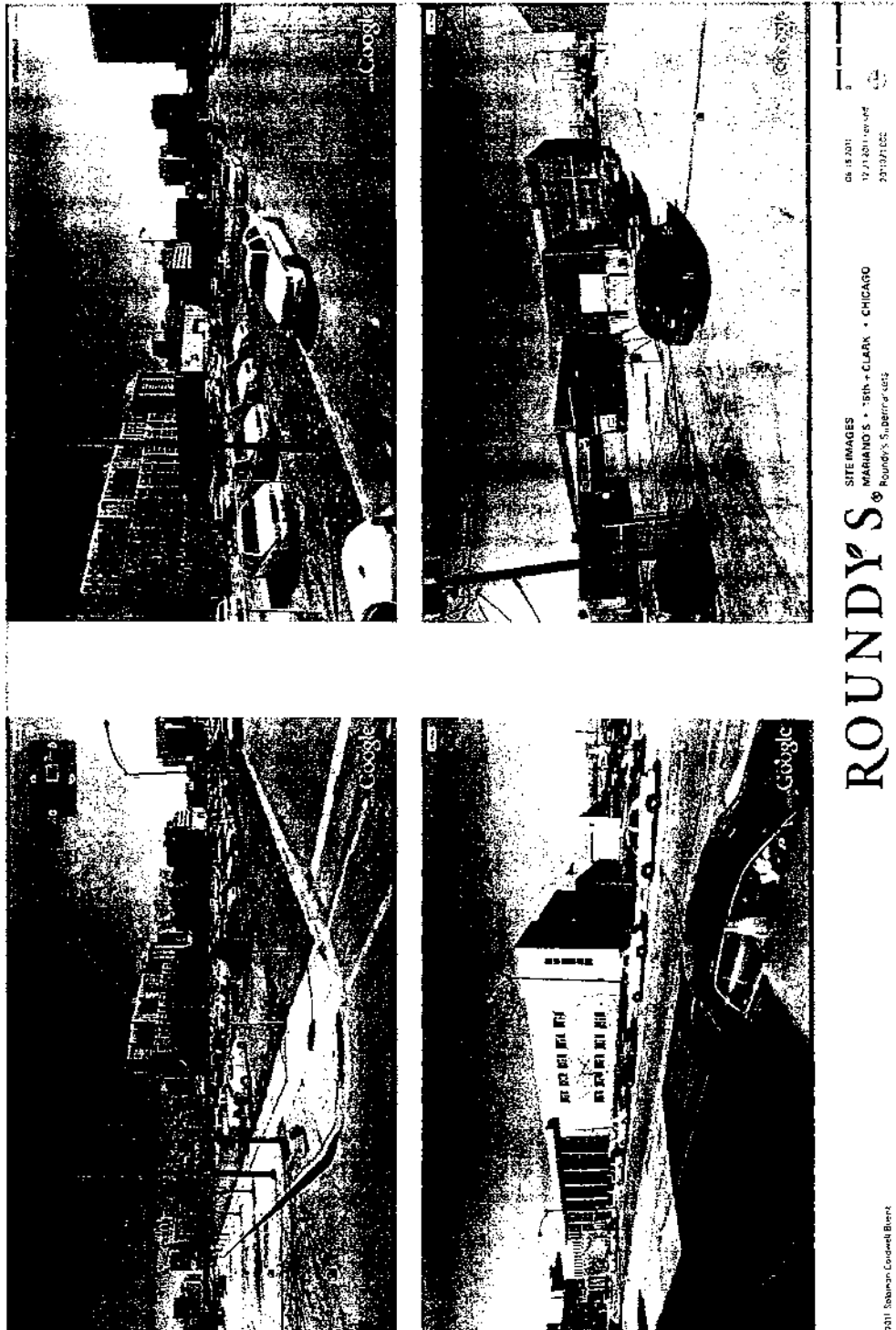
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(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 3 of 12)

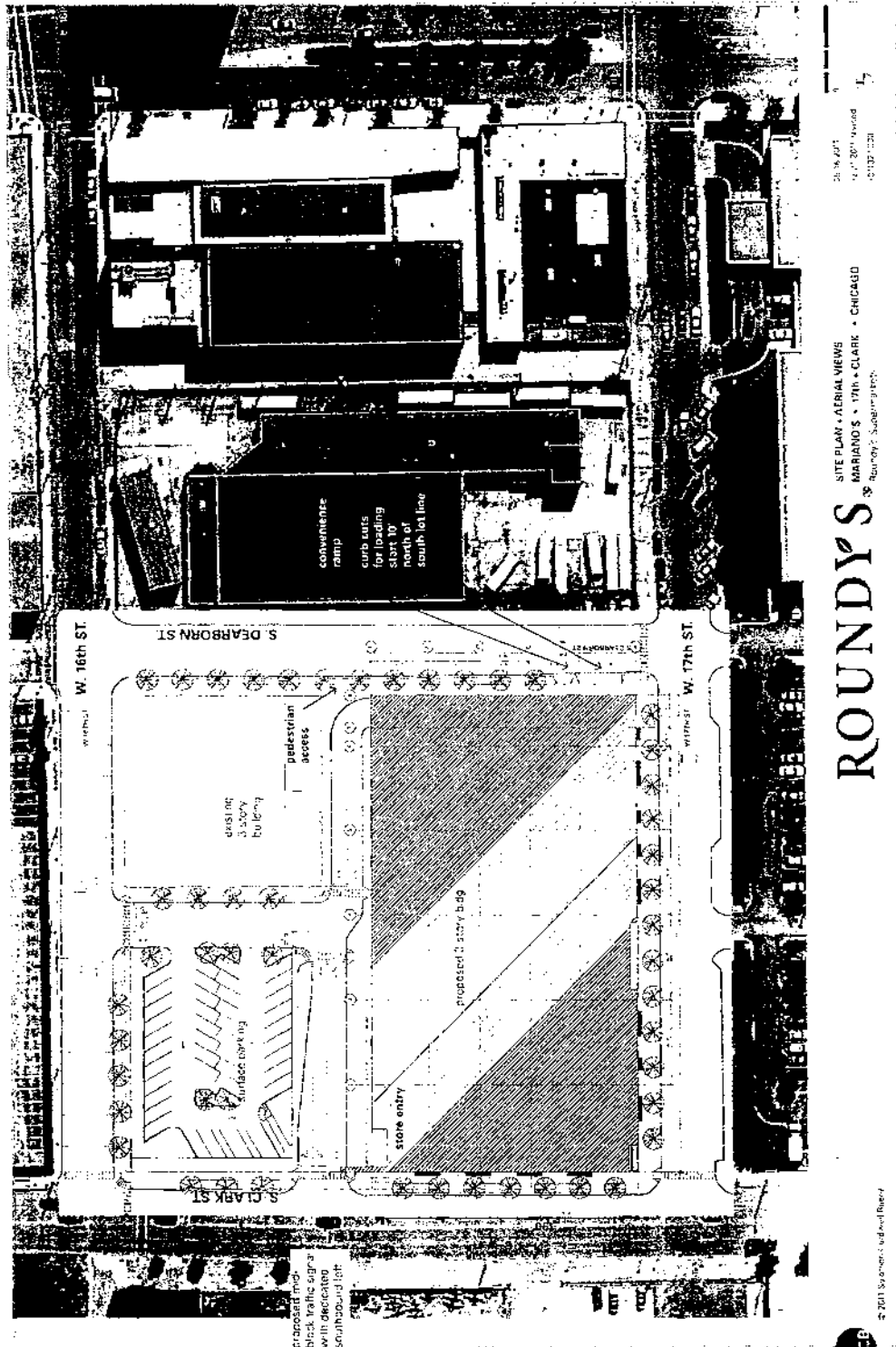


(Sub)Exhibit "D".
(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 4 of 12)

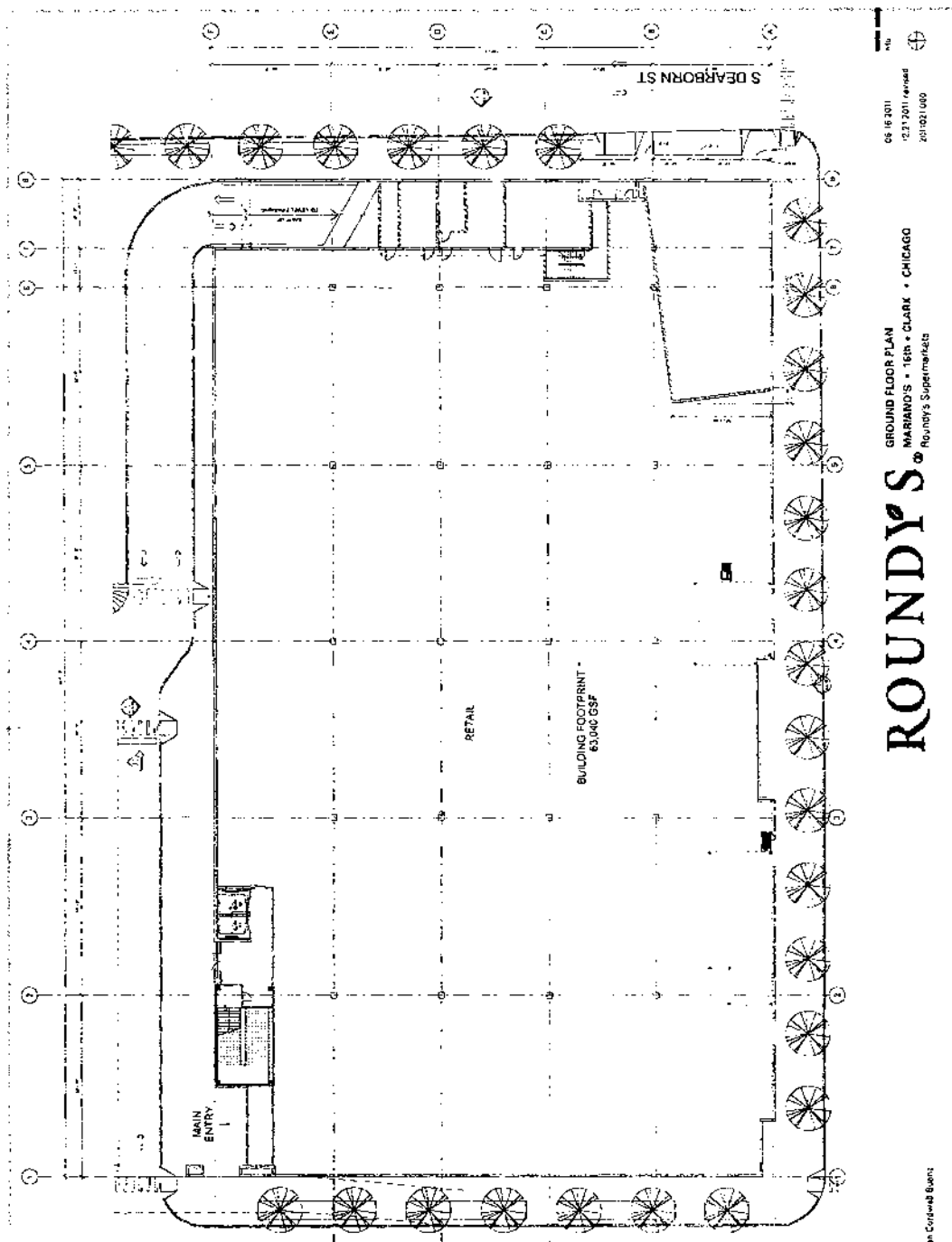


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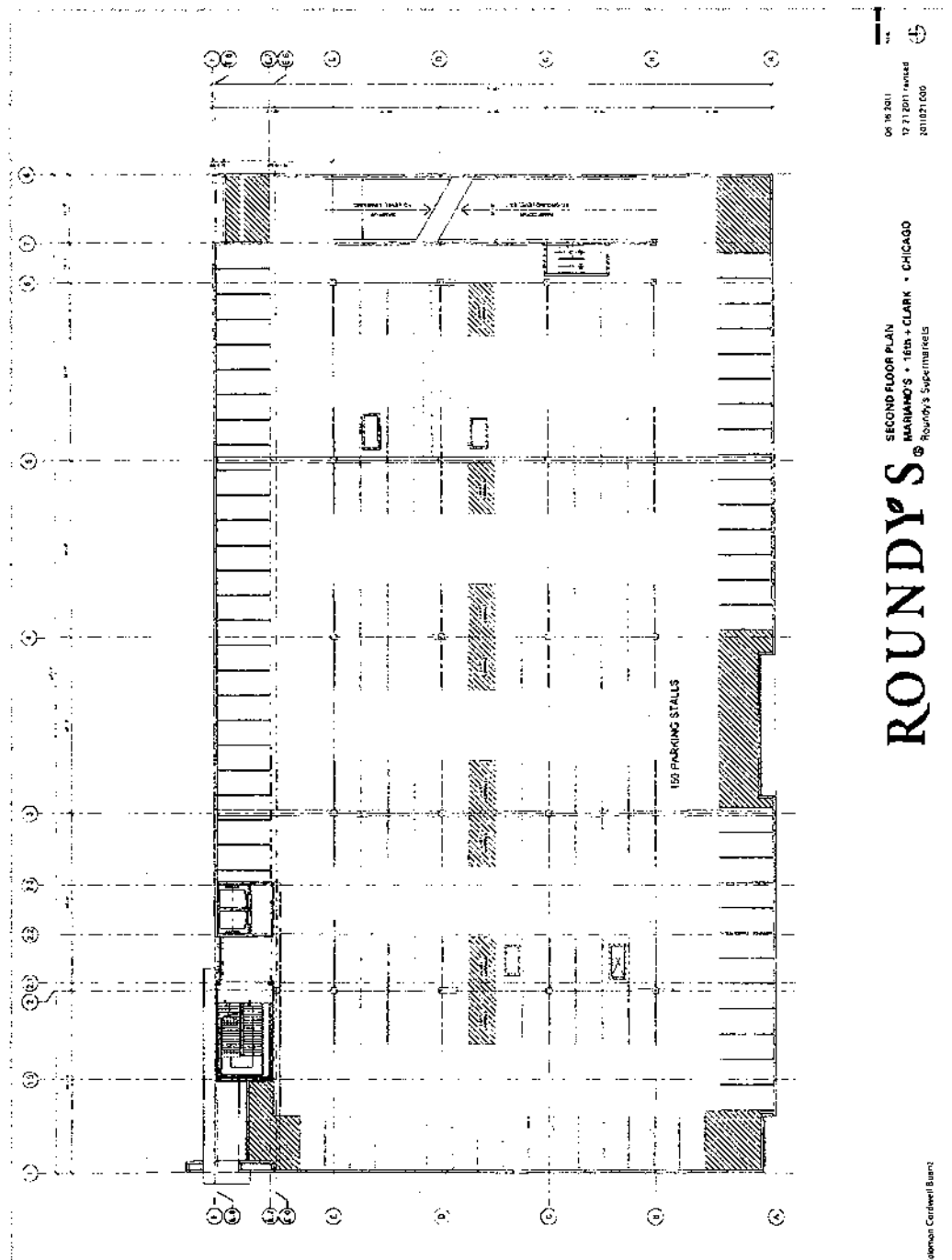
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(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 6 of 12)



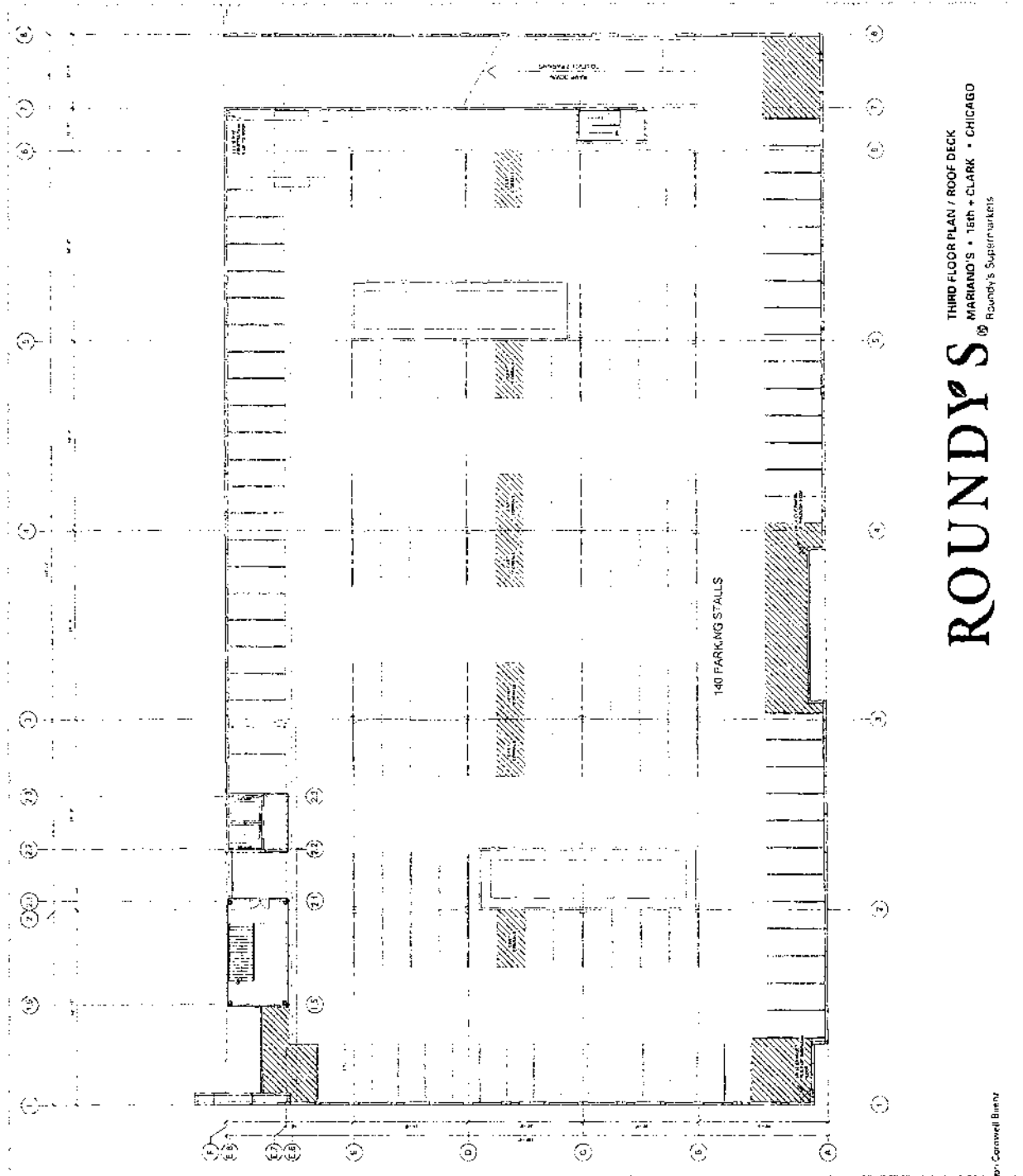
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(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 7 of 12)



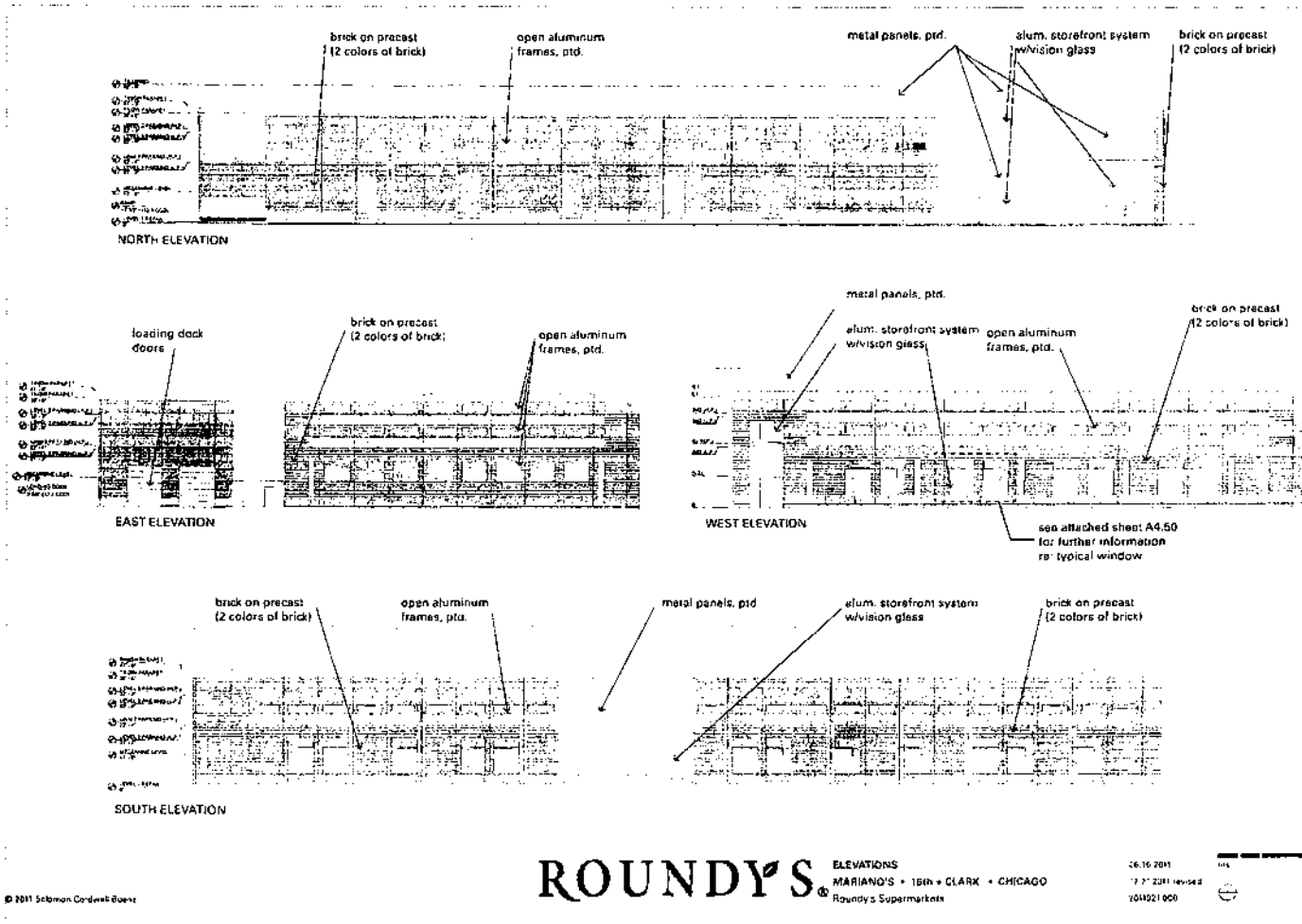
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 (To Agreement With 1625 South Clark Street, LLC
 For Sale And Redevelopment Of Land)

(Page 8 of 12)



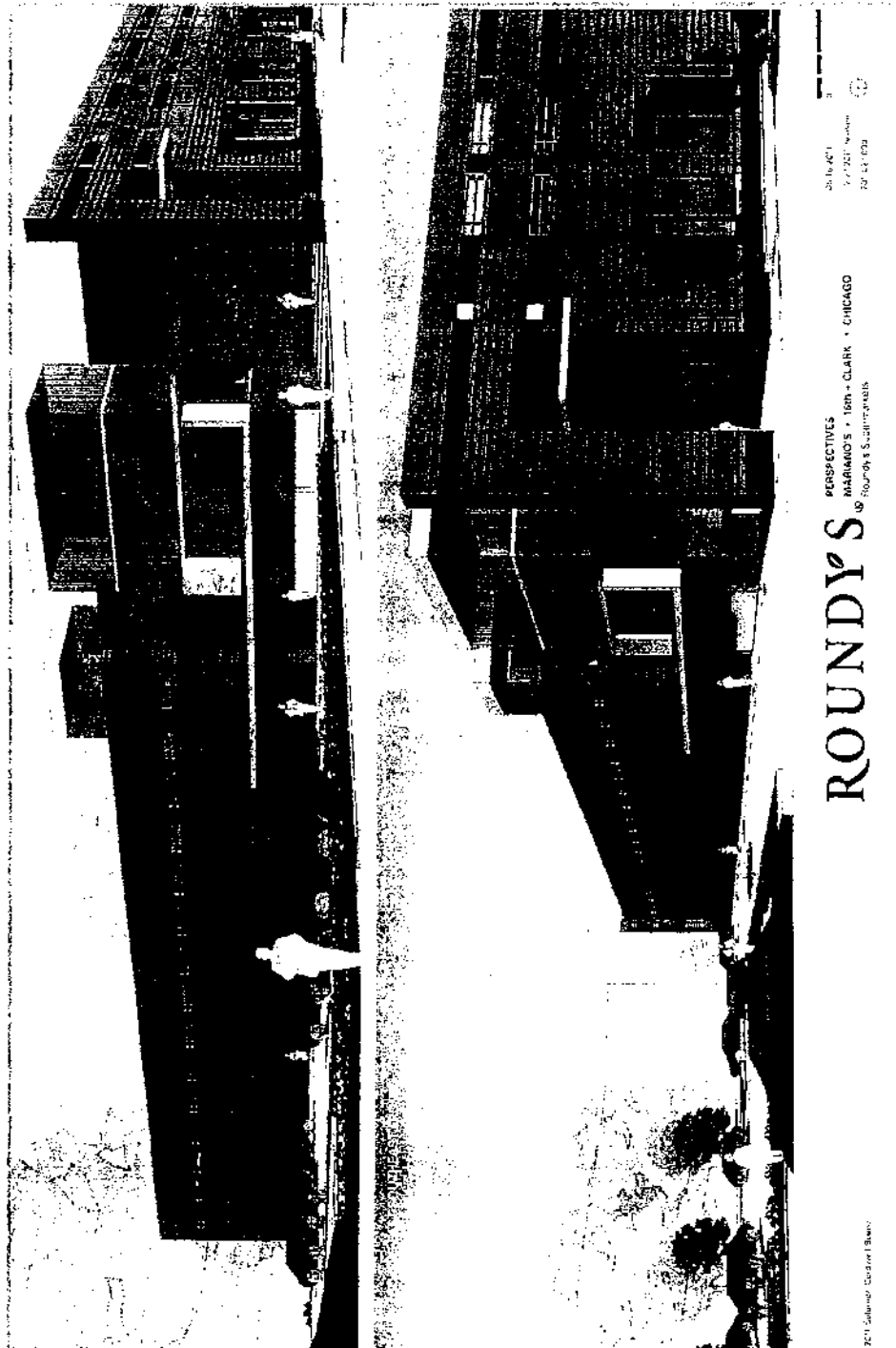
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 (To Agreement With 1625 South Clark Street, LLC
 For Sale And Redevelopment Of Land)

(Page 9 of 12)



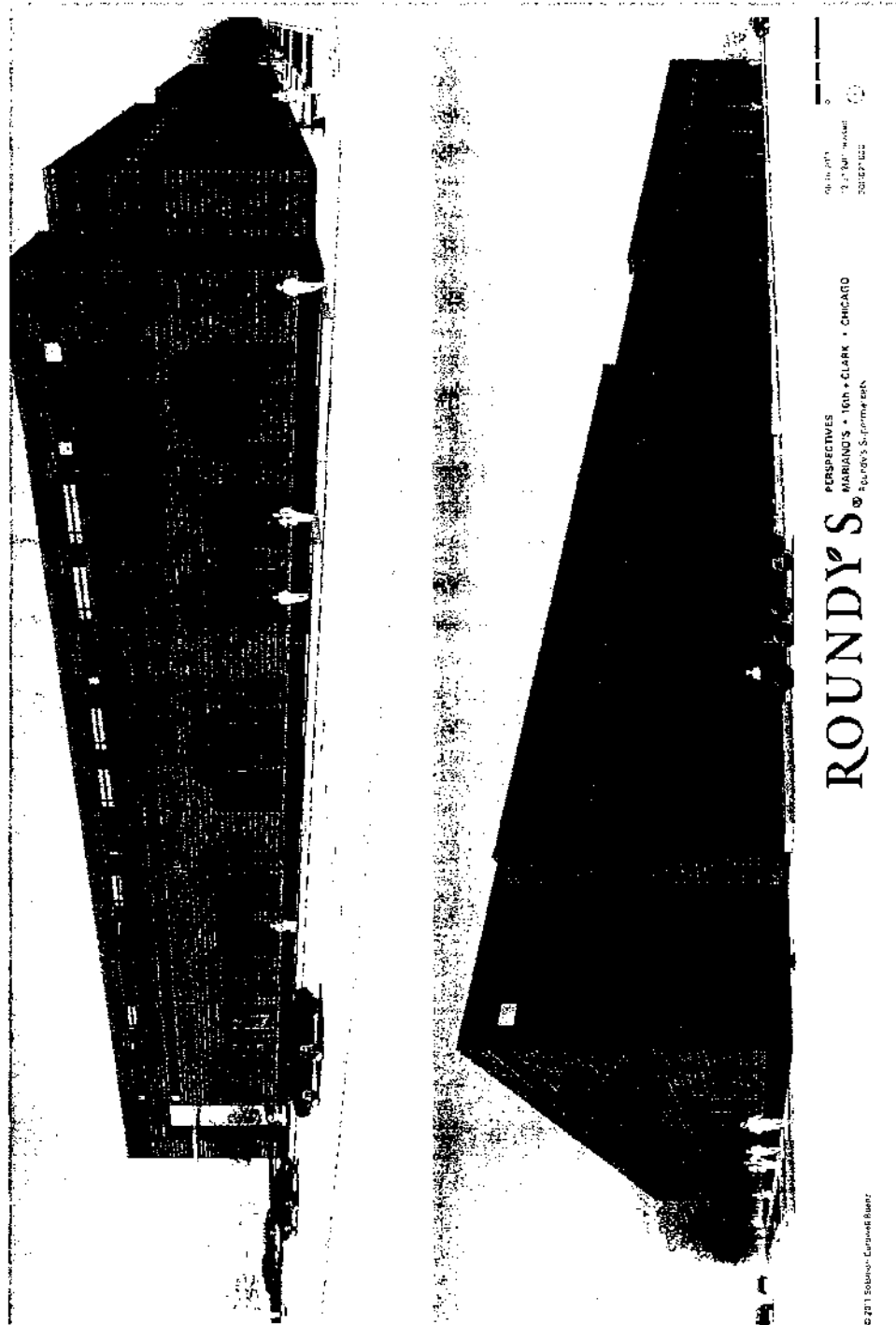
(Sub)Exhibit "D".
 (To Agreement With 1625 South Clark Street, LLC
 For Sale And Redevelopment Of Land)

(Page 10 of 12)



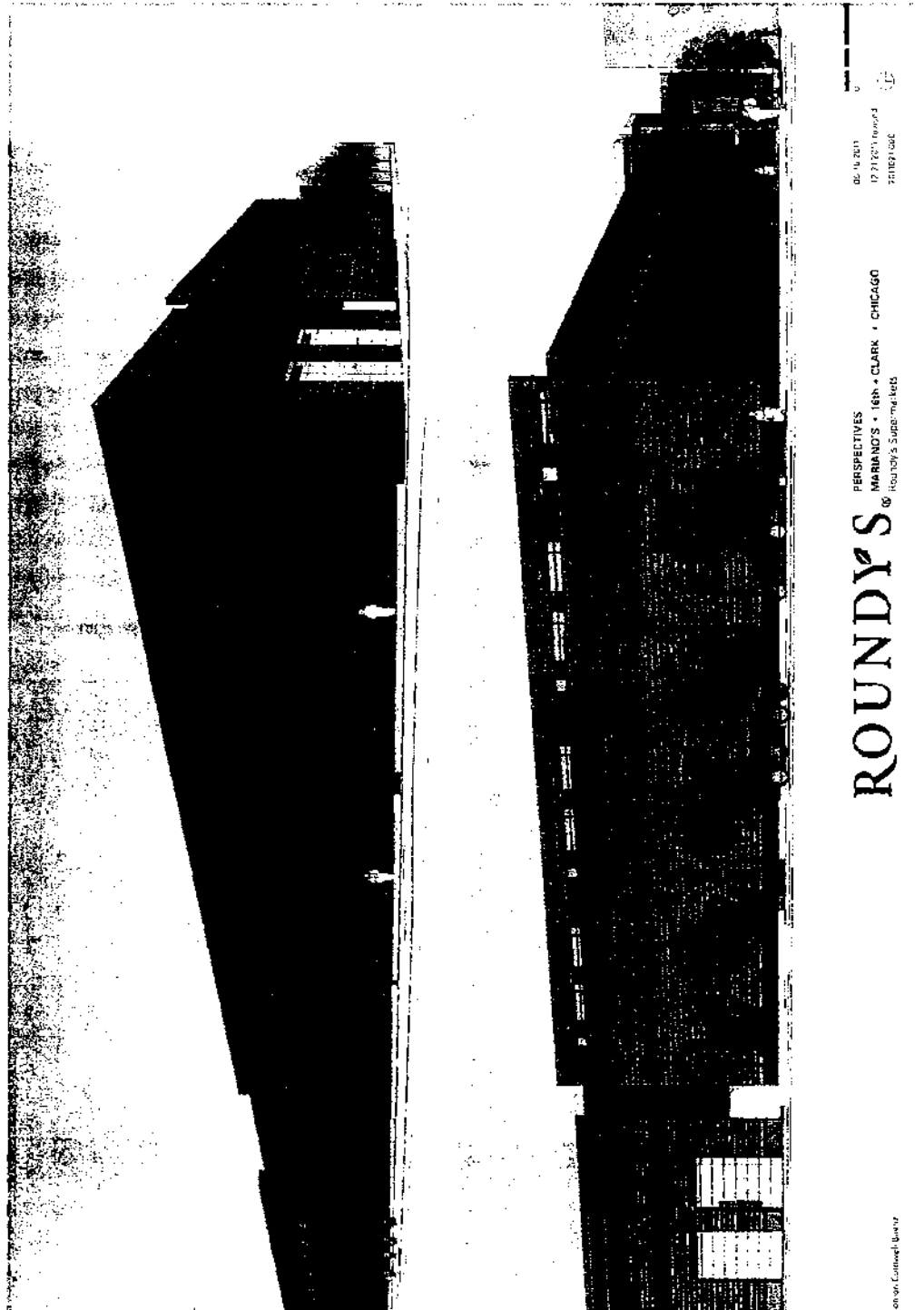
(Sub)Exhibit "D".
(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 11 of 12)



(Sub)Exhibit "D".
(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

(Page 12 of 12)



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PERSPECTIVES
MARINO'S • 16th • CLARK • CHICAGO
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(Sub)Exhibit "E".
(To Agreement With 1625 South Clark Street, LLC
For Sale And Redevelopment Of Land)

Mariano's Fresh Market Project
1625 S. Clark St., Chicago, Illinois.

MBE/WBE Budget.

Trade/Item	Cost	
Professional Services	\$ --	
Demolition	20,000.00	
Excavation/Fill	760,748.00	
Concrete	1,550,589.00	
Masonry	70,000.00	
Structural Steel	410,000.00	
Miscellaneous Steel	150,000.00	
Rough Carpentry	238,345.00	
Architectural Work -- Finish Carpentry	106,794.00	
Roofing/Sheet Metal	314,000.00	
Metal Panels	15,600.00	
Architectural Pre Cast		*Excluding Architectural Pre Cast
Install Stone Panels	18,000.00	

Trade/Item	Cost
Metal Doors, Frames, Hardware	\$ 78,200.00
Wood Doors	415,000.00
Aluminum Doors and Frames	2,088,000.00
Overhead Doors	6,000.00
Drywall/Framing	252,320.00
Acoustical Ceiling/Wood Ceiling	50,000.00
Ceramic Tile Quarry Tile	45,000.00
Athletic Flooring	15,000.00
Resilient Flooring and Base	15,000.00
Painting and Wall Covering	135,000.00
Toilet Partitions and Accessories	31,000.00
Plumbing	633,597.00
HVAC	839,358.00
Electrical	1,182,000.00
Cut/Patch MEP -- Fire Protection	487,320.00
Concrete Saw cutting	48,000.00
Spoil Removal	--
Traffic Grates -- Dock Equipment	51,000.00
Site Furnishings	--
Structural Infills	--
Wire Mesh Partitions	--

Trade/Item	Cost
Caulking	\$ 80,785.00
Floor Prep	--
Special Floor Coverings	--
Clean and Paint Parking Area Ceiling	--
Louvers and Vents	--
Signage and Graphics	--
Appliances -- Elevators	320,000.00
Bird Barrier Fence Enclosure	6,500.00
Knox Box	600.00
Security System	--
Communication System	--
Flagpole	3,500.00
Subtotal:	\$10,437,256.00
Contingency (3%)	--
Subtotal:	\$10,437,256.00
General Liability Insurance	118,263.00
Subtotal:	\$10,555,519.00
General Conditions	291,189.00
Subtotal:	\$10,846,708.00
Overhead and Fee	416,108.00
Total:	\$11,262,816.00

Trade/Item	Cost
Hard Cost Construction	\$14,762,816.00
Deduct exempt proprietary trades	(3,500,000.00)
Professional Services*	1,000,000.00
TOTAL HARD COSTS AND PROFESSIONAL SERVICES:	\$12,262,816.00
MBE/WBE Basis	\$12,262,816.00
MBE 26%	\$ 3,188,332.16
WBE 5%	\$ 613,140.80

COMMITTEE ON HUMAN RELATIONS.

MUNICIPAL EMPLOYEES ANNUITY AND BENEFIT FUND OF CHICAGO URGED TO DIVEST FROM IRAN.

[R2012-165]

The Committee on Human Relations submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Human Relations, for which a meeting was held on March 19, 2012, having had under consideration one resolution introduced by Alderman Michele Smith (43rd Ward) and others on February 15, 2012, this being the resolution calling upon the Municipal Employees Annuity and Benefit Fund of Chicago to divest from Iran, begs leave to recommend that Your Honorable Body do *Adopt* said resolution transmitted herewith.

* Professional Services (for example, TIF Consultant, Environmental, Traffic Engineers, A/E Legal, Soils Testing, Consultants) (all subject to City review and approval as provided in Section 23 C (i) of the Agreement)

This recommendation was concurred in by viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) JOSEPH A. MOORE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States Congress and President Obama support state and local efforts to increase economic pressure on Iran until it ceases development of nuclear weapons; and

WHEREAS, Iran functions as the world's state supporter of global terrorism, which has repeatedly resulted in the deaths of American civilians and service-members; commits widespread human rights violations upon its own citizenry; has explicitly called for the destruction of the State of Israel; and is actively seeking nuclear weapon capacity; and

WHEREAS, On July 1, 2010, President Obama signed into law the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (CISADA). The Act amends the Iran Sanctions Act of 1996 (ISA) which requires sanctions be imposed or waived for companies that are determined to have made certain investments in Iran's energy sector; and

WHEREAS, CISADA grants greater authority to local and state governments to divest their funds from parties involved in Iran's energy sector insofar as such efforts do not violate the Employment Retirement Income Security Act; and

WHEREAS, Twenty-four states and thirteen metropolitan governments have already enacted divestment legislation or policies, including the State of Illinois through Public Act 95-052, which applied only to the five state pension systems; and

WHEREAS, The Municipal Employees Annuity and Benefit Fund of Chicago currently has investments in companies linked to Iran's energy sector; now, therefore,

Be It Further Resolved, That the City Council of the City of Chicago, do hereby calls upon the Municipal Employees Annuity and Benefit Fund of Chicago fund to fully divest from the companies within the Fund who have exposure to Iran's energy sector, and block the future purchase of any further shares in the companies that would create exposure to Iran's energy sector.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

LICENSE EXTENSION FOR OPERATION OF TOUR BOATS ON CHICAGO RIVER.
[O2012-1562]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Rahm Emanuel at the request of the Commissioner of Transportation (which was referred on March 14, 2012), authorizing a license extension for tour boats, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Capplemen, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council, pursuant to an ordinance passed on March 9, 2005 (appearing at pages 43788 through 44069 of the *Journal of the Proceedings of the City Council of the City of Chicago*) (the "Ordinance"), authorized two agreements for the docking of tour boats on the Chicago River, e.g., (i) a license agreement with Mercury Skyline Yacht Charters, Inc. and Mercury Sightseeing Boats, Inc. (collectively, "Mercury"), and (ii) a license agreement with Wendella Sightseeing Company Incorporated ("Wendella"). ("Mercury" and "Wendella" shall be collectively known as the "Companies"); and

WHEREAS, On March 9, 2005, agreements with the Companies (known collectively as the "Original Agreements") were entered into pursuant to the Ordinance, which were for a five year term with two one-year extension options; and

WHEREAS, To provide continuity of service, the City, pursuant to Section 2-40-030 (1), on March 9, 2012, extended the date of the Original Agreements, pursuant to a Right-of-Entry Amended License Agreement, for an additional 30 day period, subject to further extension (upon written notice to the Companies, and provided that they are not in default), for an additional 60 day period, for a maximum extension period of 90 days that will expire on June 6, 2012 ("March 2012 Extension"); and

WHEREAS, Pursuant to the March 2012 Extension, both Mercury and Wendella agreed to increases in the amounts that they paid to the City for the license agreements, e.g., Mercury agreed to pay the City, for the 2012 season, a yearly license fee of \$169,453.26 (a 5 percent increase over the 2011 fee), and Wendella agreed to pay the City, for the 2012 season, a yearly license fee of \$281,419.95 (also a 5 percent increase over the 2011 fee); and

WHEREAS, Notwithstanding Section 4-250-080, the City and the Companies now wish to extend the Original Agreements for an additional period, beginning when the March 2012 Extension expires, and ending no later than December 31, 2012; and

WHEREAS, Such new extension will be on the same terms and conditions as the Original Agreements, but will be for the increased amounts in the March 2012 Extensions, as provided above; and

WHEREAS, During the term of the March 2012 Extension, 30 percent of the yearly license fee due under the Agreement will be due and payable by the Companies, and therefore, provided it is paid, the remaining 70 percent of such amount will be due and payable under the new extensions authorized by this Ordinance (\$118,596.28 for Mercury, and \$196,993.97 for Wendella); and

WHEREAS, If the extensions are entered into for a period ending before December 31, 2012, the Commissioner of CDOT and the Companies may agree to such lesser amounts to be paid by the Companies; now, therefore,

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

1. Incorporation Of Recitals. The above recitals are incorporated into the Ordinance as if fully set forth herein.
2. Approval Of Extension Of The Agreements. The Original Agreements are extended from the expiration of the March 2012 Extensions, through no later than December 31, 2012, on the same terms and conditions, with the exception of the increased license fee payments, as described in the above recitals.
3. Effective Date. This ordinance is effective upon its passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.33 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. ARMITAGE AVE.

[O2012-1367]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

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 March 14, 2012), to amend the Municipal Code by lifting subsection 4-60-022 (30.33) to allow the issuance of

additional alcoholic liquor licenses on portion of West Armitage Avenue, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(30.33) On West Armitage Avenue, from North Lowell Avenue to North Kedvale Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE TO MODIFY RESTRICTIONS ON ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF E. 47TH DR., S. CORNELL DR. AND E. 55TH ST.

[O2012-1348]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Will Burns (which was referred on March 14, 2012), to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses on portions of East 47th Drive, South Cornell Drive and East 55th Street, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language and deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(4.38) On 47th Drive, from Cornell Drive to Lake Park ~~Dorchester~~ Avenue, thence on 47th Street, from Lake Park Avenue to Woodlawn Avenue; on all portions of Cornell Drive north of 47th Drive; and on the north side only of 55th Street, from Lake Park Avenue to Harper Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language and deleting the language struck through, as follows:

4-60-023 Restrictions On Additional 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.)

(4.38) On 47th Drive, from Cornell Drive to Lake Park ~~Dorchester~~ Avenue, thence on 47th Street, from Lake Park Avenue to Woodlawn Avenue; on all portions of Cornell Drive north of 47th Drive; and on the north side only of 55th Street, from Lake Park Avenue to Harper Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 12.199 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF S. KEDZIE AVE.

[O2012-1430]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman George Cárdenas (which was referred on March 14, 2012), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (12.199) to allow the issuance of additional package goods licenses on portion of South Kedzie Avenue, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional 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.)

~~(12.499) On Kedzie Avenue, from 26th Street to 31st Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 20.293 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTIONS OF W. 47TH ST.

[O2012-1375]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Willie Cochran (which was referred on March 14, 2012), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (20.293) to allow the issuance of additional package goods licenses on portions of West 47th Street, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional 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.)

~~(20-293) On 47th Street, from Wood Street to Wolcott Avenue, and on the north side of 47th Street, from Wolcott Avenue to Winchester Avenue; and on both sides of 47th Street, from Winchester Avenue to Damen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 30.39 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTIONS OF N. CENTRAL AVE. AND W. BELMONT AVE.
[O2012-1317]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

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 March 14, 2012), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (30.39) to allow the issuance of additional package goods licenses on portion of North Central Avenue, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional 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.)

~~(30.39) On North Central Avenue, from West Barry Avenue to West Belmont Avenue; and on the south side of West Belmont Avenue, from North Central Avenue to North Linder Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 43.64 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. NORTH AVE.

[O2012-1368]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Michelle Smith (which was referred on March 14, 2012), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses on portion of West North Avenue, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 (43.64), 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.)

(43.64) On the south side of North Avenue, from Sedgwick Street to Larrabee Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-160-130 OF MUNICIPAL CODE TO FURTHER
REGULATE HOURS OF OPERATION OF OUTDOOR PATIOS WITHIN CENTRAL
BUSINESS DISTRICT.

[SO2012-1404]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Brendan Reilly (which was referred on March 14, 2012), to amend the Municipal Code of Chicago regarding hours of operation for outdoor patios in the central business district, 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 April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-130 of the Municipal Code is hereby amended by adding the language underscored, as follows:

4-60-130 Hours Of Operation.

(a) (1) Except as provided in paragraph (a) (2) of this subsection, no person licensed hereunder as a retailer of alcoholic liquor shall sell, permit to be sold, or give away any alcoholic liquor between the hours of 2:00 A.M. and 7:00 A.M., on Mondays through Saturdays and between the hours of 3:00 A.M. and 11:00 A.M., on Sundays, except that when a Sunday falls on Christmas Eve and New Year's Eve, the sale of package goods liquor may commence at 8:00 A.M. on said Sundays.

(Omitted text is unaffected by this ordinance.)

(c) (1) Except as provided in paragraph (c)(2), no No person licensed to operate an outdoor patio shall sell, serve or allow the sale or service of alcoholic liquor for consumption in the outdoor, privately owned portion of the licensed premises on Saturdays and Sundays, between 12:01 A.M. and the legally established hour of opening, or on Sundays through Thursdays, between the hours of 11:00 P.M. and the legally established hour of opening on the following day.

(2) No person licensed to operate an outdoor patio located in the central business district, as that term is defined in section 9-4-010, shall sell, serve or allow the sale or service of alcoholic liquor for consumption in the outdoor, privately owned portion of the licensed premises between 12:01 A.M. and the legally established hour of opening. The provisions of this paragraph (c)(2) shall expire on December 1, 2012 and the hours of operations for an outdoor patio located in the central business district shall then be as set forth in paragraph (c)(1).

(Omitted text is unaffected by this ordinance.)

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

Re-Referred -- AMENDMENT OF SECTION 17-11-0200 OF MUNICIPAL CODE TO EXTEND DEADLINE FOR COMPLIANCE OF BUSINESS ESTABLISHMENTS WITH LANDSCAPE ORDINANCE REGARDING ACCESSORY VEHICLE USE AREAS.

[O2012-1369]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Reboyras (which was referred on March 14, 2012), begs leave to recommend that Your Honorable Body *Re-Refer* the ordinance which is transmitted herewith to the Committee on Zoning, Landmarks and Building Standards.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 10, 2012.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, 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 Zoning, Landmarks and Building Standards* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF CHAPTERS 1-4, 2-14, 2-102, 9-4, 9-100, 9-101 AND 9-102 OF MUNICIPAL CODE TO ESTABLISH CHILDREN'S SAFETY ZONES PROGRAM.

[SO2012-1473]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred an ordinance to establish a Children's Safety Zones program on portions of sundry streets, in document Number SO2012-1473, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by members of the Committee present, with 8 yeas and 3 nays.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Solis, Burnett, Ervin, Suarez, Mell, Austin, Colón, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Smith, Tunney, Moore, Silverstein -- 33.

Nays -- Aldermen Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Chandler, Waguespack, Sposato, Reilly, Arena, Cappleman, Pawar, Osterman -- 14.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-14-140 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-14-140 Vehicle Hearings Division.

(a) The department of administrative hearings shall operate a system of administrative adjudication of violations of ordinances regulating an automated speed enforcement system or an automated traffic law enforcement system, as those terms are defined in Section 9-4-010, and vehicular standing, parking and compliance in accordance with the applicable provisions of Chapter 9-100, Chapter 9-101 or Chapter 9-102 of this Code.

(b) The administrative adjudication system shall be operated within a vehicle hearings division created within the department of administrative hearings.

SECTION 2. Section 2-102-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-102-030 Commissioner -- Powers And Duties.

The commissioner of transportation shall have the following powers and duties:

(a) To control the design and construction of any subway or other mass transit project for local transportation purposes constructed by the city, to control the acquisition of rights-of-way for and the construction and maintenance of all such projects, and to acquire and operate or lease such projects, all as provided by law;

(Omitted text is unaffected by this ordinance.)

(s) To administer the program concerning decorative banners or other decorations designed to be placed on light poles that is provided for in Section 10-8-340 of the Code.

(t) To administer Chapters 9-101 and 9-102.

SECTION 3. Section 9-4-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-4-010 Definitions.

Whenever the following words and phrases are used in Chapters 9-4 through 9-103, they shall have the meanings respectively ascribed to them in this section:

(Omitted text is unaffected by this ordinance.)

"Authorized emergency vehicle" means any vehicle of any fire department or police department or the city's office of emergency management and communications and any repair, service or other emergency vehicle of a governmental agency or public service corporation authorized by the superintendent of police.

"Automated speed enforcement system" has the meaning ascribed to that term in Section 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.8.

"Automated speed enforcement system violation" or "violation of an automated speed enforcement system" means a violation of Section 9-101-020.

"Automated traffic law enforcement system" has the meaning ascribed to that term in Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6.

"Automated traffic law enforcement system violation" or "violation of an automated traffic law enforcement system" means a violation of Section 9-102-020.

"Bicycle" means every device propelled solely by human power upon which any person may ride, having two tandem wheels and including any device generally recognized as a bicycle though equipped with two front or two rear wheels.

(Omitted text is unaffected by this ordinance.)

SECTION 4. Chapter 9-100 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-100-045, by deleting the language struck through and inserting the language underscored, as follows:

Chapter 9-100 Administrative Adjudication Of Parking, ~~Or Compliance, Automated Traffic Law Enforcement System Or Automated Speed Enforcement System Violations.~~

9-100-010 Purpose -- Scope -- Adoption Of Rules And Regulations.

(a) The purpose of this chapter is to provide for the administrative adjudication of violations of ordinances defining compliance, automated speed enforcement system, and automated red-light traffic law enforcement system violations and regulating vehicular standing and parking within the city, and to establish a fair and efficient system for the enforcement of such ordinances. The administrative adjudication system set forth in this chapter is established pursuant to Division 2.1 of the Illinois Municipal Code and Sections 11-208.3, ~~and 11-208.6 and 11-208.8~~ of the Illinois Vehicle Code.

(b) The comptroller shall serve ex officio as the city's city traffic compliance administrator and in that capacity is authorized to:

(i) adopt, distribute, and process parking, compliance and automated ~~red-light traffic law enforcement system and automated speed enforcement system violation~~ notices and additional notices, collect money paid as fines and penalties for violations of parking, compliance and automated red light ordinances;

(Omitted text is unaffected by this ordinance.)

9-100-020 Violation -- Penalty.

(a) The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance, ~~automated speed enforcement system, or automated red-light traffic law enforcement system violation~~, shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in the traffic code, shall be imposed.

(Omitted text is unaffected by this ordinance.)

(d) The fines listed below shall be imposed for a violation of the following sections of the traffic code:

Traffic Code Section	Fine
9-102-020	\$100.00
<u>9-101-020</u>	
<u>(1)</u>	<u>\$35 if the recorded speed is 6 or more miles over the applicable speed limit, but less than 11 miles over such speed limit;</u>
<u>(2)</u>	<u>\$100 if the recorded speed is 11 or more miles per hour over the applicable speed limit.</u>

9-100-045 Notice Of Violation -- Automated Speed Enforcement System And Automated Traffic Law Enforcement System Violations.

(a) Subject to subsection (b) of this section, for each violation of Section 9-101-020 or Section 9-102-020, the department of finance shall mail a violation notice to the address

of the registered owner of the vehicle as recorded with the Secretary of State within 30 days after the Secretary of State notifies the traffic compliance administrator of the owner of such vehicle, but in no event later than 90 days after the violation; provided that if the vehicle is leased and the lessor has provided the name and address of the lessee in compliance with Section 9-100-140(c), the department of finance shall mail a violation notice to the lessee of the vehicle within 30 days after the lessor notifies the traffic compliance administrator of the name and address of lessee, but in no event later than 210 days after the violation. The notice shall include all applicable information required in Sections 11-208.3, 11-208.6 and 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3, 5/11-208.6 and 5/11-208.8.

(b)(1) No citation for a violation of Section 9-101-020 shall be issued until after the expiration of 30 days after the installation of a new automated speed enforcement system on a roadway. For any violation of Section 9-101-020 occurring during such 30-day period, the department of finance shall, within 30 days after receiving information about the registered owner of the vehicle from the Secretary of State, mail a warning notice to the registered owner of the vehicle used in the commission of the violation; provided that if the vehicle is leased and the lessor has provided the name and address of the lessee pursuant to Section 9-100-140(c), the department of finance shall mail a warning notice to the lessee of the vehicle within 30 days after the lessor notifies the traffic compliance administrator of the name and address of the lessee. The warning shall advise such owner or lessee that the vehicle was used in the commission of a violation of Section 9-101-020 and any further violations of the section will result in the issuance of a citation.

(2) In addition to the warning notice provided in subsection (b)(1), for the first violation of Section 9-101-020, the department of finance shall, within 30 days after receiving information about the registered owner of the vehicle from the Secretary of State, mail a warning notice to the registered owner of the vehicle used in the commission of the violation; provided that if the vehicle is leased and the lessor has provided the name and address of the lessee in compliance with Section 9-100-140(c), the department of finance shall mail a warning to the lessee of the vehicle within 30 days after the lessor notifies the traffic compliance administrator of the name and address of lessee. The warning notice shall advise such owner or lessee that the vehicle was used in the commission of a violation of Section 9-101-020 and any further violations of the section will result in the issuance of a citation. After the first warning notice issued to the owner or lessee pursuant to this subsection (b)(2), the department of finance shall issue a notice of violation in compliance with subsection (a).

(c) Prior to the issuance of any notice of a violation, the determination of the violation of Section 9-101-020 or Section 9-102-020, and the review of that determination, shall be in accordance with the provisions of subsection (b)(3) of Section 11-208.3 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3.

(d) A notice of violation served in accordance with this section shall be prima facie evidence of the correctness of the facts shown on the notice.

9-100-050 Determination Of Liability.

(a) A person on whom a parking, or compliance, automated speed enforcement system or automated traffic law enforcement system violation notice has been served pursuant to Section 9-100-030, or Section 9-100-045 ~~9-102-030 or Section 9-103-030~~ shall within seven days from the date of the notice: (1) pay the indicated fine; or, in the manner indicated on the notice, either (2) submit the materials set forth in Section 9-100-070 to obtain an adjudication by mail; or (3) request an administrative hearing as set forth in Section 9-100-080 to contest the charged violation. A response by mail shall be deemed timely if postmarked within seven days of the issuance of the notice of violation.

(b) If the respondent submits documentary evidence to obtain an adjudication by mail pursuant to Section 9-100-070, the city traffic compliance administrator shall send the respondent a copy of the administrative law officer's determination in accordance with subsection (f) herein.

(c) If the respondent requests an administrative hearing to contest the cited violation pursuant to Section 9-100-080, the city traffic compliance administrator shall notify the respondent in writing of the location and time available for a hearing in accordance with subsection (f) herein.

Where a respondent who has requested an administrative hearing either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of ~~parking or compliance violation liability, as the case may be,~~ shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of a determination of liability, or 25 days of issuance of a determination of liability for a violation of an automated speed enforcement system or an automated traffic law enforcement system, will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the city. The city traffic compliance administrator will cause a notice of hearing providing this information to be sent to the respondent in accordance with subsection (f) herein.

(d) If no response is made in accordance with subsection (a) of this section, the city traffic compliance administrator shall cause a second notice of violation to be sent to the respondent in accordance with subsection (f) herein. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication by mail or request a hearing to contest the violation. If the respondent requests an administrative hearing to contest the cited violation, the city traffic compliance administrator will cause a notice of hearing to be sent to the respondent as provided in subsection (c) herein.

If the respondent fails to pay the indicated fine, submit documentary evidence to obtain an adjudication by mail, or request a hearing to contest the charged violation within 14 days from the date of such notice, or prove compliance as provided in subsection (7) of

Section 9-100-060, a determination of liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of the determination of liability, or 25 days of issuance of a determination of liability for a violation of an automated speed enforcement system or an automated traffic law enforcement system, will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the city. The second notice of violation shall provide the above information.

(e) Failure by any respondent to pay the fine for a parking or compliance violation within 21 days of the issuance of the determination of liability, or 25 days of issuance of a determination of liability for a violation of an automated speed enforcement system or an automated traffic law enforcement system, will automatically subject the respondent to a penalty for late payment. The penalty for late payment shall be an amount equal to the amount of the fine for the relevant parking or compliance violation.

(f) The city traffic compliance administrator shall serve the notice of hearing, the second notice of violation, the administrative law officer's determination, the notice of final determination of liability, the notice of impending vehicle immobilization and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the city vehicle as recorded with the Secretary of State of Illinois. If the vehicle is registered in a state other than Illinois, the city traffic compliance administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles. In the event a mailing sent pursuant to this section is returned as undeliverable, subsequent mailings may be sent to the address of the registered owner of the city vehicle as recorded with the United States Postal Service.

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

(a) Except as otherwise provided in subsection (b d) of this section, a person charged with a parking or compliance violation may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

(1) that the respondent was not the owner or lessee of the cited vehicle at the time of the violation;

(2) that the cited vehicle or its state registration plates were stolen at the time the violation occurred;

(3) that the relevant signs prohibiting or restricting parking were missing or obscured;

(4) that the relevant parking meter was inoperable or malfunctioned through no fault of the respondent;

(5) that the facts alleged in the parking or compliance violation notice are inconsistent or do not support a finding that the specified regulation was violated;

(6) that the illegal condition described in the compliance violation notice did not exist at the time the notice was issued;

(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 registration plates, temporary registration or temporary permits under subsection (f) of Section 9-76-160; to compliance violations relating to glass coverings or coating under Section 9-76-220; or to compliance violations involving the use of a mobile, cellular, analog wireless or digital telephone while driving a motor vehicle under Section 9-76-230.

(b) A person charged with violating Section 9-101-020 or Section 9-102-020 may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following applicable grounds with appropriate evidence to support:

(1) for violations of Section 9-101-020 that:

(i) the operator of the vehicle was issued a Uniform Traffic Citation for a speeding violation occurring within one-eighth of a mile and 15 minutes of the violation that was recorded by the system;

(ii) the facts alleged in the violation notice are inconsistent or do not support a finding that Section 9-12-070, 9-12-075, or 9-12-077 was violated;

(2) for violations of Section 9-102-020 that:

(i) the operator of the vehicle was issued a Uniform Traffic Citation for a violation of Section 9-8-020(c) or Section 9-16-030(c);

(ii) the operator of the vehicle passed through the intersection when the light was red either to yield the right-of-way to an emergency vehicle or as part of a funeral procession; or

(iii) the facts alleged in the violation notice are inconsistent or do not support a finding that Section 9-8-020(c) or Section 9-16-030(c) was violated

(3) the violation occurred at any time during which the vehicle or its state registration plates were reported to a law enforcement agency as having been stolen and the vehicle or its plates had not been recovered by the owner at the time of the alleged violation;

(4) the vehicle was leased to another and the lessor has provided the name and address of the lessee in compliance with Section 9-100-140(c);

(5) the vehicle was an authorized emergency vehicle; or

(6) the respondent was not the registered owner or lessee of the cited vehicle at the time of the violation.

(c) Where the lessor complies with subsection (b)(4), the lessee of the vehicle at the time of the violation shall be deemed to be the owner of the leased vehicle for purpose of this chapter. The department of finance, within 30 days of being notified by the lessor of the name and address of the lessee, shall mail the lessee a citation which contains the information required under Section 9-100-045; provided that service of the violation notice shall not occur more than 210 days after the violation.

(bd) Compliance violations involving the use of mobile, cellular, analog wireless or digital telephones under Section 9-76-230 may not be contested through an adjudication by mail.

9-100-070 Adjudication By Mail -- Procedure.

(a) Administrative hearings to review materials submitted for the adjudication by mail of ~~parking and compliance violations cited pursuant to Section 9-100-030~~ shall be held by an administrative law officer appointed by the city traffic compliance administrator and conducted in accordance with this section.

(b) The respondent may contest a ~~parking or compliance~~ violation based on one or more of the applicable grounds provided in Section 9-100-060, by mailing to the department of revenue the following materials and information: the notice of violation, the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge. A photocopy of any documentary evidence submitted by any party shall be accepted as the equivalent of the original document.

(c) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or compliance violation notice, or a copy thereof, issued in accordance with Section 9-100-030, a notice of violation of an automated speed enforcement system or of an automated traffic law enforcement system issued in accordance with Section 9-100-045 shall be prima facie evidence of the correctness of the facts specified therein.

(d) Upon review of the materials submitted in accordance with subsection (b) herein, the administrative law officer shall enter a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in Section 9-100-020. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

9-100-080 Administrative Hearings -- Procedure.

(a) Administrative hearings for the adjudication of parking, ~~and compliance, violations issued pursuant to Section 9-100-030~~ automated speed enforcement system or automated traffic law enforcement system violations shall be held before an administrative law officer appointed by the city traffic compliance administrator and conducted in accordance with this section.

(Omitted text is unaffected by this ordinance.)

(e) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or compliance violation notice, or a copy thereof, issued and signed in accordance with Section 9-100-030 or a notice of violation of an automated speed enforcement system or an automated traffic law enforcement system issued in accordance with Section 9-100-045 shall be prima facie evidence of the correctness of the facts specified therein.

(Omitted text is unaffected by this ordinance.)

9-100-101 Installment Payment Plans.

(a) The traffic compliance administrator may establish a program allowing the payment of parking, compliance, or automated ~~camera speed enforcement system or automated traffic law enforcement system~~ penalties, administrative fees, and related collection costs or attorney's fees pursuant to Section 1-19-020 or 1-19-030, in installments under the following conditions:

(Omitted text is unaffected by this ordinance.)

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

(A) For a vehicle owner who is a participant in a qualifying assistance program, the lesser of \$250.00 or 25 percent of the vehicle owner's combined liability for parking, compliance, and automated ~~camera speed enforcement system or automated traffic law enforcement system~~ fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date. The director of revenue shall waive any administrative fee provided for in subparagraph (a)(2)(B)(iv) if the owner is in a qualifying assistance program and participates in an installment plan. "Qualifying assistance program", for purposes of this section, means any of the following: the Illinois Low-Income Home Energy Assistance Program (L.I.H.E.A.P.); the Housing Subsidy Program For Renters, administered by the

United States Department of Housing and Urban Development under the Federal Housing Act of 1937, as amended (Section 8 Program); the Supplemental Security Income Program administered by the United States Social Security Administration (S.S.I.); the Medicaid Program administered by the Illinois Department of Public Aid; the Nutrition Assistance Program administered by the United States Department of Agriculture, Food and Nutrition Service (food stamps); the Temporary Assistance for Needy Families (TANF) program administered by the United States Department of Health and Human Services, the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and any federal or state unemployment compensation system, including, but not limited to, the system of unemployment compensation established under the Illinois Unemployment Insurance Act, as amended. The minimum initial payment amount under this paragraph (a)(3)(A) shall also be available to: high school, college, vocational school or trade school students with a valid school identification card; persons 65 years of age or older; persons who have claimed the Earned Income Tax Credit on their state or federal individual income tax return for the most recent tax year; persons receiving worker's compensation income benefits; active military duty service members, Reservists and the members of the National Guard while on active duty; and persons whose liability for fines and penalties remains after obtaining a bankruptcy discharge; and persons who have received a notice of foreclosure, entered into a consent foreclosure, gave a deed in lieu of foreclosure, or have had a judgment of foreclosure entered, on their primary residence within three years prior to the date of the application for an installment plan pursuant to this section.

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

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

(Omitted text is unaffected by this ordinance.)

9-100-120 Immobilization Program.

(a) The city traffic compliance administrator is hereby authorized to direct and supervise

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

(b) When the registered owner of a vehicle has accumulated (i) three or more final determinations of liability or (ii) two notices which are more than one year past the date of issuance, for parking, compliance, ~~or automated camera~~ a violation of an automated traffic law enforcement system, ~~including a final determination of liability for a violation of Section 9-102-020, a violation of an automated speed enforcement system violation, or a~~ violation of Section 9-105-020, in any combination, for which the fines, penalties, administrative fees provided for in Section 9-100-101, or related collection costs and attorney's fees pursuant to Section 1-19-020 or Section 1-19-030, if applicable, have not been paid in full, the city traffic compliance administrator shall cause a notice of impending vehicle immobilization to be sent, in accordance with Section 9-100-050(f). The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking, compliance or automated camera violation notices which have resulted in final determination of liability or which are more than one year past the date of issuance for which the fines or penalties remain unpaid. Failure to pay the fines and penalties owed within days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would conclusively disprove liability within 21 days of the date of the notice. Documentary evidence which would conclusively disprove liability shall be based on the following grounds:

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

(2) That the registered owner has not accumulated three or more final determinations, or two notices which are more than one year past the date of issuance, of parking, compliance, automated speed enforcement system violation, or ~~automated camera~~ traffic law enforcement system violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued; or

(3) In the case of a violation of Section 9-102-020, Section 9-101-020, or Section 9-105-020, that the registered owner has not been issued a final determination of liability under Section 9-100-100 ~~9-102-060~~ or Section 9-105-060.

(Omitted text is unaffected by this ordinance.)

~~(j) This section shall be subject to the City of Chicago Parking and Compliance Fines and Penalties Amnesty Ordinance of 2008.~~

9-100-130 Driver's License Suspension.

(a) When a person has failed to pay any fine or penalty due and owing pursuant to this chapter on ten or more parking or compliance violations, or five or more automated ~~red light~~ traffic law enforcement system violations or automated speed enforcement system violations, or combination thereof, the city traffic compliance administrator shall cause a notice of impending driver's license suspension to be sent, in accordance with Section 9-100-050(f). The notice shall state that failure to pay the amount owing within 45 days of the date of the notice will result in the city's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings pursuant to Section 6-306.5 of the Illinois Vehicle Code.

(Omitted text is unaffected by this ordinance.)

9-100-140 Lessor Of Vehicle Not Liable For Violations -- When.

(a) In accordance with Section 11-1306 of the Illinois Vehicle Code, no person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for a violation of any standing or parking regulation of this chapter involving such vehicle during the period of the lease if upon receipt of a notice of violation sent ~~with~~ within 120 days of the violation he shall, within 60 days thereafter, provide to the city traffic compliance administrator the name and address of the lessee.

(b) Upon receipt of a lessor's notification of the name and address of his lessee, provided pursuant to Sections 11-1305 or 11-1306 of the Illinois Vehicle Code, the city traffic compliance administrator shall cause a notice of violation to be sent to the lessee as provided for in Section 9-100-050(d).

(c) No person who is the lessor of a motor vehicle pursuant to a written lease agreement shall be liable for a violation of Section 9-101-020(a) or Section 9-102-020(a) during the period of the lease; provided that upon request from the department of finance received within 120 days after the violation occurred, the lessor provides within 60 days after the receipt the name and address of the lessee. Upon receipt of the information from the lessor, the lessee shall be issued a notice of violation pursuant to section 9-100-045. Any lessor who fails to provide the lessee's name and address after requested by the department of finance pursuant to this section shall be liable for the violation.

SECTION 5. The Municipal Code of Chicago is hereby amended by repealing Chapter 9-101 in its entirety and inserting a new Chapter 9-101 as follows:

9-101-010 Purpose -- Establishment Of Automated Speed Enforcement Program; Definitions.

(a) The purpose of this chapter is to establish an automated speed enforcement system, which shall be administered by the department of transportation, in consultation with the office of emergency management and communications and the department of finance, and enforced through a system of administrative adjudication within the department of administrative hearings.

(b) The automated speed enforcement system shall utilize technology which detects, through radar or other means, the speed of a vehicle operated in violation of Section 9-12-070, 9-12-075 or 9-12-077 and which records, through photographic or other means, the vehicle and the vehicle registration plate of the vehicle. Detection and recording devices used by the system may be stationary or mobile.

(c) The terms "automated speed enforcement system", "owner", "recorded image" and "safety zone" have the meanings ascribed to those terms in subsection (a) of Section 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.8(a).

(d) The automated speed enforcement system shall be operated only at such times and in such locations as is authorized by Section 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.8, and shall be subject to all of the requirements applicable to those systems in that section and in Section 11-208.3 of that Code, 625 ILCS 5/11-208.3.

(e) The department of transportation, in consultation with the office of emergency management and communications, the police department and the department of finance, shall adopt rules and regulations as may be necessary for the proper enforcement and administration of this chapter.

9-101-020 Automated Speed Enforcement System Violation -- Speed Limit.

(a) The registered owner of record of a vehicle is liable for a violation of this section and a fine when the vehicle is used in violation of Section 9-12-070, 9-12-075 or 9-12-077 and that violation occurred in a safety zone and a recorded image was recorded by a automated speed enforcement system and the recorded speed is six or more miles per hour in excess of the applicable speed limit.

(b) The automated speed enforcement system shall be operational and violations of subsection (a) shall be recorded only at the following times:

(1) if the safety zone is based upon the property line of any facility, area or land owned by a school district, only on school days and no earlier than 7:00 A.M. and no later than 7:00 P.M., Monday through Friday; and

(2) if the safety zone is based upon the property line of any facility, area or land owned by a park district, during the time the facility, area or land is open to the public or other patrons.

(c) A recorded image of a violation obtained by the automated speed enforcement system that has been reviewed in accordance with Section 11-208.3(b)(3) of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 shall be prima facie evidence of a violation of subsection(a).

(d) The amount of the fine shall be as set forth in Section 9-010-020(d).

(e) The provisions of this section are subject to Sections 11-208.3 and 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 and 11-208.8 and the defenses specified in Section 9-100-060(b).

(f) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Section 9-12-070, 9-12-075 or 9-12-077.

(g) No citation for a violation of this section shall be issued until after the expiration of 30 days after the installation of a new automated speed enforcement system on a roadway; provided that the owner or lessee of the registered vehicle used in the commission of the violation shall be mailed a warning notice of such violation in compliance with Section 9-100-045.

9-101-030 Notice Of Violation, Administrative Adjudication, And Determination Of Liability.

(1) The notice of violation, determination of liability, and administrative adjudication procedures for violations of Section 9-101-020 shall be as set forth in Chapter 9-100.

(2) For the first violation of Section 9-101-020, the department of finance shall mail a warning that complies with Section 9-100-045.

9-101-040 Standards Of Operation -- Compliance With Statute.

(a) The operation of an automated speed enforcement system, including the placement and posting of signs, statistical analysis reporting requirements or any information required to be available to the public on the city's website shall comply with the applicable provisions of Section 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.8.

(b) The training of technicians and testing of the equipment used in an automated speed enforcement system shall comply with Section 11-208.3 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3.

(c) The commissioner of transportation is authorized to post signs in conformance with the Manual on Uniform Traffic Control Devices and Illinois Vehicle Code which indicate that a roadway is being monitored by an automated speed enforcement system and the speed limit. The commissioner is further authorized to post signs which indicate that an area is a safety zone.

9-101-050 Number And Placement Of Automated Speed Enforcement Systems.

(a) No more than 20% of all eligible safety zones shall be equipped with an automated speed enforcement system.

(b) The commissioner of transportation shall divide the city into 6 geographical regions for purposes of installing automated speed enforcement systems in eligible safety zones within those regions. No less than 10% of the total number of eligible safety zones authorized in subsection (a) shall be installed in each region.

(c) The commissioner of transportation shall notify an alderman of the installation of an automated speed enforcement system in the ward prior to its installation.

9-101-060 Limits On Expenditures Of Net Proceeds.

(a) The net proceeds received from civil penalties imposed for a violation of an automated speed enforcement system pursuant to this chapter, after deducting all non-personnel and personnel costs associated with the operation and maintenance of such system, shall be maintained in separate accounts and shall be expended or obligated, subject to appropriation by the City Council, only for the purposes specified in subsection (d) of Section 11-208.8 of the Illinois Vehicle Code, 625 ILCS 5/11-208.8(d).

SECTION 6. Chapter 9-102 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-102-015, by deleting Sections 9-102-050, 9-102-060 and 9-102-070, by adding the language underscored and by deleting the language struck through, as follows:

9-102-010 Purpose -- Establishment Of Automated Red Light Camera Program.

(a) The purpose of this chapter is to provide for the establishment of an automated ~~red light violation enforcement~~ traffic law enforcement system which shall be administered by the department of transportation pursuant to powers delegated to that department by the traffic compliance administrator, in consultation with the office of emergency management and communications and the department of finance and enforced through a system of administrative adjudication within the department of administrative hearings.

(b) The system shall utilize a traffic control signal monitoring device which records, through photographic means, the vehicle and the vehicle registration plate of a vehicle operated in violation of Section 9-8-020(c) and Section 9-16-030(c). The photographic record shall also display the time, date and location of the violation.

(c) A program shall be established which utilizes an automatic ~~red-light~~ traffic law enforcement system at various vehicle traffic intersections identified by the department of transportation, with the advice of the police department and the office of emergency management and communications. The intersections chosen for the program shall be located throughout the city.

(d) The department of transportation, the office of emergency management and communications, the police department and the department of finance through the traffic compliance administrator shall adopt rules and regulations as may be necessary for the proper enforcement and administration of this chapter.

9-102-015 Definitions.

For purposes of this chapter, "Recorded image" has the same meaning ascribed to that term in Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6.

9-102-020 ~~Red-Light Violation~~ Automated Traffic Law Enforcement System Violation.

(a) The registered owner of record of a vehicle is liable for a violation of this section and the fine set forth in Section 9-100-020 when the vehicle is used in violation of Section 9-8-020(c) or Section 9-16-030(c) and that violation a recorded image of the violation is recorded by an automated traffic law enforcement system, a traffic control signal monitoring device as determined by a technician who inspects the recorded image created by the device. ~~A photographic recording of a violation obtained by a traffic control signal monitoring device and that has been inspected by a technician shall be prima facie evidence of a violation of this chapter. It shall be a defense to a violation of this section that:~~

~~(1) The operator of the vehicle was issued a uniform traffic citation for a violation of Section 9-8-020(c) or Section 9-16-030(c); or~~

~~(2) The violation occurred at any time during which the vehicle or its state registration plates were reported to a law enforcement agency as having been stolen and the vehicle or its plates had not been recovered by the owner at the time of the alleged violation; or~~

~~(3) The vehicle was leased to another, and, within 60 days after the notice was mailed to the owner, the owner submitted to the department of revenue the correct name and address of the lessee of the vehicle identified in the notice at the time of the violation, together with a copy of the lease agreement and any additional information as may be required by the department. Where the lessor complies with the provisions of this section, the lessee of the vehicle at the time of the violation shall be deemed to be the owner of the vehicle for purposes of this chapter. The department of revenue, within 30 days of being notified by the lessor of the name and address of the lessee, shall mail the lessee a notice which contains the information required under Section 9-102-030. For~~

~~the purposes of this chapter, the term "leased vehicle" shall be defined as a vehicle in which a motor vehicle dealership or manufacturer has, pursuant to a written document, vested exclusive possession, use, control and responsibility of the vehicle to the lessee during the periods the vehicle is operated by or for the lessee.~~

(b) The provisions of this section do not apply to any authorized emergency vehicle or where the technician inspecting the recorded image determines that the vehicle was lawfully participating in a funeral procession, or that the vehicle entered into the intersection in order to yield the right-of-way to an emergency vehicle.

(c) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Section 9-8-020(c) or Section 9-16-030(c).

(d) A recorded image of a violation obtained by the automated traffic law enforcement system that has been reviewed in accordance with Section 11-208.3(b)(3) of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 shall be prima facie evidence of a violation of subsection (a).

(e) The amount of the fine shall be as set forth in Section 9-100-020(d).

(f) The provisions of this section are subject to Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 and 11-208.6 and the defenses specified in Section 9-100-060(b).

9-102-030 Automated Red Light Violation Notice: Notice Of Violation -- Administrative Adjudication Determination Of Liability.

~~For each violation of Section 9-8-020(c) or Section 9-16-030(c) recorded by a traffic control signal monitoring device, the traffic compliance administrator shall mail an automated red light violation notice, within 30 days after receiving information about the registered owner of the vehicle from the Secretary of State, and in no event later than 90 days after the violation, to the registered owner of record of the vehicle used in the commission of the violation. The notice shall include the name and address of the registered owner of the vehicle; the vehicle make, if available and readily discernable, and registration number; the offense charged; the time, date and location of the alleged violation; the applicable fine and monetary penalty which shall be automatically assessed for late payment; information as to the availability of an administrative hearing in which the notice may be contested on its merits and the time and manner in which such hearing may be had; and that the basis of the notice is a photographic record obtained by a traffic control signal monitoring device.~~

The notice of violation, determination of liability, and administrative adjudication procedures for violations of Section 9-102-020 shall be as set forth in Chapter 9-100.

9-102-040 ~~Grounds For Adjudication By Mail Or Administrative Hearing: Standards Of Operation -- Compliance With Statute.~~

~~A person charged with violating Section 9-8-020(c) or Section 9-16-030(c) recorded by a traffic control signal monitoring device may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:~~

~~(1) That the operator of the vehicle was issued a uniform traffic citation for a violation of Section 9-8-020(c) or Section 9-16-030(c); or~~

~~(2) That the violation occurred at any time during which the vehicle or its state registration plates were reported to a law enforcement agency as having been stolen and the vehicle or its plates had not been recovered by the owner at the time of the alleged violation; or~~

~~(3) That the vehicle was leased to another, and, within 60 days after the notice was mailed to the owner, the owner submitted to the department of revenue the correct name and address of the lessee of the vehicle identified in the notice at the time of the violation, together with a copy of the lease agreement and any additional information as may be required by the department; or~~

~~(4) That the vehicle was an authorized emergency vehicle or was a vehicle lawfully participating in a funeral procession; or~~

~~(5) That the facts alleged in the violation notice are inconsistent or do not support a finding that Section 9-8-020(c) was violated; or~~

~~(6) That the respondent was not the registered owner or lessee of the cited vehicle at the time of the violation.~~

(a) The operation of an automated traffic law enforcement system, including the placement and posting of signs, statistical analysis reporting requirements or any information required to be available to the public on the city's website shall comply with the applicable provisions of Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 and 5/11-208.6.

(b) The training of technicians and testing of the equipment used in an automated traffic law enforcement system shall comply with Section 11-208.3 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3.

(c) The commissioner of transportation is authorized to post signs in conformance with the Manual on Uniform Traffic Control Devices and Illinois Vehicle Code which indicate that an intersection is being monitored by an automated traffic law enforcement system.

~~9-102-050 Determination Of Liability:~~

~~The determination of liability for a violation notice issued under this chapter shall be made in accordance with Sections 9-100-050, and 9-100-070 through 9-100-090.~~

~~9-102-060 Notice Of Final Determination:~~

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

~~(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of liability is sent shall constitute a debt due and owing the city which may be enforced in the manner set forth in Section 2-14-103 of this Code. Failure of the respondent to pay such fine or penalty within 21 days of the date of the notice may result in the immobilization of the person's vehicle pursuant to the procedures described in Section 9-100-120.~~

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

SECTION 7. Section 1-4-170 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

1-4-170 Reserved Reference To Statutes.

Whenever any section of this Code makes reference to the Illinois Compiled Statutes such reference shall be deemed to include the current statute in effect, or as thereafter amended, unless the context indicates otherwise.

SECTION 8. This ordinance takes effect July 1, 2012, following due passage and approval.

AGREEMENT WITH ALTA BICYCLE SHARE, INC. FOR OPERATION OF BICYCLE SHARING SYSTEM.

[O2012-1342]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred an ordinance to establish a bicycle sharing system on portions of sundry streets, in document Number O2012-1342, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 46.

Nays -- Alderman Fioretti -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago wishes to launch a large bikesharing system (the "System") in Chicago, to encourage healthful activity, decrease traffic congestion, improve the environment, and increase the amenities of the City, enhancing its reputation as a world-class, progressive city; and

WHEREAS, As part of this program, the City wishes to purchase and cause to be installed the System's infrastructure, including docking stations and bicycles, as well as appurtenant, informational signage and panels, and to procure the System's operation, marketing and maintenance; and

WHEREAS, The City has received a grant of \$18,000,000 from the federal government ("Grantor") to pay for the purchase and installation of the System's infrastructure, which will be supplemented and user fees related to the System; and

WHEREAS, The City expects that the rental fees paid by users will fund the operation and maintenance of the System, it being understood that, to the extent the rental proceeds exceed the operations and maintenance costs and the selected operator achieves performance requirements to be included in its agreement with the City, the City will pay performance incentives to the operator out of such profits; and

WHEREAS, The City has selected, pursuant to an RFP process, an operator, Alta Bicycle Share, Inc., to provide, install, operate, and maintain the System (the "Operator"); and

WHEREAS, Because the System provides revenue-generating opportunities for the City through advertisements and sponsorships of corporate advertising, the City issued an RFP to select one or more brokers for such sponsorships and advertising; and

WHEREAS, Pursuant to authority conferred by Section 2-32-055 of the Municipal Code, the Chief Financial Officer intends to enter into a contract with one or more brokers selected by an RFP process, and enter into agreements with such advertisers and sponsors; now, therefore,

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

1. Incorporation Of Recitals. The recitals to this ordinance are incorporated herein.
2. Establishment Of Fees. The Commissioner of Transportation, or his duly authorized designee, ("Commissioner") is authorized to establish the fee schedule, to be charged to users, for rental of the System's bicycles.
3. Location Of Bicycle Stations And Permitting. The Commissioner is authorized to identify and establish the sites at which System bicycle stations shall be located. The Commissioner may, in his discretion, include provisions in the agreement with the operator allowing for coordination and input from the operator regarding such sites. The City's Department of Transportation shall be responsible for securing and issuing the required permits. The City Council authorizes the Commissioner to, at no cost to the Operator, issue such permits as may be necessary or appropriate to the installation and operation of the bikesharing system on the public right-of-way. The City Council also authorizes the Commissioner to execute such lease agreements, easement agreements, license agreements, and other use and ancillary agreements as may be necessary or appropriate to locate and operate bikesharing system stations on public and private properties, including, without limitation on property owned by the Chicago Transit Authority, the Chicago Park District, the Board of Education, the Metropolitan Pier and Exposition Authority, Metra, universities and other public and private parties desiring to have such stations located on their properties (collectively, "Bikesharing Station Agreements"). Such Bikesharing Station Agreements shall be (i) on such terms and conditions as the Commissioner deems appropriate, including indemnification by the City, and (ii) in a form and substance satisfactory to the Commissioner and to the Corporation Counsel.

4. Authorization Of Agreement With Operator; Agreement(s) With Broker(s). The Commissioner is authorized to negotiate and enter into an agreement with the selected Operator, on substantially the terms as set forth on Exhibit 1, which is attached hereto and incorporated herein ("Operator Agreement Term Sheet"), with such changes and additional terms as are approved by the Commissioner. Nothing in this ordinance shall be construed in derogation of the authority granted to the Chief Financial Officer ("CFO") under Section 2-32-055 of the Municipal Code. The bikesharing system and associated equipment, informational signage and advertising panels shall be deemed "Assets" for the purposes of such section.

5. Revenues. Any revenues generated from the System will be used to fund the expenses of the System including but not limited to any performance incentives as described in the Agreement, and for any other Title 23 Federal-aid eligible transportation improvements or programs.

6. Effective Date. This ordinance shall be effective upon passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Operator Agreement Term Sheet.

Parties:

City of Chicago and Alta Bicycle Share, Inc. ("Alta") or ("Operator").

Term:

Initial 5 Year Term. City has the option to extend, on the same terms and conditions, for two additional periods of five years each.

Source Of Funding:

A majority of the funding will come from a grant from the Federal Highway Administration ("FHWA") in the amount of \$18,000,000 and other federal sources.

Elements Of Bicycle Share System:

A. Initial Purchase.

2012: Purchase of 3,000 bicycles, 301 stations (including docking station and technical platform).

Estimated Cost: \$17,027,714.

Software Licenses Fees: Included in cost of Operations.

Purchases Of Equipment After Initial Purchase: subject to the availability of funding, the City retains the option to purchase additional bicycles and stations, on the same terms and conditions as prior purchases subject to certain price escalations as determined in the Agreement.

Additional Station Installation Beyond First 301: \$5,200 per station.

B. Installation And Start-Up Costs.

Start Up Services and Costs (including marketing for system launch, creation of website, leasing of warehouse): Maximum Cost: \$2,454,755.

Installation Services And Costs: \$1,558,700.

C. Operation, Support And Maintenance.

Operation and Support and Maintenance include, but are not limited to the following services: ongoing marketing; operation of website; provision of call center for use by the public; bicycle redistribution; on-street bike checking; bike and station maintenance.

Financial Arrangement For Operation And Maintenance:

Costs: The Operator will be reimbursed for actual Operation and Maintenance Costs, which will be estimated in an annual budget negotiated between CDOT and the Operator. The total amount of such budget will act as a cap over which Operator may not seek reimbursement ("Annual Cost Cap"). Operator will be paid for actual costs incurred, and only in categories of costs included in the annual budget. Categories of costs in the budget may not be exceeded without Commissioner approval. Operator is otherwise responsible for any costs that exceed the Annual Cost Cap.

Source Of Payment: Operation and Maintenance Costs will paid out of System revenues unless otherwise directed by the City.

Year 1: Annual Cost Cap for Operation And Maintenance: \$7,837,356.

Due to both the uncertainty in adoption rates inherent this System, which is novel in Chicago in size and scope, and the City's strong desire that the System ultimately be a success for the reasons stated herein, in Year 1, the City shall be responsible for 90 percent

of any shortfall between revenues from the System and actual costs incurred up to the Annual Cost Cap. Therefore, in Year 1, the City will be entitled to keep 90 percent of the excess in revenues over actual costs incurred up to the Annual Cost Cap even if Operator meets all performance benchmarks.

Thereafter, the City and Operator shall determine an Annual Cost Cap for operations, an Annual Loss Cap, and the corresponding performance benchmarks and incentive payments as part of annual budget negotiations. It is expected that revenues from bike rentals shall be sufficient to cover all operations and maintenance costs. In the event that operating costs exceed operating revenues the Operator will absorb these losses up to an Annual Loss Cap.

After the first year, if Operations and Maintenance Costs significantly exceed the revenues from the System, and system losses exceed the Annual Loss Cap, the parties must undertake the following actions designed to decrease costs and ensure financial self-sufficiency while maintaining high quality service, in the following order: (i) provided that they do not significantly impact performance standards, undertake actions that will lead to a decrease in Operation and Maintenance Costs, then (ii) if the foregoing actions do not prove fruitful, revise benchmarks and incentive payments for the agreement and finally (iii) the parties may recalibrate the bike share system requirements and amend the Agreement to reduce costs and increase revenues with the aim of fiscal self-sustainability. Any revisions affecting scope, performance standards, or compensation must be made by written amendment to the Agreement; any substantial changes pursuant to (iii) above may require approval by City Council.

Incentive Payment Structure: Incentive payments will be paid to Operator, based upon Operator's meeting of defined performance benchmarks. Incentive payments will be paid only to the extent that revenues from rental fees exceed Operational Costs incurred pursuant to the annual approved budget. Incentive fees may not exceed 70 percent of such profits in any calendar year.

Other Important Provisions.

Site Selection: The Operator shall recommend siting, and the Commissioner retains final authority over site selection. Station placement will be subject to certain engineering siting criteria, including the distance from the nearest station.

Rate: The Operator shall recommend a rate structure to the Commissioner. The Commissioner retains final authority over bike rental rates. The rate structure will be consistent with peer systems in North America. Annual membership rates will range from between \$60 -- \$85 and one-day usage rates will range from \$4 -- \$7.

Early Termination: The City has the right to early termination pursuant to the Agreement.

Bike Rental Agreement With Users: Users are required to sign Bike Rental Agreements. The City is not a party. The Operator and users agree to hold City harmless from all liability. Operator agrees to keep all data confidential.

Indemnity: Operator indemnifies the City for all losses arising or relating to Operator's negligence or wrongful acts or omissions. Operator indemnifies the City for patent infringement.

Warranties: Equipment warranty is five years for all equipment.

Insurance: Alta will provide insurance coverage, and list the City as an additional insured on its insurance policies, for types of insurance, and in coverage amounts, to be approved by City Comptroller's Office.

Missing And Damaged Bicycles: The Operator is responsible for all missing and damaged bicycles beyond the first 1 percent of the number of bikes in the current fleet. The Operator will be required to maintain the fleet at a certain level and in working order.

Compliance With Grant: Operator will agree to comply with all terms of the federal grant.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES.

[SO2012-2218]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred proposed ordinances to establish and amend loading zones on portions of sundry street, 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) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandier, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Capplemann, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours specified:

Establishment Of Loading Zones:

Ward	Location
1	West North Avenue (south side) from a point 225 feet east of North Milwaukee Avenue to a point 20 feet east thereof -- no parking loading zone -- 9:00 A.M. to 4:00 P.M. -- 6:00 P.M. to 10:00 P.M. -- Monday through Friday and 9:00 A.M. to 10:00 P.M. -- Saturday and Sunday -- tow-away zone (12-00130569);
1	North Ashland Avenue (east side) from a point 370 feet north of North Milwaukee Avenue to a point 50 feet north thereof -- no parking loading zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (11-04220994);
2	South Wabash Avenue (east side) from a point 396 feet north of East 18 th Street to a point 25 feet north thereof -- no parking loading zone -- 5:00 P.M. to 11:00 P.M. -- Wednesday through Sunday (12-00130628);
8	South South Chicago Avenue (east side) from a point 284 feet north of South Yates to a point 41 feet north thereof -- reserved disabled loading zone -- 7:00 A.M. to 5:00 P.M. -- Sundays -- 2% disabled parking (12-00669169);

Ward	Location
23	West 48 th Street (north side) from a point 30 feet west of South Cicero Avenue to a point 40 feet west thereof -- no parking loading zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (11-04113716);
24	West Cermak Road (south side) from a point 82 feet east of South Troy Street to a point 28 feet east thereof -- disabled parking -- Monday through Friday -- 6:00 A.M. to 8:00 P.M. -- Saturday, 8:00 A.M. to 12:00 P.M. (11-04119834);
25	South Leavitt Street (east side) from a point 30 feet south of West 19 th Street to the first alley south thereof -- no parking loading zone -- 8:00 A.M. to 9:00 P.M. -- Monday through Friday -- tow-away zone (11-04161540);
25	West Cermak Road (south side) from a point 205 feet east of South Hoyne Avenue to a point 15 feet east thereof -- no parking loading zone -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (12-00201417);
27	West Randolph Street (north side) from a point 10 feet west of North Peoria Street to a point 45 feet west thereof -- no parking loading zone -- 5:00 A.M. to 5:00 P.M. -- Monday through Saturday (12-00580702);
27	West Randolph Street (south side) from a point 20 feet west of North Green Street to a point 60 feet west thereof -- no parking loading zone -- 8:00 A.M. to 4:00 A.M. -- all days (12-00580692);
27	West Grand Avenue (south side) from a point 51 feet west of North Carpenter Street to a point 20 feet west thereof -- no parking loading zone -- Monday through Saturday -- 8:00 A.M. to 7:00 P.M. (12-00580683);
28	West Washington Boulevard (south side) from a point 160 feet west of North Hamlin Avenue to a point 40 feet west thereof -- disabled loading zone -- all times -- all days (12-00580785);
42	North Dearborn Street (west side) from a point 29 feet north of West Randolph Street to a point 67 feet north thereof -- no parking loading zone, except for 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday (12-00195612);
43	North Clark Street (west side) from a point 280 feet south of West Fullerton Avenue to a point 25 feet south thereof -- 15 minute loading zone with flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday (12-00197823);

Ward	Location
45	North Milwaukee Avenue (west side) from a point 118 feet north of West Pensacola Avenue to a point 35 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 7:00 A.M. and 9:00 A.M. to 6:00 P.M. -- Monday through Friday (12-00198687);
45	North Elston Avenue (west side) from a point 183 feet east of North Keeler Avenue to a point 17 feet east thereof -- no parking loading zone -- 8:30 A.M. to 6:30 P.M. -- Monday through Sunday -- tow-away zone (12-00198733);
49	North Glenwood Avenue (west leg, west side) from a point 120 feet north of West Farwell Avenue to a point 40 feet north thereof -- no parking loading zone -- Monday through Sunday -- tow-away zone (12-00199198).

Amendment Of Loading Zones.

Ward	Location
4	Repeal ordinance passed February 10, 1993 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 28545) which reads: "West 52 nd Place (north side) from a point 20 feet east of South Harper Avenue to a point 70 feet east thereof -- no parking loading zone -- all times" (12-00583925);
19	Repeal ordinance passed July 19, 2000 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 38625) which reads: "South Western Avenue (west side) from a point 175 feet south of West 117 th Street to a point 25 feet south thereof -- reserved disabled parking (12-00276430);
27	Amend ordinance passed December 12, 2001 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 76470) which reads: "North Milwaukee Avenue (west side) from a point 75 feet south of West Thomas Street to a point 50 feet south thereof" by striking the above and inserting in lieu thereof: "North Milwaukee Avenue (west side) from a point 20 feet south of West Thomas Street to a point 103 feet south thereof -- no parking loading zone -- all days -- 10:00 A.M. to 2:00 A.M." (12-00604791);
27	Amend ordinance passed November 22, 1989 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8296) which reads: "South Halsted Street (west side) from a point 153 feet south of West Jackson Boulevard to a point 25 feet south thereof -- no parking loading zone -- Sunday through Friday -- 6:00 P.M. to 1:00 A.M., Saturday 11:00 A.M. to 2:00 A.M." by striking the above time and inserting in lieu thereof: "loading zone -- all days -- 10:00 A.M. to 2:00 A.M." (12-00604830);

Ward	Location
27	Repeal ordinance passed September 9, 2009 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 70621) which reads: "West Grand Avenue (north side) from a point 88 feet west of North Green Street to a point 20 feet west thereof -- reserved parking, disabled -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" (12-00604930);
42	Repeal ordinance passed June 6, 2001 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 60175) which reads: "North Rush Street. (east side) from a point 100 feet north of East Delaware Place to a point 40 feet north thereof -- 30 minute loading zone -- unattended vehicles must use flashing lights -- tow-away zone after 30 minutes -- 9:00 A.M. to 11:00 P.M." by striking the above.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.
[SO2012-2226]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish and amend single direction of vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 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:

Establishment Of Single Direction.

Ward	Location
14	South Kedvale Avenue, from West 43 rd Street to West 44 th Street -- single direction -- northerly;
14	South Karlov Avenue, West 43 rd Street to West 44 th Street -- single direction -- southerly;
21	South LaSalle Street, from West 84 th Street to West 83 rd Street -- single direction -- northerly (12-00201300).

Amendment Of Single Direction.

Ward	Location
4	Repeal ordinance passed July 12, 1990 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 18708) which reads: "East 52 nd Place, from South Harper Court to city access road to alley -- single direction -- easterly" (12-00584018);

Ward Location

- 27 Repeal ordinance passed June 7, 1990 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 16731) which reads: "West Court Place, from North Desplaines Street to the first west alley west thereof -- single direction -- westerly" by striking the above and also: "West Court Place (north/south) leg from West Court Place (east/west) leg to West Randolph Street -- single direction -- northerly" (11-00443328);
- 50 Repeal ordinance passed May 5, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 117751) which reads: "West Coyle Avenue, from North California Avenue to first alley west of North Western Avenue -- single direction -- easterly" by striking the above; also add: "West Coyle Avenue, from North California Avenue to North Western Avenue -- single direction -- easterly" (12-00201194).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

[SO2012-2221]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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):

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:

Establishment Of Parking Prohibitions At All Times -- Disabled.

Ward	Location And Permit Number
3	1023 West 47 th Place -- Disabled Parking Permit Number 74783;
6	7732 South Rhodes Avenue -- Disabled Parking Permit Number 73366;
6	550 East 88 th Place -- Disabled Parking Permit Number 75114;
7	8423 South Colfax Avenue -- Disabled Parking Permit Number 80241;
11	817 West 33 rd Street -- Disabled Parking Permit Number 78959;
11	3017 South Normal Avenue -- Disabled Parking Permit Number 81923;
11	2706 South Princeton Avenue -- Disabled Parking Permit Number 81927;

Ward	Location And Permit Number
12	3307 South Leavitt Street -- Disabled Parking Permit Number 81060;
12	3938 South Talman Avenue -- Disabled Parking Permit Number 81070;
13	5530 West 64 th Street -- Disabled Parking Permit Number 79291;
13	6840 South Komensky Avenue -- Disabled Parking Permit Number 79299;
13	6116 West 64 th Place -- Disabled Parking Permit Number 79925;
13	6431 South Kolin Avenue -- Disabled Parking Permit Number 79943;
13	5718 West 64 th Place -- Disabled Parking Permit Number 81348;
14	5340 South Campbell Avenue -- Disabled Parking Permit Number 74904;
14	5124 South Mozart Street -- Disabled Parking Permit Number 74900;
14	5011 South Washtenaw Avenue -- Disabled Parking Permit Number 75468;
16	6105 South Bishop Street -- Disabled Parking Permit Number 81633;
16	5437 South Wood Street -- Disabled Parking Permit Number 81630;
16	3307 West 60 th Street -- Disabled Parking Permit Number 79529;
16	6054 South Whipple Street -- Disabled Parking Permit Number 81749;
18	7900 South Francisco Avenue -- Disabled Parking Permit Number 75576;
18	7015 South Washtenaw Avenue -- Disabled Parking Permit Number 75578;
18	6940 South Rockwell Street -- Disabled Parking Permit Number 75582;
18	7910 South Francisco Avenue -- Disabled Parking Permit Number 79650;
21	8941 South Normal Avenue -- Disabled Parking Permit Number 79567;
21	8041 South May Street -- Disabled Parking Permit Number 80088;
21	8830 South Loomis Street -- Disabled Parking Permit Number 73680;
21	8928 South Racine Avenue -- Disabled Parking Permit Number 75094;

Ward	Location And Permit Number
21	8210 South LaSalle Street -- Disabled Parking Permit Number 75132;
23	4922 South Kilpatrick Avenue -- Disabled Parking Permit Number 71493;
23	5421 South Springfield Avenue -- Disabled Parking Permit Number 80986;
23	5150 South Oak Park Avenue -- Disabled Parking Permit Number 35925;
29	1510 North Parkside Avenue -- Disabled Parking Permit Number 81692;
30	2417 North Lotus Avenue -- Disabled Parking Permit Number 78605;
34	10735 South LaSalle Street -- Disabled Parking Permit Number 78437;
34	11655 South May Street -- Disabled Parking Permit Number 79105;
34	10428 South Peoria Street -- Disabled Parking Permit Number 79107;
34	10719 South Wallace Street -- Disabled Parking Permit Number 79811;
34	12433 South Stewart Avenue -- Disabled Parking Permit Number 81246;
34	11808 South Lowe Avenue -- Disabled Parking Permit Number 81370;
35	2751 North Whipple Street -- Disabled Parking Permit Number 71522;
35	1658 North Francisco Avenue -- Disabled Parking Permit Number 79210;
35	2922 North Sawyer Avenue -- Disabled Parking Permit Number 80361;
35	3229 North Monticello Avenue -- Disabled Parking Permit Number 74790;
36	2908 North Neenah Avenue -- Disabled Parking Permit Number 78086;
36	3449 North Normandy Avenue -- Disabled Parking Permit Number 80679;
38	5307 West Cornelia Avenue -- Disabled Parking Permit Number 79394;
40	6023 North Artesian Avenue -- Disabled Parking Permit Number 79833;
40	5507 North Spaulding Avenue -- Disabled Parking Permit Number 76914;
41	5716 North Oriole Avenue -- Disabled Parking Permit Number 80011;

Ward	Location And Permit Number
45	4416 North Laporte Avenue -- Disabled Parking Permit Number 81322;
45	5742 North Moody Avenue -- Disabled Parking Permit Number 81054;
45	5212 West Strong Street -- Disabled Parking Permit Number 79866;
48	5542 North Lakewood Avenue -- Disabled Parking Permit Number 76408;
49	1327 West Fargo Avenue -- Disabled Parking Permit Number 79069;
49	7227 North Rogers Avenue -- Disabled Parking Permit Number 79077;
50	6419 North Washtenaw Avenue -- Disabled Parking Permit Number 79823.

Amendment Of Disabled Parking Prohibition At All Times.

Ward	Location And Permit Number
10	Removal of Disabled Parking Permit Number 8944 located at 10429 South Avenue H;
11	Removal of Disabled Parking Permit Number 69596 located at 3608 South Union Avenue;
11	Removal of Disabled Parking Permit Number 73300 located at 518 West 42 nd Place;
12	Removal of Disabled Parking Permit Number 67439 located at 4408 South Talman Avenue;
12	Removal of Disabled Parking Permit Number 71126 located at 4341 South Washtenaw Avenue;
20	Removal of Disabled Parking Permit Number 17451 located at 5951 South Princeton Avenue;
20	Removal of Disabled Parking Permit Number 19627 located at 6216 South Kimbark Avenue;
21	Removal of Disabled Parking Permit Number 20704 located at 8208 South Morgan Street;

Ward	Location And Permit Number
23	Removal of Disabled Parking Permit Number 69454 located at 6214 West 63 rd Place;
23	Removal of Disabled Parking Permit Number 72201 located at 5348 South Hamlin Avenue;
23	Removal of Disabled Parking Permit Number 72390 located at 5147 South Meade Avenue;
23	Removal of Disabled Parking Permit Number 58878 located at 6015 South Mulligan Avenue;
23	Removal of Disabled Parking Permit Number 67767 located at 6238 South Austin Avenue;
24	Removal of Disabled Parking Permit Number 70672 located at 4213 West 21 st Street;
25	Removal of Disabled Parking Permit Number 70246 located at 1521 West 18 th Place;
30	Removal of Disabled Parking Permit Number 67283 located at 1625 North Kildare Avenue;
38	Removal of Disabled Parking Permit Number 55422 located at 5737 West Grace Street;
38	Removal of Disabled Parking Permit Number 76125 located at 5854 West Berenice Avenue;
40	Removal of Disabled Parking Permit Number 20114 located at 1818 West Summerdale Avenue;
40	Removal of Disabled Parking Permit Number 56086 located at 2223 West Farragut Avenue;
44	Removal of Disabled Parking Permit Number 66948 located at 3724 North Janssen Avenue;
45	Removal of Disabled Parking Permit Number 43793 located at 5315 North Mobile Avenue;
45	Removal of Disabled Parking Permit Number 64220 located at 6324 West Bryn Mawr Avenue;

Ward	Location And Permit Number
48	Removal of Disabled Parking Permit Number 19371 located at 1017 West Ainslie Street (signs posted at 1015 West Ainslie Street);
48	Removal of Disabled Parking Permit Number 76733 located at 1419 West Hood Avenue;
49	Removal of Disabled Parking Permit Number 70033 located at 1639 West Lunt Avenue;
50	Removal of Disabled Parking Permit Number 71224 located at 6037 North California Avenue;
50	Removal of Disabled Parking Permit Number 75647 located at 6538 North Damen Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Limitation During Specified Hours.

[SO2012-2220]

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
10	South Baltimore Avenue (west side) from a point 30 feet south of East 93 rd Street to a point 90 feet south thereof -- 2 hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (11-04101955);
23	West 49 th Street (both sides) from South Cicero Avenue to the first alley east thereof -- 1 hour parking -- all days -- all times (11-04113302);

Ward	Location

49	West Columbia Avenue (both sides) from North Sheridan Road to the first alley west thereof -- 3 hour parking -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday -- tow-away zone (12-00201132).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

[SO2012-2222]

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

42	Amend ordinance passed June 4, 2003 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 2514) which reads: "East Ohio Street (south side) from a point 20 feet east of North St. Clair Street to a point 22 feet east thereof -- consular vehicles only -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday and 7:00 A.M. to 6:00 P.M. -- Saturday and Sunday -- parking prohibited during specified hours -- tow-away zone" by striking: "to a point 22 feet east thereof -- consular vehicles only -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday and 7:00 A.M. to 6:00 P.M. -- Saturday and Sunday -- parking prohibited during specified hours -- tow-away zone" and inserting in lieu thereof: "to a point 40 feet east thereof -- Serbian Consulate vehicles only -- all times";
43	Repeal ordinance passed March 4, 2011 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 117763) which reads: "North Clark Street (east side) from North Lincoln Avenue to North Wisconsin Street -- parking prohibited during specific hours -- 5:00 A.M. through 8:00 A.M. -- Wednesday through Saturday (May 15 through November 1), except vendor trucks with permits (12-00581173)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation And Amendment Of Residential Permit Parking Zones.

[SO2012-2223]

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:

Designation Of Residential Permit Parking Zones:

Ward	Location
3	South Dearborn Street (east side) between West 26 th Street and West 25 th Place and West 26 th Street (north side) between South Dearborn Street and South State Street -- Residential Permit Parking Zone 1686 -- all times -- not recommended;
30	2100 -- 2157 North Karlov Avenue, from West Dickens Avenue to West Palmer Street (both sides) -- Residential Permit Parking Zone 1687 -- all days -- 6:00 P.M. to 6:00 A.M. -- not recommended.

Amendment Of Residential Permit Parking Zones:

Ward	Location
1	Amend Residential Permit Parking Zone 168 on the 1900 block of West Superior Street to include 1959 West Superior Street;
1	Extension of Residential Permit Parking Zone 154 -- 5:00 P.M. to 6:00 A.M. -- all days -- extend zone to include 1900 block of West Potomac Street (both sides);

Ward	Location
30	Amend ordinance passed September 8, 2010 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 99325) establishing Residential Parking Permit Zone 1589 -- include West Hirsch Street (north side) from North Harding Avenue to the first alley east thereof -- all times;
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132" and inserting: "Zone 92 -- West Leland Avenue (both sides) from 2400 through the 2500 block";
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132" and inserting: "Zone 92 -- 4652 -- 4744 North Campbell Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1048 -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday by striking: "Zone 1048" and inserting: "Zone 92 -- 2200 block of West Leland Avenue (both sides)";
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132 and 9:00 A.M. to 11:00 A.M." and inserting: "Zone 92 -- 7:00 P.M. to 7:00 A.M. -- 2600 block of West Eastwood Avenue (both sides)";
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132" and inserting: "Zone 92 -- 2400 through 2600 blocks of West Eastwood Avenue (both sides)";
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132" and inserting: "Zone 92 -- 4700 -- 4744 North Artesian Avenue (both sides)";
47	Amend Residential Permit Parking Zone 132 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 132 and 9:00 A.M. to 11:00 A.M." and inserting: "Zone 92 -- 7:00 P.M. to 7:00 A.M. -- 2500 block of West Eastwood Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4600 block of North Hermitage Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4700 block of North Hermitage Avenue (both sides)";

Ward	Location
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4800 block of North Hermitage Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4600 block of North Paulina Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4700 block of North Paulina Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- 9:00 A.M. to 11:00 A.M. -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 4800 block of North Paulina Avenue (both sides)";
47	Amend Residential Permit Parking Zone 1394 -- all times -- Monday through Friday by striking: "Zone 1394" and inserting: "Zone 62 -- 1700 block of West Leland Avenue (both sides)";
47	Amend Residential Permit Parking Zone 126 -- all times by striking: "Zone 126" and inserting: "Zone 62 -- 1817 -- 1970 West Leland Avenue (both sides)";
47	Amend Residential Permit Parking Zone 126 -- all times by striking: "Zone 126" and inserting: "Zone 62 -- 4600 -- 4742 North Winchester Avenue (both sides)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Parking Zones 92 And 62 Within 47th Ward.

[SO2012-2224]

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

47	Designate Buffer Zones in 47 th Ward for Residential Permit Parking Zones 92.

The following address ranges are designated as buffer zones for a residential parking zone (Zone 92):

2117 -- 2343 West Ainslie Avenue (south side of the street);

2200 -- 2334 West Lawrence Avenue (north side of the street);

2268 -- 2278 West Leland Avenue (both sides of the street);

2401 -- 2425 West Lawrence Avenue (south side of the street);

2501 -- 2527 West Lawrence Avenue (south side of the street);

4601 -- 4758 North Western Avenue (west side of the street);

4615 -- 4644 North Rockwell Street (both sides of the street);

4649 -- 4705 North Rockwell Street (east side of the street);

4701 -- 4707 North Rockwell Street (east side of the street);

4657 -- 4705 North Lincoln Avenue (east side of the street);

4750 -- 4758 North Artesian Avenue (both sides of the street);

4700 -- 4707 North Maplewood Avenue (both sides of the street).

Ward	Location

47	Designate Buffer Zones in the 47 th Ward for Residential Permit Parking Zones 62.

The following address ranges are designated as buffer zones for a residential parking zone (Zone 62):

1609 -- 1962 West Lawrence Avenue (both sides of the street);

1618 -- 1774 West Ainslie Street (both sides of the street);

Ward	Location

	1650 -- 1800 West Ainslie Street (south side of the street);

	1900 -- 1950 West Ainslie Street (both sides of the street);

	1806 -- 1927 West Argyle Street (south side of the street);

	4600 -- 4747 North Damen Avenue (both sides of the street);

	1600 -- 2035 West Wilson Avenue (north side of the street);

	1620 -- 1700 West Leland Avenue (both sides of the street);

	4600 -- 4725 North Wolcott Avenue (both sides of the street).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.
[SO2012-2228]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred 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 ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 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:

Establishment Of Traffic Lane Tow-Away Zones:

Ward	Location
1	North Milwaukee Avenue (east side) from a point 20 feet west of North Oakley Avenue to a point 25 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday (12-00130592);
1	North Campbell Avenue (west side) from a point 270 feet east of North Elston Avenue to a point 45 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (12-00130547);
2	South Wabash Avenue (east side) from a point 25 feet south of East Congress Parkway to a point 25 feet south thereof -- 30 minute standing zone -- use flashing lights -- all days -- all times (12-00130718);
2	West Adams Street (north side) from South Hoyne Avenue to a point 461 feet west thereof -- no parking tow-away zone -- all times (11-03666537);

Ward	Location
4	South Lake Park Avenue (west side) from a point 30 feet north of East Hyde Park Boulevard to a point 535 feet north thereof -- no parking tow-away zone -- 11:00 P.M. to 7:00 A.M. -- Monday through Friday (12-00583810);
12	South Rockwell Street (west side) from a point 20 feet south of West Pershing Road to a point 25 feet south thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 11:00 P.M. -- all days (11-00783535);
28	West West End Avenue (north side) from North Karlov Avenue to the first alley west thereof -- no parking tow-away zone -- 9:00 P.M. to 7:00 A.M. -- all days;
28	North Karlov Avenue (west side) from West West End Avenue to West Maypole Avenue -- no parking tow-away zone -- 9:00 P.M. to 7:00 A.M. -- all days;
28	West Maypole Avenue (south side) from North Karlov Avenue to a point 65 feet west thereof -- no parking tow-away zone -- 9:00 P.M. to 7:00 A.M. -- all days;
28	South Leamington Avenue (east side) from West Quincy Street to West Adams Street -- no parking tow-away zone -- 9:00 P.M. to 8:00 A.M. -- all days;
28	West Adams Street (south side) from South Leamington Avenue to the first alley east thereof -- no parking tow-away zone -- 9:00 P.M. to 8:00 A.M. -- all days;
28	West Quincy Street (north side) from South Leamington Avenue to the first alley east thereof -- no parking tow-away zone -- 9:00 P.M. to 8:00 A.M. -- all days;
28	West Quincy Street (south side) from South Leamington Avenue to the west property line of the first residential structure east thereof -- no parking tow-away zone -- 9:00 P.M. to 8:00 A.M. -- all days;
28	North Hamlin Avenue (west side) from West Lake Street to a point 50 feet north thereof -- no parking tow-away zone -- all times;
34	South Halsted Street (east side) from a point 275 feet north of West 107 th Street to a point 25 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (11-04162866);
41	North Avondale Avenue (south side) from North Oliphant Avenue to North Olympia Avenue -- no parking tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;

Ward	Location
43	North Fern Court (west side) from West Willow Street to a point 75 feet south thereof -- no parking tow-away zone -- all times;
45	North Leclaire Avenue (east side) from a point 40 feet north of West Irving Park Road to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (12-00197868);
46	West Irving Park Road (north side) from a point 223 feet west of North Marine Drive to a point 92 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 8:00 A.M. to 9:00 A.M. and 3:00 P.M. to 4:00 P.M. -- Monday through Friday (11-04243753);
46	North Broadway (west side) from a point 348 feet north of West Waveland Avenue to a point 23 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 11:00 A.M. to 11:00 P.M. -- all days (11-04163374);
46	West Bittersweet Place (south side) from a point 280 feet west of North Marine Drive to a point 27 feet west thereof -- no parking tow-away zone -- 7:45 A.M. to 9:00 A.M. and 3:00 P.M. to 4:30 P.M. -- Monday through Friday (11-04240380);
47	North Rockwell Street (east side) from a point 30 feet south of West Lawrence Avenue to a point 20 feet south thereof -- 15 minute standing zone -- use flashing lights -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday -- tow-away zone (12-00575605).

Amendment Of Traffic Lane Tow-Away Zones:

Ward	Location
4	Amend ordinance passed July 7, 1978 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8085) East 52 nd Street (south side) from South Harper Avenue to South Lake Park Avenue -- no parking anytime, by striking: "South Harper Avenue" and inserting in lieu thereof: "110 feet east of South Harper Avenue" (12-00583775);
4	Repeal ordinance passed November 15, 1974 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 9212) which reads: "South Inner Lake Park Avenue (east side) from East 53 rd Street to East 54 th Street -- no parking tow-away zone -- all times" (12-00583869);

Ward	Location
8	Repeal ordinance passed September 16, 1970 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 9165) which reads: "South Yates (west side) from South South Chicago Avenue to the first alley north thereof -- no parking tow-away zone -- all times" (12-00668012);
14	Amend ordinance passed July 26, 2006 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 81966) which reads: "West 59 th Street (north side) from a point 50 feet west of South Whipple Street to a point 50 feet west thereof -- 15 minute standing zone -- must use flashing lights -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday" by striking: "50 feet west" and inserting in lieu thereof: "80 feet west" (11-041829999);
43	Amend ordinance passed November 5, 2008 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 43749) which reads: "North Halsted Street (west side) from a point 176 feet south of West Schubert Avenue to a point 18 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 11:00 A.M. to 12:00 A.M." by striking: "11:00 A.M. to 12:00 A.M." and inserting in lieu thereof: "Sunday through Wednesday -- 10:00 A.M. to 11:00 P.M. and Thursday through Saturday -- 10:00 A.M. to 3:00 A.M." (12-00196285);
50	Repeal ordinance passed April 13, 2011 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 115448) which reads: "West Coyle Avenue (south side) from North Western Avenue to the first alley west thereof -- no parking tow-away zone" by striking the above (12-00201211).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ERECTION OF TRAFFIC WARNING SIGNS.

[SO2012-186]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred a proposed

ordinance and orders to erect miscellaneous traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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):

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	Traffic Warning Signs/Signals
14	"Two-Way Stop", stopping South Campbell Avenue for West 54 th Street (11-04144367);
14	"All-Way Stop", stopping all approaches at South Artesian Avenue and West 53 rd Street (11-04159450);
14	"All-Way Stop", stopping all approaches at South Campbell Avenue and West 52 nd Street (11-04159430);

Ward Traffic Warning Signs/Signals

- 14 "All-Way Stop", stopping all approaches at West 44th Street and South Christiana Avenue (11-04221451);
- 19 "All-Way Stop", stopping all approaches at South Trumbull Avenue and West 108th Street (12-00276525);
- 19 "Two-Way Stop", stopping West 100th Street for South Hoyne Avenue for West 100th Street and South Hoyne Avenue (11-04159508);
- 23 "Two-Way Stop", stopping east- and westbound traffic on West 54th Street at South Tripp Avenue;
- 25 "All-Way Stop", stopping all approaches at South Canal Street and West 24th Street (12-00201433);
- 41 "Two-Way Stop", stopping North Ionia Avenue for North Jean Avenue (11-04163263);
- 41 "Two-Way Stop", stopping North Leoti Avenue for North Wildwood Avenue (11-04163233);
- 41 "Two-Way Stop", stopping North Wildwood Avenue for North Ionia Avenue (11-04163253);
- 41 "Two-Way Stop", North Newburg Avenue at North Neola Avenue, stopping north- and southbound traffic on North Newburg Avenue;
- 43 "All-Way Stop", stopping all approaches at West Willow Street and North Bissell Street (12-00196260).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of "No Turn On Red" Signs On N. Ravenswood Ave. And W. Peterson Ave.
[SO2012-2229]

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 "No Turn On Red" signs at the below listed location:

Ward	Location

40	"No Turn On Red" signs for southbound traffic on North Ravenswood Avenue and West Peterson Avenue (12-00576492).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of "Official School Personnel Parking Only" Signs On Portion Of W. 5th Ave.
[SO2012-2225]

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 "School Personnel Parking" signs at the below listed location:

Ward	Location

24	West 5 th Avenue (north side) from a point 20 feet west of South Kildare Avenue to a point 286 feet west thereof: "Official School Personnel Parking Only" -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (11-04226114).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of "Street Closure" Signs.

[SO2012-2227]

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 "Street Closure" signs at the below listed locations:

Ward	Location
20	Wadsworth Elementary School, 6420 South University Avenue, between 6400 South and 6420 South University Avenue -- street closure -- 8:00 A.M. to 9:30 A.M. and 2:30 P.M. to 4:00 P.M. -- school days. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (11-04144516);
21	CICS Primary Academy, 9501 South Loomis Street, between West 95 th Street and West 96 th Street -- street closure for southbound traffic -- 8:00 A.M. to 9:30 A.M. and 2:30 P.M. to 4:00 P.M. -- school days. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (11-00140866);
50	West Glenlake Avenue from North California Avenue to North Mozart Street -- street closed to vehicular traffic -- 9:00 A.M. to 9:30 A.M. and 2:30 P.M. to 3:00 P.M., except school buses -- school days only. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (11-04143848).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF FIVE TON VEHICLE WEIGHT LIMITATION ON PORTIONS OF DESIGNATED STREETS.

[SO2012-2217]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
40	North Ravenswood Avenue (west-leg) from West Granville Avenue to West Peterson Avenue -- 5 ton weight limitation (12-00576611);
41	West Albion Avenue, from North Milwaukee Avenue to North Newcastle Avenue -- 5 ton weight limitation.

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)

[SO2012-2219]

The Committee on Pedestrian and Traffic 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 Laurino 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 Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith which were referred to the Committee on Pedestrian and Traffic Safety concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibition At All Times -- Disabled:

Ward	Location
11	1729 West 33 rd Street -- Disabled Parking Permit Number 81931. Garage at requested location.
12	2622 West 42 nd Street -- Disabled Parking Permit Number 81074. Garage at requested location.

Ward	Location
12	4336 South California Avenue -- Disabled Parking Permit Number 82114. Garage at location and zoning requirements not met.
27	912 North St. Louis Avenue -- Disabled Parking Permit Number 75959. Duplicate of O2012-1209 which passed March 14, 2012.
27	938 North Springfield Avenue -- Disabled Parking Permit Number 80793. Duplicate of O2012-1247 which passed March 14, 2012.
27	935 North Drake Avenue -- Disabled Parking Permit Number 80996. Garage at requested location.

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
25	Removal of Disabled Parking Permit Number 58639 located at 1501 West 19 th Street. Duplicate of O2012-1220 which passed Council on March 14, 2012.
45	Removal of Disabled Parking Permit Number 51641 located at 6350 North Merrimac Avenue. Duplicate of O2012-417 which passed Council on February 15, 2012.

Loading Zones:

Ward	Location
4	5239 South Harper Avenue (two car lengths) -- 15 minute loading zone -- must use flashing lights -- tow-away zone -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn by the alderman (11-04221078).
14	4033 South Kedzie Avenue -- no parking loading zone -- Monday through Friday -- 6:00 A.M. to 5:00 P.M. Location falls within a no parking tow-away zone (11-04144381).
25	1439 West 18 th Street (signs to be located on Bishop Street side of building) -- distance 25 feet -- 15 minute loading zone -- must use flashing lights -- 6:00 A.M. to 10:00 P.M. -- Monday through Saturday. Request withdrawn by alderman (11-04151478).

Ward	Location
26	1818 North Rockwell Street (25 feet), install signs providing access to gangway -- no parking loading zone -- must use flashing lights/tow-away zone -- 6:00 A.M. to 1:00 P.M. -- Monday, Wednesday and Friday. Request withdrawn by requester (11-04161753).
43	1729 North Halsted Street, valet loading zone -- tow-away zone -- 5:00 P.M. to 1:00 A.M. -- all days. This location falls within a bus stop (12-00197836).

Tow-Away Zones:

Ward	Location
2	East Jackson Boulevard (south side) from a point 98 feet west of South Wabash Avenue to a point 25 feet west thereof -- no parking loading zone -- 8:00 A.M. to 12:00 Midnight -- all days. There is a turn lane that runs from South State Street to South Wabash Avenue on the south side of the street and no parking, no stopping, no standing tow-away zone signs posted (11-04144243).
14	3403 West 55 th Street -- 15 minute standing zone -- must use flashing lights -- tow-away zone -- Monday through Friday -- 6:00 A.M. to 6:00 P.M.. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been notified (11-04159456).
18	West 77 th Street (both sides) from South Springfield Avenue to South Pulaski Road. Removal of no parking -- Monday through Friday -- 7:00 A.M. to 9:00 A.M.. Request withdrawn by alderman (12-00569317).
20	West 47 th Street (south side) from a point 20 feet west of South Hermitage Avenue to a point 25 feet west thereof -- 15 minute standing zone -- must use flashing lights -- tow-away zone -- 9:00 A.M. to 6:00 P.M. -- all days. Request withdrawn by requester (11-04144437).
20	823 East 63 rd Street -- no parking tow-away zone -- all times. No City Council action necessary signs will be installed under City Code 9-64-100(f) (11-04144536).
28	South Central Park Avenue (east side) from West Monroe Street to West Adams Street -- no parking tow-away zone -- 8:00 A.M. to 4:30 P.M. -- school days -- Monday through Friday. No City Council action required, requested signs are posted (12-00580763).

Ward	Location
28	West Adams Street (north side) from South Central Park Avenue to the first alley east thereof -- no parking tow-away zone -- 8:00 A.M. to 4:30 P.M. -- school days -- Monday through Friday. No City Council action required, requested signs are posted (12-00580741).
28	West Monroe Street (south side) from South Central Park Avenue to the first alley east thereof -- no parking tow-away zone -- school days -- Monday through Friday -- 8:00 A.M. to 4:30 P.M.. No City Council action required, requested signs are posted (12-00580723).
34	West 122 nd Place (both sides) between South Justine Street to South Ashland Avenue -- no parking tow-away zone -- all times. Duplicate of O2011-4141 which passed on November 2, 2011 (11-02126798).

Traffic Warning Signs And Signals:

Ward	Location
24	"Two-Way Stop" sign, stopping eastbound and westbound traffic, at intersection of West Douglas Boulevard and South Lawndale Avenue. Chicago Department of Transportation will make several alternative improvements to improve pedestrian safety (12-00577823).

Single Direction:

Ward	Location
17	6400, 6500 and 6600 blocks of South Justine Street -- single direction southerly. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (11-00140836).
18	West 84 th Place, from South Hamlin Avenue to South Springfield Avenue -- single direction -- easterly. Traffic engineering survey indicates proposed one-way change would result in hazardous community access problems (11-03709301).

Ward	Location
18	7800 to 7840 South Sawyer Avenue -- single direction southerly. Traffic engineering survey indicate proposed one-way change would result in hazardous community access problems (11-04159490).
18	West 84 th Place, from South Hamlin Avenue to South Springfield Avenue -- single direction easterly. Duplicate of O2011-6428 introduced July 28, 2011 (11-04112588).

Parking Limited During Specified Hours:

Ward	Location
35	North Kedzie Avenue (both sides) from West Diversey Avenue to West George Street. Removal of parking restriction signs. No City Council action necessary for removal of parking restriction signs. Signs will be removed (12-00167012).

Miscellaneous Signs:

Ward	Location
18	Removal of "Corner Clearance" sign at southwest corner of West 83 rd Street and South Kedzie Avenue. Request withdrawn by Alderman (12-00201253).
21	West 95 th Street at the intersection of South Loomis Avenue -- "Do Not Enter" signs -- 7:30 A.M. to 8:45 A.M. and 2:45 P.M. to 3:45 P.M. -- Monday through Friday. No City Council action necessary for warning signs; a traffic engineering study will be initiated to determine the need for warning signs (11-00140919).
42	West Ohio Street (south side) between North Clark Street and North Dearborn Street. Repeal charter bus stop. No City Council action required for the removal of charter bus stop signs. Signs will be removed (11-04239921).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

COMMITTEE ON PUBLIC SAFETY.**APPOINTMENT OF JOSE A. SANTIAGO AS FIRE COMMISSIONER.**

[A2012-67]

The Committee on Public Safety submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith of Jose A. Santiago as Fire Commissioner.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

On motion of Alderman Balcer, the committee's recommendation was *Concurred In* and the said proposed appointment of Jose A. Santiago as Fire Commissioner was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

**EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR SCHOOL STREET
PARK.**

[O2012-1344]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, having had under consideration an ordinance authorizing an expenditure of open impact fee funds for School Street Park, begs leave to recommend that Your Honorable Body do *Pass* this proposed ordinance which was submitted on April 11, 2012 at the Committee on Special Events, Cultural Affairs and Recreation 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Lake View Community Area have deepened the already significant deficit of open space in the Lake View Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of the same date; and

WHEREAS, Openlands, an Illinois not-for-profit corporation, is dedicated to preserving and creating open space; and

WHEREAS, The City desires to grant Openlands impact fee funds to reimburse Openlands for the acquisition of 1234 -- 1236 West School Street, Chicago, Illinois (the "Property") (the acquisition of the Property shall be known herein as the "Project"), for eventual conveyance to the Chicago Park District for the development of and use as a public park; and

WHEREAS, HED desires to provide to Openlands Open Space Fees in an amount not to exceed \$77,853 for the Project; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will

directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the Lake View Community Area in which the Fee-Paying Developments are located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel to enter into a grant agreement with Openlands in connection herewith, in substantially the form attached hereto as Exhibit 1 and to provide Open Space Fees proceeds to Openlands in an amount not to exceed \$77,853 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$77,853 from the Lake View Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Openlands Grant Agreement.

This Openlands Grant Agreement (this "Agreement") is made as of the ____ day of ____, 2012 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), and Openlands, an Illinois not-for-profit corporation (the "Grantee").

RECITALS

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

B. The Project: On or about June 23, 2011, the Grantee purchased (the "Acquisition") the certain property located at 1234-36 West School Street, Chicago, Illinois 60657 (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall convey the Property to the Chicago Park District, a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois (the "Park District"), for use as a public park (such conveyance of the Property shall be known herein as the "Conveyance"). The Acquisition and the Conveyance are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

C. Bond Proceeds: On _____, the City Council of the City (the "City Council") adopted an ordinance published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages ____ through ____, inclusive (the "Bond Ordinance"). Pursuant to the Bond Ordinance, the City issued its _____ (the "Bonds"). Pursuant to the Bond Ordinance, the proceeds of the Bonds ("Bond Proceeds") may be used to finance, among other things, grants to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts, the State of Illinois or the United States of America. Pursuant to Section ____ of the Bond Ordinance, the City is authorized to enter into grant agreements for such aforesaid purposes.

D. Open Space Fees: The City is authorized under its home rule powers to regulate the use and development of land. It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City. On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City. 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"). Pursuant to the

Open Space Ordinance, the Department of Finance ("DOF") 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. HED has determined that the Fee-Paying Developments built in the Lake View Community Area have deepened the already significant deficit of open space in the Lake View Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the same date. The Grantee is dedicated to preserving and creating open space. The City desires to grant the Grantee impact fee funds to reimburse the Grantee for a portion of the costs of the Project. The Open Space Ordinance requires that: (1) the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected, and (2) 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. HED has determined that: (1) the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected, and (2) the Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the Lake View Community Area in which the Fee-Paying Developments are located and from which the Open Space Fees were collected. HED recommended that the City Council: (1) approve the use of the Open Space Fees for the purposes set forth herein through this ordinance and (2) 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. The City Council gave such approval and made such finding pursuant to an ordinance adopted on [April] ___, 2012 and published at pages ____ - ____ of the Journal of the same date.

F. City Funds: The City agrees to grant (1) Bond Proceeds in an amount not to exceed \$250,000 and (2) Open Space Fees in an amount not to exceed \$77,853 (collectively, the "City Funds") to the Grantee to reimburse the Grantee for a portion of the costs of the Acquisition pursuant to the terms and conditions of this Agreement. On _____, pursuant to Section ___ of the Bond Ordinance, the City's Chief Financial Officer, with the concurrence of the City's Budget Director, designated HED to administer the grant of the Bond Proceeds portion of the City Funds and the Commissioner of HED to sign this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

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

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

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

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

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

"City-Funded Costs" shall mean those costs of the Project which the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the City-Funded Costs for the Project.

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

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

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

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

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

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

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

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Indemnitee" and "Indemnites" shall have the meanings set forth in Section 13.01 hereof.

"Lender/Grantor Financing" shall mean funds borrowed by the Grantee from lenders and/or granted to the Grantee from grantors other than the City and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Grantee, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

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

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

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

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

"Survey" shall mean a survey of the Property.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the Conveyance, as evidenced by the recording of a deed to the Property from the Grantee to the Park District.

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Grantee as the insured, issued by the Title Company.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Grantee shall convey the Property to the Park District by not later than December 31, 2013 (which date may be extended by the City in its sole discretion).

3.02 [intentionally omitted]

3.03 Project Budget. The Grantee has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount not less than \$1,274,218. The Grantee hereby certifies to the City that (a) it has Lender/Grantor Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects.

3.04-3.05 [intentionally omitted]

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Grantee's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$1,274,218, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b)</u> and <u>4.06</u>)	\$ _____
Lender/Grantor Financing	\$ _____
Chicago Park District	\$ 500,000
Estimated City Funds (subject to <u>Section 4.03</u>)	
Bond Proceeds	\$ 250,000
Open Space Fees	\$ 77,853
ESTIMATED TOTAL	\$1,274,218

4.02 Grantee Funds. Equity and/or Lender/Grantor Financing may be used to pay any Project cost.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Grantee for costs of City-Funded Costs. Exhibit C sets forth, by line item, the City-Funded Costs for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$250,000
Open Space Fees	\$ 77,853

4.04 Requisition Form. On the Closing Date, the Grantee shall provide HED with a Requisition Form, along with the documentation described therein.

4.05 [intentionally omitted]

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

4.07 Preconditions of Disbursement. Prior to the disbursement of City Funds hereunder, the Grantee shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by the Grantee to HED of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition;

(b)-(c) [intentionally omitted]

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

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

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

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

The City shall have the right, in its discretion, to require the Grantee to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Grantee. In addition, the Grantee shall have satisfied all other preconditions of disbursement of City Fund, including but not limited to requirements set forth in this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Grantee's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as follows: if the Grantee does not convey the Property to the Park District by not later than December 31, 2013 (which date may be extended by the City in its sole discretion) then the Grantee shall repay the City Funds to the City.

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 [intentionally omitted]

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

5.04 Financing. The Grantee has furnished proof reasonably acceptable to the City that the Grantee has Equity and Lender/Grantor Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender/Grantor Financing, the Grantee has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Grantee as needed and are sufficient (along with the Equity or other sources set forth in Section 4.01) to complete the Project.

5.05 Acquisition and Title. On the Closing Date, the Grantee has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Grantee as the named insured. The Title Policy contains only those title exceptions listed as Permitted Liens on Exhibit G hereto. The Grantee has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 [intentionally omitted]

5.07 Surveys. The Grantee has furnished the City with a copy of the Survey.

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

5.09-5.12 [intentionally omitted]

5.13 Environmental. The Grantee has provided HED with copies of any "no further remediation" letters with respect to the Property.

5.14 Corporate Documents; Economic Disclosure Statement. The Grantee has provided a copy of its Articles of Incorporation containing the original certification of the Secretary of State of

Illinois; certificates of good standing from the Secretary of State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Grantee has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. Following is a description of all pending or threatened litigation or administrative proceedings involving the Grantee and/or the Property, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance: _____.

SECTION 6. [intentionally omitted]

SECTION 7. COMPLETION OF PROJECT

7.01-7.02 [intentionally omitted]

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

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

(b) [intentionally omitted]; and

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE GRANTEE.

8.01 General. The Grantee represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Grantee is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois;

(b) the Grantee has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Grantee of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Grantee is now a party or by which the Grantee is now or may become bound;

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

(e) the Grantee is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Grantee which would impair its ability to perform under this Agreement;

(g) the Grantee has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to complete the Project;

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

(i) [intentionally omitted];

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

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

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

(m) neither the Grantee nor any affiliate of the Grantee is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons

List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Convey. The Grantee shall convey the Property to the Park District as set forth in this Agreement.

8.03 [intentionally omitted]

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

8.05-8.09 [intentionally omitted]

8.10 Arms-Length Transactions. Unless HED has given its prior written consent with respect thereto, no Affiliate of the Grantee may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any City-Funded Cost. The Grantee shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Grantee and reimbursement to the Grantee for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.11-8.13 [intentionally omitted]

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

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

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

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the

sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Grantee's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

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

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

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

8.18 [intentionally omitted]

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Grantee agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Grantee, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Grantee or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Grantee, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Grantee has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Grantee's covenants to pay any such Governmental Charge at the time and in the manner provided in

this Agreement unless the Grantee has given prior written notice to HED of the Grantee's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) the Grantee shall demonstrate to HED's satisfaction that legal proceedings instituted by the Grantee contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Grantee shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Grantee's Failure To Pay Or Discharge Lien. If the Grantee fails to pay any Governmental Charge or to obtain discharge of the same, the Grantee shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Grantee under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Grantee. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge.

8.20-8.22 [intentionally omitted]

8.23 Survival of Covenants. All warranties, representations, covenants and agreements of the Grantee contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Grantee's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. GRANTEE'S EMPLOYMENT OBLIGATIONS

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

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

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

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

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

SECTION 11. ENVIRONMENTAL MATTERS

The Grantee hereby represents and warrants to the City that the Grantee has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto.

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

SECTION 12. INSURANCE

The Grantee must provide and maintain, at Grantee's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement and until Project Completion.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b)-(c) [intentionally omitted]

(d) Other Requirements:

The Grantee must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Grantee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Grantee is not a waiver by the City of any requirements for the Grantee to obtain and maintain the specified coverages. The Grantee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Grantee and Contractors.

The Grantee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Grantee in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Grantee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Grantee must require Contractor and subcontractors to provide the insurance required herein, or Grantee may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Grantee unless otherwise specified in this Agreement.

If Grantee, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

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

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

(ii) [intentionally omitted]; or

(iii) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Grantee or any Affiliate of the Grantee or any agents, employees, contractors or persons acting under the control or at the request of the Grantee or any Affiliate of Grantee; or

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Grantee shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents shall be available at the Grantee's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Grantee's expense.

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

SECTION 15. DEFAULT AND REMEDIES

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

(a) the failure of the Grantee to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Grantee under this Agreement or any related agreement;

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

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

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

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

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

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

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

(i) [intentionally omitted]; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Grantee which is not dismissed within thirty (30) days, or the indictment of the Grantee for any crime (other than a misdemeanor).

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Grantee are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Grantee shall fail to perform a monetary covenant which the Grantee is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Grantee has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Grantee shall fail to perform a non-monetary covenant which the Grantee is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Grantee has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Grantee shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender/Grantor Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Grantee 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 Grantee 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 Grantee as follows:

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

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

(c) Prior to the Conveyance, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED.

SECTION 17. NOTICE

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

If to the City: City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Grantee: Openlands
25 East Washington Street, Suite 1650
Chicago, Illinois 60602
Attention:

With Copies To: Drinker Biddle & Reath LLP
191 North Wacker Drive
Chicago, Illinois 60606
Attention: Barnett P. Ruttenberg

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto.

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

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

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

18.05 Waiver. Waiver by the City or the Grantee with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with

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

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

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

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

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

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

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

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

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

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

18.15 Assignment. The Grantee may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Grantee under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement for the Term of the Agreement. The Grantee

consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Grantee, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Grantee, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Grantee nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

18.19 [intentionally omitted]

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

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Grantee agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Grantee also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Grantee acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Grantee has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of

the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Grantee hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.23 Inspector General. It is Grantee's duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Grantee's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Grantee represents that Grantee understand and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that Grantee will inform subcontractors of this provision and require their compliance.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on or as of the day and year first above written.

OPENLANDS

By: _____
Name: _____
Its: _____

CITY OF CHICAGO

By: _____
Name: Andrew Mooney
Its: Commissioner
Department of Housing and Economic Development

[City of Chicago Insurance Certificate Form referred to in this Grant Agreement
with Openlands unavailable at time of printing.]

[(Sub)Exhibits "A", "B", "D", "E", "F", "I", "J" and "K" referred to in this Grant Agreement
with Openlands unavailable at time of printing.]

(Sub)Exhibits "C", "G", "H" and "L" referred to in this Grant Agreement with Openlands read
as follows:

(Sub)Exhibit "C".
(To Grant Agreement With Openlands)

City-Funded Costs.

Line Item	Cost
Property Purchase	\$1,274,218
*TOTAL	\$1,274,218

(Sub)Exhibit "G".
(To Grant Agreement With Openlands)

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 June 23, 2011, 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 Grantee or the project, other than liens against the Property, if any: _____.

(Sub)Exhibit "H".
(To Grant Agreement With Openlands)

Project Budget.

Line Item	Cost
Property Purchase	\$1,274,218

* Notwithstanding the total of City-Funded Costs, the assistance to be provided by the City is limited to \$327,853; provided, however, that the foregoing shall not preclude the City, in its sole discretion and subject to any necessary approvals (including but not limited to that of the City Council), from providing additional financial assistance to the Grantee for the project in the future.

(Sub)Exhibit "L".
(To Grant Agreement With Openlands)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of Openlands, an Illinois not-for-profit corporation (the "Grantee"), hereby certifies that the respect to the certain Openlands Grant Agreement between the Grantee and the City of Chicago dated as of _____, 2012 (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of City-Funded Improvements for the Project reimbursed by the City to date:

50

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$327,853

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Grantee hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Grantee is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Openlands]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this _____
day of _____, 2012

My commission expires: _____

Agreed and Accepted:

Andrew Mooney, Commissioner,
Department of Housing and
Economic Development

AMENDMENT OF YEAR 2012 SPECIAL EVENTS ORDINANCE REGARDING TICKET
SALES DURING TASTE OF CHICAGO.

[O2012-1385]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following
report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation had under consideration
an ordinance authorizing an amendment to the 2012 Special Events Ordinance regarding

ticket sales. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was submitted on April 11, 2012 at the Committee on Special Events, Cultural Affairs and Recreation 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 5 of the 2012 Special Events Ordinance, passed by the City Council of the City of Chicago on December 14, 2011, and published at pages 17787 through 17796 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, is hereby amended by adding the language underscored, as follows:

(Omitted text is unaffected by this ordinance.)

Section 5. (a) DCASE is authorized to impose application fees and/or registration fees in connection with certain Events, as follows: (i) Race to Taste (the "Race") -- an application fee of up to Thirty-five and no/100 Dollars (\$35.00) on all participants in the Race; (ii) Online talent submissions to perform at Events -- a fee of not more than Ten and no/100 Dollars (\$10.00); and (iii) any other Event where, based on the location of the Event, the

estimated number of participants in the Event, the duration of the Event or any other relevant factor set forth in duly promulgated rules and regulations, DCASE determines that an application fee and/or registration fee is required for such Event. Provided, however, that if an application fee and/or registration fee is assessed under this item (iii), such fee shall not exceed \$100.00 and shall be reasonably related to the costs incurred by DCASE in connection with the administration of such Event. Any balance remaining from the application fees and/or registration fees after payment of the costs of the respective Event must be applied to the costs incurred by the City with respect to various other Events.

(b) DCASE is authorized to sell up to 3,000 tickets per night at \$25 per seat for admittance to concerts that take place at the Petrillo Band Shell during the Taste of Chicago. In addition, DCASE is authorized to sell up to 150 tickets per day at \$40 per person for admittance to events held at the Chef of the Day Pavilion during the Taste of Chicago. Any balance remaining from the sale of tickets after payment of the costs of the Taste of Chicago shall be applied to the costs incurred by the City with respect to various other Events. Notwithstanding Section 18, the Commissioner is authorized to enter into and execute agreements with one or more entities to provide ticket selling services for the tickets referenced in this subsection, upon such terms and conditions that the Commissioner deems appropriate; provided that the term of the agreement shall expire no later than December 31, 2012.

(Omitted text is unaffected by this ordinance.)

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

PERMISSION GRANTED FOR CONDUCT OF VARIOUS SPECIAL EVENTS.

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation had under consideration six proposed orders to grant permission for conduct of various special events in the 12th and 27th Wards (referred March 14, 2012 and April 18, 2012). The Committee begs leave to

recommend that Your Honorable Body do *Pass* the orders which were transmitted on April 11, 2012 at the Committee on Special Events, Cultural Affairs and Recreation 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Capplemann, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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):

H2O Plus Warehouse Sale.

[Or2012-179]

Ordered, That the Director of the Department of Revenue, Special Events Permit, is hereby authorized and directed to grant permission for the H2O Plus Warehouse Sale, which will be held June 9, 2012, from 7:00 A.M. to 3:00 P.M., located at 845 West Madison Street, Chicago, Illinois.

Immaculate Conception Church/Father Robert Coleman.

[Or2012-139]

Ordered, That the Commissioner of Transportation, the Executive Director of the

Office of Emergency Management and Communications and the Executive Director of the Mayor's Office of Special Events are hereby authorized and directed to grant permission to Immaculate Conception Church/Father Robert Coleman to hold a church procession on Friday, April 6, 2012, and close traffic from 12:00 P.M. until 3:30 P.M. for the following route: assembling at 3800 South California Boulevard, continuing to 2800 West Pershing Road to 3000 West Pershing Road, to 3930 South Sacramento Avenue all the way to 4300 South Sacramento Avenue to 3000 West 43rd Street, turning on 4300 South Richmond Street, and continuing east on West 44th Street to 2800 West 44th Street.

LaSalle Street Church Day Of Celebration And Creativity Block Party.

[Or2012-178]

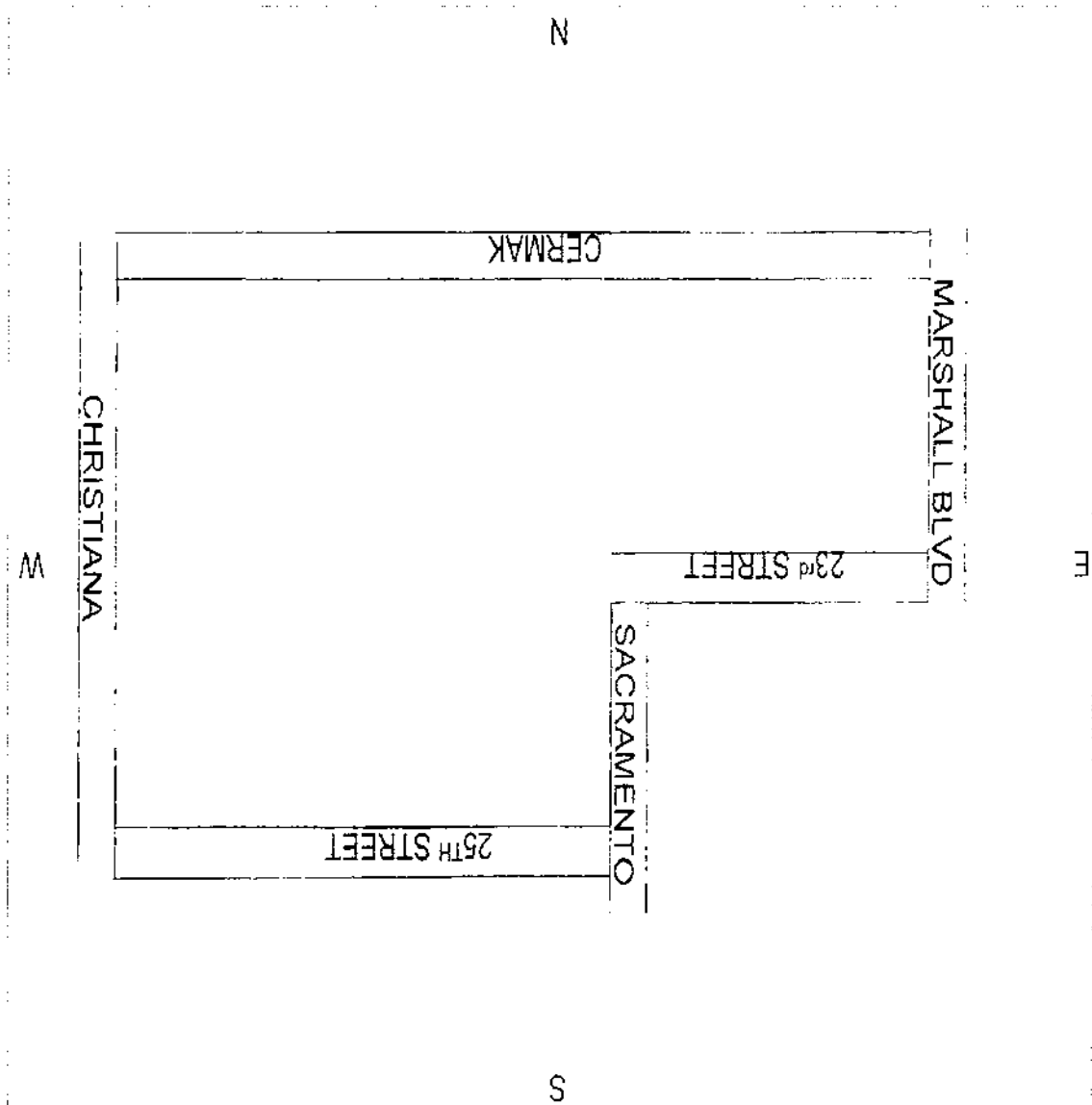
Ordered, The Director of the Department of Revenue, Special Events Permit, is hereby authorized and directed to grant permission for the LaSalle Street Church "Day of Celebration and Creativity" block party, which will be held, June 9, 2012, from 2:00 P.M. to 8:00 P.M., located at 1136 North LaSalle Boulevard, Chicago, Illinois.

Our Lady Of Tepeyac/Jose Camacho.

[Or2012-161]

Ordered, That the Commissioner of Transportation, the Executive Director of the Office of Emergency Management and Communications and the Executive Director of the Mayor's Office of Special Events are hereby authorized and directed to grant permission to Our Lady of Tepeyac/Jose Camacho, 2235 South Whipple Street, to hold a church procession on Friday, April 6, 2012, and close traffic, from 12:00 P.M. until 3:30 P.M. for the following attached route.

[Attachment referred to in this order printed
on page 23854 of this *Journal*.]



Marwens 25th Anniversary Paintbrush Ball 2012.

[Or2012-177]

Ordered, The Director of the Department of Revenue, Special Events Permit, is hereby authorized and directed to grant permission for the Marwens 25th Anniversary Paintbrush Ball 2012, which will be held, June 2, 2012, from 6:00 P.M. to 12:00 Midnight, located at 833 North Orleans Street, Chicago, Illinois.

9th Annual Bike The Boulevard Event/Alderman George A. Cárdenas.

[Or2012-135]

Ordered, That the Commissioner of Transportation, Executive Director of the Office of Emergency Management and Communications and the Executive Director of the Mayor's Office of Special Events are hereby authorized and directed to grant permission to Alderman George A. Cárdenas, 2458 West 38th Street, to close traffic on South Western Boulevard, beginning at 4555 South Western Boulevard (Home Depot), proceeding northbound on South Western Boulevard, continuing onto the boulevard system, crossing South California Avenue, until West 24th Street, stopping at the parking lot of Spry School, 2400 South Marshall Boulevard, and ending at 4555 South Western Boulevard (Home Depot), for the 9th Annual Bike the Boulevard Event on Saturday, June 30, 2012, from 9:00 A.M. to 2:00 P.M.

COMMITTEE ON WORKFORCE DEVELOPMENT AND AUDIT.

INDEMNIFICATION OF CERTAIN MEMBERS OF RETIREE HEALTH BENEFITS
COMMISSION FROM POTENTIAL LIABILITIES REGARDING CHANGES TO
SETTLEMENT HEALTHCARE PLANS.

[O2012-1422]

The Committee on Workforce Development and Audit submitted the following report:

CHICAGO, April 18, 2012.

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred (March 14, 2012) an ordinance seeking to indemnify the appointees of the Retiree Health Benefits Commission from any act or omission occurring within the scope of duties as members of the Commission (O2012-1422), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, As a home rule unit of government, the City of Chicago (the "City") may exercise any power and perform any function pertaining to its government and its affairs; and

WHEREAS, In 1987, the case of *City of Chicago v. Korshak* was filed in the Circuit Court of Cook County to resolve the issue of whether the City had any obligation to provide health care benefits to retired City employees ("Annuitants"); and

WHEREAS, In 2003, the City entered into a settlement agreement in the matter (the "Korshak Agreement") in which the City agreed to provide various levels of health care coverage to certain Annuitants through June 30, 2013 (the "Settlement Healthcare Plans"); and

WHEREAS, The Korshak Agreement also provided for the creation of the Retiree Health Benefits Commission (the "RHBC"), an independent commission composed of volunteer unpaid members who serve at the request of the City. The RHBC is tasked with the responsibility to make decisions based upon recommendations from the City concerning any modifications to existing Settlement Healthcare Plans and to make recommendations to the City concerning any continued health care benefits provided to Annuitants after the expiration of the Korshak Agreement on June 30, 2013; and

WHEREAS, The City and the RHBC seek to resolve issues concerning potential liability for decisions and recommendations made by the RHBC members regarding changes or modifications to the Settlement Healthcare Plans or any continued health care benefits after June 30, 2013; now, therefore,

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

SECTION 1. All of the recitals above are expressly adopted as the legislative findings of the City and are incorporated herein and are made hereby a part of this ordinance.

SECTION 2. The City will indemnify and keep harmless the members of the RHBC, with the exception of any member of the RHBC serving as the representative of the Pension Funds, against all liabilities, judgments, costs, and expenses, with the exception of exemplary or punitive damages, which may in any way accrue against them for any act or omission occurring within the scope of their duties as members of the RHBC.

SECTION 3. This ordinance shall be in full force and effect following 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 Rahm Emanuel, Mayor, the Honorable Susana A. Mendoza, City Clerk, and Aldermen Quinn, Burke, Cochran, Brookins, Zalewski, Solis, Austin, Colon, Cullerton, Laurino, Tunney and Osterman. 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

Alderman Pope 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 RAHM EMANUEL, MAYOR:

TRIBUTE TO LATE LACY J. BANKS.

[R2012-364]

WHEREAS, The members of this chamber were deeply saddened to learn of the passing on March 21, 2012, at age 68, of *Chicago Sun-Times* sportswriter Lacy J. Banks; and

WHEREAS, Mr. Banks was born in 1943 in Lyon, Mississippi; and

WHEREAS, Mr. Banks graduated from the University of Kansas with a bachelor's degree in French; and

WHEREAS, Mr. Banks served our country with honor and distinction as a naval officer for three years during the Vietnam War; and

WHEREAS, Mr. Banks not only covered sporting news, but his accomplishments were themselves newsworthy, as he was the first African-American sportswriter for the *Chicago Sun-Times*; and

WHEREAS, Lacy J. Banks went on to become the longest-serving sportswriter in the *Chicago Sun-Times*' history, having joined the paper on August 7, 1972. For most of his years with the *Sun-Times*, Mr. Banks covered the Chicago Bulls and the NBA; and

WHEREAS, In addition to covering the NBA, Mr. Banks also covered hockey, women's basketball, college football and basketball and boxing; and

WHEREAS, A central part of Mr. Banks' life was his service to his community as a Baptist preacher for nearly 60 years; and

WHEREAS, Among his many accomplishments and skills, Mr. Banks was fluent in French and Spanish; performed as a multilingual concert tenor; co-authored a three-volume book on African-American history, and his book *Winning Boxing* included a foreword written by Muhammad Ali; and

WHEREAS, In 2008, Mr. Banks courageously chronicled his health battles with prostate cancer, a brain tumor and heart disease in blogs he wrote for the *Chicago Sun-Times*; and

WHEREAS, Mr. Banks was not only a leader in sports journalism in Chicago, he was also actively involved as a community leader and mentor to people in need of spiritual guidance; and

WHEREAS, Lacy J. Banks is survived by his loving wife of 43 years, Joyce, and his three dear daughters and five devoted grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby honor the life and memory of Lacy J. Banks, 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 Lacy J. Banks as a sign of our sympathy and good wishes.

TRIBUTE TO LATE REVEREND ADDIE L. WYATT.

[R2012-365]

WHEREAS, The members of this chamber were deeply saddened to learn of the death on March 28, 2012, at age 88, of the Reverend Addie L. Wyatt, a devoted pastor, and a prominent labor and civil rights leader; and

WHEREAS, Born to Ambrose and Maggie Cameron in Brookhaven, Mississippi, on March 8, 1924, the Reverend Wyatt moved with her family at the age of 6 to Chicago; and

WHEREAS, The Reverend Wyatt raised two sons and several of her younger siblings after her mother died and her father was unable to look after them because of illness; and

WHEREAS, One of the nation's foremost labor leaders, the Reverend Wyatt served with distinction in several senior offices in the United Packinghouse and Food and Alliance Workers Union, and in 1974, she became the first African-American woman international vice-president of the United Food and Commercial Workers International Union; and

WHEREAS, A dedicated advocate of the rights of women and minorities, the Reverend Wyatt was involved in grassroots civil rights work in Chicago, served in the civil rights campaigns of Dr. Martin Luther King, Jr., and participated in major civil rights marches, including the march on Washington and the march from Selma to Montgomery, Alabama; and

WHEREAS, Recognizing her commitment and leadership abilities, in the early 1960s, former First Lady Eleanor Roosevelt appointed the Reverend Wyatt to a position on the Labor Legislation Committee of the United States Commission on the Status of Women, and she later served three terms on the Illinois Commission on the Status of Women; and

WHEREAS, The Reverend Wyatt served in a number of organizations, including as a labor adviser to the Southern Christian Leadership Conference, as a member of the Action Committee of the Chicago Freedom Movements, as a co-founder of the Coalition of Labor Union Women, as a founding member of the National Organization for Women, and as the founder and chief executive officer of the Wyatt Family Community Center in Chicago; and

WHEREAS, An ordained Church of God minister, the Reverend Wyatt became a full-time minister in 1984, and with her husband, who also was an ordained Church of God minister, served in the Vernon Park Church of God, in Chicago, a church they founded in 1955 with 25 people in a renovated garage. Through their exemplary and dedicated service, the membership of the church grew to nearly 1,000 by the time they retired from the ministry in 2000; and

WHEREAS, The Reverend Wyatt was recognized by a number of organizations for her outstanding leadership and for her life-long service, including being named one of *Time Magazine's* Women of the Year in 1975, being named *Ladies Home Journal's* woman of the year in 1977, and being recognized by *Ebony* magazine as one of the 100 most influential African-Americans from 1980 to 1984. In addition, she received the University of Michigan's International Women's Year Award, Chicago Housing Authority's Volunteer Youth and Community Service Award, and honorary doctorate degrees from Anderson College, Anderson, Indiana in 1976, and from Chicago's Columbia University in 1978; and

WHEREAS, In 1987, the Coalition of Black Trade Unionists established the Addie L. Wyatt Award in honor of the Reverend Wyatt, and in 2005, she was inducted into the Civil Rights Walk of Fame in Atlanta; and

WHEREAS, Praised by President Barack Obama and First Lady Michelle Obama as a "champion of equality and a fierce advocate for working Americans", the Reverend Wyatt was an extraordinary woman, whose commitment to the rights of women, union workers, and minorities never waned, and she will always be remembered for her many contributions to the City of Chicago, and for her inspiration, faith, courage, and leadership; and

WHEREAS, The Reverend Wyatt is survived by her son, Claude Wyatt III; her sister, Maude McKay; and a host of other family members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby honor the life and memory of the Reverend Addie L. Wyatt, and extend our heartfelt condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of the Reverend Addie L. Wyatt as a sign of our sympathy and good wishes.

*CONGRATULATIONS EXTENDED TO CITY OF CHICAGO EMPLOYEES
NICHOLAS J. GROMALA AND JOSEPH N. MONGARDO, JR. ON ASSISTING
CHICAGO POLICE IN APPREHENSION OF ROBBERY SUSPECT.*

[R2012-366]

WHEREAS, The members of this body wish to congratulate two City of Chicago employees who work in the Department of Streets and Sanitation for assisting the Police Department in apprehending a robbery suspect; and

WHEREAS, The two City employees are Nicholas J. Gromala and Joseph N. Mongardo, Jr. of the Department of Streets and Sanitation; and

WHEREAS, Mr. Gromala holds the position of tree trimmer with the Department's Bureau of Forestry. He has been employed with the City since May 23, 2000. Mr. Gromala is a resident of the 13th Ward; and

WHEREAS, Mr. Mongardo is a motor truck driver with the Department's Bureau of Forestry. He has been employed with the City since August 16, 2001. Mr. Mongardo is a resident of the 23rd Ward; and

WHEREAS, On Friday, March 16, 2012 at around 2 P.M., Mr. Gromala and Mr. Mongardo were collecting tree debris at Harrison Street and Oakley Boulevard when they heard a commotion nearby and saw three people chasing a man toward them, while shouting "please stop him, he stole a purse"; and

WHEREAS, Acting quickly, and without regard for his own safety, Mr. Gromala knocked the fleeing man to the ground. The man was able to get to his feet and continued to run northbound on Oakley Boulevard toward the Congress Parkway. Mr. Gromala pursued him on foot, while Mr. Mongardo followed in their work vehicle; and

WHEREAS, The man fled down the highway embankment to Interstate 290 and crossed several lanes of traffic before reaching the CTA tracks. At this point, responding police officers were on the scene. Mr. Gromala and Mr. Mongardo pointed the officers towards the man, then helped them locate the suspect, who was hiding near the CTA tracks; and

WHEREAS, All of Chicago is proud to salute Nicholas J. Gromala and Joseph N. Mongardo of the Department of Streets and Sanitation for their bravery and civic-mindedness in assisting the police; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby congratulate Nicholas J. Gromala and Joseph N. Mongardo, Jr. of the Department of Streets and Sanitation for assisting the Department of Police in apprehending a robbery suspect; and

Be It Further Resolved, That suitable copies of this resolution be presented to Nicholas J. Gromala and Joseph N. Mongardo, Jr. of the City of Chicago Department of Streets and Sanitation, and placed on permanent record in their personnel files, as a token of our appreciation and esteem.

Presented By

**HONORABLE SUSANA MENDOZA, CITY CLERK
AND ALDERMAN SOLIS (25th Ward):**

DECLARATION OF APRIL 30, 2012 AS "EL DIA DE LOS NIÑOS -- DAY OF THE CHILD" IN CHICAGO.

[R2012-367]

WHEREAS, The greatest gift we will ever know is a child, born to love and grow. Making the world a better and safer place begins with young children. Children need emotional and physical stability and should not, ordinarily be separated from their parents; and

WHEREAS, Children need a safe and loving environment to grow, learn, excel and be happy. They are brilliant and ingenious in their own way. They try to depend on themselves to complete the task at hand. Their childhood is filled with bicycles and tricycles as well as bumps and bruises; and

WHEREAS, Dia de los Niños (Children's Day) recognizes and acknowledges every child on earth. Children of the Latino community have much to contribute to the future of this city; and

WHEREAS, Children bring happiness in the lives of their parents and relatives. They are delicate and April 30th, Dia de los Niños, commemorates the lives of our future pride and joy, our children. Children are a precious treasure, who will thrive on every hug and kiss. They will only be a child for a short time; and

WHEREAS, More than 5,000 children and their families attend the Chicago Dia de los Niños Parade each year. The parade strives to raise awareness about the importance of education for children; and

WHEREAS, This year the Chicago Dia de los Niños Parade will be held on Saturday, April 28, 2012 kicking-off at Plaza de Tenochtitlan on 18th Street and Blue Island Avenue and culminating at Harrison Park on 18th Street and Wood Street with a Fiesta; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of April 2012 A.D., do hereby declare April 30th to be El Dia de los Niños -- Day of the Child in the City of Chicago.

Presented By

ALDERMAN MORENO (1st Ward):

GRATITUDE EXTENDED TO ANTHONY "TONY" DUFFY FOR VOLUNTEER SERVICE AS POLICE BEAT FACILITATOR.

[R2012-368]

WHEREAS, The successful building of more robust and healthier communities, depends upon the effort invested by community leaders in bringing people together, building and nurturing long-term relationships and promoting neighbor involvement; and

WHEREAS, The Chicago Alternative Policing Strategy was formed in 1993 to foster collaboration between community and the Chicago Police Department; and

WHEREAS, Facilitating dialogue between residents and police officers is an integral part of increasing and maintaining the safety of a community; and

WHEREAS, Anthony "Tony" Duffy has volunteered tirelessly for 20 years as an active community member and organizer in the area bordered by Chicago, Ashland, Grand and Damen Avenues, providing networking opportunities, access to information and resources, and a sense of helpfulness in solving community problems; and

WHEREAS, Anthony "Tony" has assisted with National Night Out, Chicago Grand Neighbor Association, Ohio Street Homeowners Association block clean-ups, Boys and Girls Club events and numerous other community efforts; and

WHEREAS, Anthony "Tony" Duffy volunteered to facilitate police Beat 1324 monthly CAPS meetings, and was approved by the Chicago Police department for more than three years; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 18th day of April 2012, do hereby commend Mr. Anthony "Tony" Duffy for his excellent work as a police beat facilitator and his many actions to support the community at large; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony "Tony" Duffy.

Presented By

ALDERMAN FIORETTI (2nd Ward):

TRIBUTE TO LATE NICHOLAS T. VALKAN.

[R2012-370]

WHEREAS, In His infinite wisdom, Almighty God granted Nicholas T. Valkan eternal rest and peace on March 23, 2012; and

WHEREAS, Nicholas Valkan was born and raised as a lifelong resident of Chicago's Southeast Side. He was the beloved husband of Patricia; loving father of two children, Debra Gawrys and Constance Valkan; cherished grandfather of two grandchildren, Nicholas and Kristen Gawrys; and dear brother of the late Constance Valkan. He was also a talented pop and country singer, earning commercial success under the name Nick Noble, recording 109 singles and 4 albums during his music career; and

WHEREAS, Nicholas Valkan attended Hirsch Metropolitan High School, served in the Navy at the end of World War II, and earned a business-marketing degree at Loyola University, after which the natural showman innately appeared and took to the stage to perform; and

WHEREAS, Nicholas Valkan, as Nick Noble, achieved several hits on the newly-created Billboard pop charts in the mid 1950s, such as, "To You, My Love", "A Fallen Star", "Moonlight Swim", and his biggest hit, "The Bible Tells Me So", which was awarded a gold record. These hits remained popular on Chicago's airwaves and nationwide into the 1960s. In the 1970s, he achieved several more hits on the country charts with such songs as, "Stay with Me", "I Wanna Go Back", "The Girl on the Other Side", and "Big Man's Cafe". During his singing career, he appeared on The Ed Sullivan Show and The Tennessee Ernie Ford Show and,

locally, was a frequent guest on The Howard Miller Show and a very popular radio show of the time called The Breakfast Club; and

WHEREAS, Following his noteworthy music career that spanned over three decades, Nicholas Valkan entered the family business, working alongside his uncle at the renowned and popular Chicago diner, Lou Mitchell's. Many lasting and loving memories were made here amongst the Valkan family and friends throughout the 1980s, and it was not uncommon for the enthusiastic crowd to be treated to a song or two by none other than Nick Noble himself; and

WHEREAS, Nicholas Valkan received a Letter of Commendation from the Veteran's Administration for entertaining injured troops on several occasions, and donated his time and talent to MC and perform for the Campbell Lodge Boys Home's fundraisers held in Chicago; and

WHEREAS, Nicholas Valkan had strong ties to the Greek community in Chicago and was a member of the St. Constantine & Helen Greek Orthodox Church his entire life; and

WHEREAS, Nicholas Valkan lived the remainder of his long and happy life close to his loving family and friends, and his cherished memory lives on in those he moved, both personally, and in song; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has informed this august body of the passing of this adored and charming entertainer, family man, and friend; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of April 2012, do hereby express our sincere sorrow at the passing of Nicholas T. Valkan and extend our deepest condolences to his family and all those whose lives he touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Nicholas T. Valkan.

CONGRATULATIONS EXTENDED TO FATHER SCOTT DONAHUE ON 30TH ANNIVERSARY OF ORDINATION AS CATHOLIC PRIEST.

[R2012-369]

WHEREAS, Father Scott Donahue celebrates his 30th anniversary his ordination as a Catholic priest on May 12, 2012; and

WHEREAS, Father Scott Donahue has spent the last 20 of those years energetically devoting his efforts to assisting the young people of Mercy Home by providing them with the strength and guidance they need to chart their own lives and realize their full potential. Under his wing, thousands of children and young adults have overcome difficult circumstances and embarked on journeys leading to more fulfilling, happier lives; and

WHEREAS, After Father Scott Donahue assumed the role of the eighth president of Mercy Home with the blessing of His Eminence Francis Cardinal George, he instituted The Academy, Mercy Home's in-house education program, committed to providing the necessary educational and vocational skills that provide young people with a means to successfully pursue their goals and achieve their dreams; and

WHEREAS, Father Scott Donahue has also instituted Mercy Works, a faith-based volunteer program guided by motivated community members committed to making a positive difference in the lives of hurting children. Along with the late Father Close, he helped to raise \$10 Million to expand Mercy Home, opening the Reverend James J. Close Residence Hall, that has allowed Mercy Home to provide healing and support to even more children in need; and

WHEREAS, Father Scott Donahue expanded the AfterCare program, which seeks to build upon the relationships formed at Mercy Home by offering life-long support, encouragement and resources to former residents and their families; and

WHEREAS, Father Scott Donahue is the principal celebrant of Sunday Mass at Mercy Home, the Chicago area's most popular televised Catholic Mass, on which he shares the Eucharist every Sunday morning with over 60,000 viewers. This "parish of the airwaves" provides faithful worshippers who are unable to leave their homes, whether because of age or ailment, with an opportunity to fulfill their spiritual needs; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has informed this august body of Father Scott Donahue's tremendous positive impact upon the community that has led to this significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012 A.D., do hereby congratulate Father Scott Donahue on his 30th anniversary of being ordained as a Catholic priest, and graciously thank him for his continued commitment to this community with unwavering faith, love, and support; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Scott Donahue.

Presented By

ALDERMAN DOWELL (3rd Ward):

TRIBUTE TO LATE FRANK LEE BAITY.

[R2012-371]

WHEREAS, Frank Lee Baity was born in Belzoni, Mississippi on July 3, 1935 to James Baity and Arbella Payne Baity; and

WHEREAS, Mr. Baity attended both Watson Chapel and McNair High School in Belzoni and was proudly employed as a professional transportation engineer at Anderson's Cab Company; and

WHEREAS, Mr. Baity was the husband of Iona Hunt and the father of Frankie, Jr., Linda and Vicki; and

WHEREAS, Mr. Baity moved to Chicago, Illinois with his parents and twin sister Nellie in 1959 to continue his career as a professional transportation engineer; and

WHEREAS, Mr. Baity became a member of the New Life Church, Nehemiah Urban Church and the New Philadelphia Church upon arrival in Chicago; and

WHEREAS, Mr. Baity was a beloved individual, full of life, disposed to helping others and endowed with a witty and humorous nature; and

WHEREAS, Mr. Baity was the loving uncle of Eddie, Willie, Sharon, Deidre, Lynelle, Lorenzo, Clementine, Denise and TB, Jr., who saw him as a wonderful father figure; and

WHEREAS, Mr. Baity passed away on March 12, 2012 at the age of 76; now, therefore,

Be It Resolved, That we, the Mayor and the City Council members of the City of Chicago, assembled this 18th day of April 2012, do hereby honor the late Mr. Frank Lee Baity for his life of upstanding commitment to family, faith and community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Lee Baity.

TRIBUTE TO LATE JOHN ANDERSON JACKSON, SR.

[R2012-372]

WHEREAS, John Anderson Jackson, Sr. was born on August 31, 1927 in Clark, Louisiana to Willie and Virginia Jackson Varner; and

WHEREAS, Mr. Jackson was the youngest of five children and the brother of Mary Lee, Erma Lee, Otis Moran and Odell Galvin; and

WHEREAS, Mr. Jackson met and later married his beloved wife, Georgia B. Jackson, in the City of Chicago; and

WHEREAS, Mr. Jackson was a member of the United States Army, served in World War II and was a respected veteran; and

WHEREAS, Mr. Jackson returned to Chicago after the war to work in the Chicago Police Office and pursue a degree in criminal justice from the University of Arizona; and

WHEREAS, Mr. Jackson served as treasurer of the National Black Policeman Association and was a founding member of the Guardians Policeman Association and served as business manager from its founding until his death; and

WHEREAS, After 35 years of Fraternal Order of Police service, Mr. Jackson retired and started work in security at Chicago Midway Airport; and

WHEREAS, Mr. Jackson kept up a lifelong commitment of fund-raising for children and those in need, and protecting those that needed support who could not protect themselves; and

WHEREAS, Mr. Jackson served as a member of the Great Lakes ELKS Lodge Number 43, was the Exalter Ruler from 2000 -- 2010, and received the Past Grand Exalted Ruler Degree in 1997; and

WHEREAS, Mr. Jackson supported the growth of Emmanuel Community Church, serving as first member and chairman of the Deacon Board; and

WHEREAS, Mr. Jackson leaves behind his surviving children: Janifer Jackson Booher, Darrell Jackson, Patricia Jackson, Robert Jackson and Virginia "Gena" Jackson and the memory of his late son, John A. Jackson, Jr., as well as his many grandchildren and great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and the City Council members of the City of Chicago, assembled this 18th day of April 2012, do hereby honor the late Mr. John A. Jackson for his life of upstanding commitment to family, faith, and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John A. Jackson, Sr.

TRIBUTE TO LATE ROBERT LEWIS LUCAS.

[R2012-373]

WHEREAS, On March 18, 2012, Robert Lewis Lucas was called to eternal life by the wisdom of God; and

WHEREAS, Mr. Lucas was born to Marie Lucas in Ronceverte, West Virginia on January 10, 1925; and

WHEREAS, Mr. Lucas was a member of the United States Army who served honorably in Europe during World War II; and

WHEREAS, Mr. Lucas displayed his strong academic ability while earning his associate degree from Wilson College; and

WHEREAS, Mr. Lucas was dedicated to the cause of Civil Rights activism and served as both a founding member of the Congress of Racial Equality as well as the chairman of its Chicago chapter; and

WHEREAS, Mr. Lucas provided tremendous leadership as the executive director of the Kenwood Oakland Community Organization and was responsible for the implementation of a variety of neighborhood improvements and revitalization projects; and

WHEREAS, Mr. Lucas was united in holy matrimony to Anna Huffman on January 20, 1956; and

WHEREAS, Mr. Lucas was a loving father of and positive role model for his son, Lambert; and

WHEREAS, Mr. Lucas is affectionately remembered for his many roles with the Congregational Church of Park Manor United Church of Christ; now, therefore,

Be It Resolved, That we, the Mayor and the City Council members of the City of Chicago, assembled this 18th day of April 2012, do hereby commemorate Mr. Robert Lewis Lucas for his life of grace 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 Lewis Lucas.

Presented By

ALDERMAN BURNS (4th Ward):

GRATITUDE EXTENDED TO REVEREND DR. L. BERNARD JAKES ON SERVICE TO WEST POINT MISSIONARY BAPTIST CHURCH AND RECOGNITION OF APRIL 29, 2012 AS "THE REVEREND DR. L. BERNARD JAKES 10TH YEAR PASTORAL ANNIVERSARY".

[R2012-374]

WHEREAS, It is with great pleasure that the members of the City Council of the City of Chicago are hereby informed of 10 year pastoral anniversary of West Point Missionary Baptist Church's senior pastor/teacher, Reverend Dr. L. Bernard Jakes;

WHEREAS, The faith family of West Point Missionary Baptist Church has been organized since 1917, in the Bronzeville community of Chicago, Illinois; and

WHEREAS, The Reverend Dr. L. Bernard Jakes serves as the fifth pastor in the church's 95 year history; and

WHEREAS, The Reverend Dr. L. Bernard Jakes has proven himself as a compassionate pastor and social activist; and

WHEREAS, The Reverend Dr. L. Bernard Jakes has led the congregation in establishing housing in the Bronzeville community; and

WHEREAS, The Reverend Dr. L. Bernard Jakes has led the congregation in serving the greater Chicagoland community with a Food Pantry that feeds over 20,000 people yearly; and

WHEREAS, The Reverend Dr. L. Bernard Jakes has led the congregation in becoming socially conscious and politically astute -- working with local and state officials for the betterment of humanity; and

WHEREAS, The Reverend Dr. L. Bernard Jakes serves as co-chaplain at Elmhurst College, as well as serves on several boards across the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this 18th day of April 2012, do hereby recognize Reverend Dr. L. Bernard Jakes for his years of service, and hereby express our best wishes for his health and happiness. We also recognize that April 29, 2012 is recognized by the 4th Ward as "The Reverend Dr. L. Bernard Jakes 10th Year Pastoral Anniversary"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Dr. L. Bernard Jakes.

CONGRATULATIONS EXTENDED TO HALES FRANCISCAN HIGH SCHOOL ON 50TH ANNIVERSARY.

[R2012-375]

WHEREAS, It is with great pleasure and pride that the members of the City Council of the City of Chicago are hereby informed that Hales Franciscan High School, located at 4930 South Cottage Grove Avenue in the Bronzeville community, Chicago, Illinois, celebrates its 50th anniversary; and

WHEREAS, Hales Franciscan High School is a parochial high school under the jurisdiction of the Archdiocese of Chicago. Since 1962, Hales Franciscan High School has celebrated

African-American heritage, strived to instill cultural pride in its students and been dedicated to developing young men into leaders. Hales Franciscan High School is the only historically African-American, all-male, Catholic college preparatory high school in the state of Illinois and one of two such institutions in the nation; and

WHEREAS, Hales Franciscan High School celebrates its Jubilee Anniversary in recognizing the commitment, support and dedicated service that the Archdiocese of Chicago and the Franciscan Province of the Sacred Heart has provided; and

WHEREAS, Hales Franciscan High School continues to be a beacon of hope for young men of promise from families of every economic background, all of whom want their sons to become competent, well-educated leaders committed to social justice, personal excellence and moral integrity. Hales Franciscan High School has provided and must continue to provide leaders to an increasingly complex society; and

WHEREAS, Donald Hubert, a 1966 Hales graduate and a prominent trial attorney, led a successful school and community effort in persuading the Archdiocese and Franciscan leadership to transfer ownership of the school to a lay-Board of Regents in 1992 and was key in bringing substantial support to the school. Though saddened by Don's untimely death in 2006, we are inspired by his dedication that continues to inspire all who wish to make a difference in the lives of the young men at Hales Franciscan High School; and

WHEREAS, This august body has been informed of this auspicious occasion by the Honorable William D. Burns, Alderman of the 4th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this 18th day of April 2012, do hereby pay tribute to Hales Franciscan High School and extend congratulations on achieving its 50th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hales Franciscan High School community.

Presented By

ALDERMAN JACKSON (7th Ward):

TRIBUTE TO LATE MARVIN A. FRAZIER.

[R2012-376]

WHEREAS, It is with great sadness that the members of the City Council of the City of Chicago are hereby informed of the passing of Marvin A. Frazier, a devoted community activist, by Alderman Sandi Jackson, and

WHEREAS, Marvin A. Frazier was born August 18, 1948 in Chicago, Illinois, to the late Moses Frazier and Yvonne Webb; and

WHEREAS, Marvin A. Frazier religiously demonstrated a strong love for the community, he graciously accepted the leadership post of 7th Ward Block Club president;

WHEREAS, Marvin A. Frazier is survived by his wife, Arma; his sons, Ken (Raquel) and Carl (Lillian); his grandchildren, Kaden, Ken, Carl III, Brittany, Kenton and Carla; his brothers and sisters, Jeanette, Gwendolyn and Joseph; and a host of revered in-laws, cousins, nieces, nephews, extended family and friends; and

WHEREAS, Marvin A. Frazier 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 April 18, 2012, do hereby express our sorrow due to the death of Marvin A. Frazier 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 Marvin A. Frazier.

TRIBUTE TO LATE JACQUELINE LAVERNE WARMACK.

[R2012-377]

WHEREAS, It is with great sadness that the members of the City Council of the City of Chicago are hereby informed of the passing of Jacqueline Laverne Warmack, a spiritual woman and devoted family member and friend, by Alderman Sandi Jackson; and

WHEREAS, Jacqueline Laverne (Elliott) Warmack was born November 7, 1937 in Jackson, Mississippi; and

WHEREAS, Jacqueline Laverne Warmack developed an affinity for sports, including football, basketball and baseball. Above every other sporting event or team, Jackie was a huge Notre Dame football fan and would not miss a game; and

WHEREAS, Jacqueline Laverne Warmack is survived by husband of 56 years, Kenneth; sisters, Mildred and Marian; children, Kevin (Victoria), Cheryl, Karen (Leslie), Dale King, Kimberly (Daniel), Kenneth (Stacy); 16 grandchildren; seven great-grandchildren; and her loving companion, her dog, Mork; and

WHEREAS, Jacqueline Laverne Warmack 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 April 18, 2012, do hereby express our sorrow due to the death of Jacqueline Laverne Warmack and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jacqueline Laverne Warmack.

PROCLAMATION OF APRIL 21, 2012 AS "COMCAST CARES DAY" IN CHICAGO.
[R2012-378]

WHEREAS, Comcast remains an active, committed and engaged member of the Chicago community as demonstrated by 11 years of Comcast Cares service in local communities and well over 2.1 million total number of hours of service at approximately 3,500 project sites in local communities; and

WHEREAS, Comcast supports the core American value of volunteerism through partnerships, grants and volunteer activities that empowers individuals and organized communities; and

WHEREAS, Comcast Cares Day is a celebration of service, and is one of the largest national days of service that brings employees, families, friends and community partners together for a common purpose and mission; and

WHEREAS, Comcast is celebrating its 11th Comcast Cares Day, and has reached important milestones, including 2.5 million hours of service and over \$10.5 Million in grants to organizations nationwide; and

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility, thanks to the hard work, dedication and service of 1,365 Comcast volunteers in the Chicago area, including the 7th Ward community, Erie Neighborhood House, Association House of Chicago, Howland Charter School, City Year, Eden Place Nature Center, Chicago Food Depository, GADs Hill and UNO -- United Neighborhood Organization.

Now, Therefore, I, Alderman Sandi Jackson, representing the 7th Ward of Chicago, do hereby proclaim April 21, 2012 as "Comcast Cares Day".

Dated this 18th day of April, 2012.

Presented By

ALDERMAN HARRIS (8th Ward):

TRIBUTE TO LATE REVEREND DOCTOR ADDIE WYATT.

[R2012-379]

WHEREAS, In His infinite wisdom, Almighty God has granted Reverend Doctor Addie Wyatt, a legendary spiritual leader and iconic civil rights advocate, eternal rest on March 28, 2012; and

WHEREAS, Addie Loraine Cameron was born to Ambrose and Maggie Cameron in Brookhaven, Mississippi on March 8th of 1926. Addie was the second child to this then family of four. Her mother worked as a teacher and her father was a tailor in a pressing shop. They soon moved to Chicago in 1930, the peak of the Great Depression. They eventually found a home and settled on 42nd Street in the Bronzeville neighborhood. By this time, six more children were added to the family. Addie attended Forestville and Felsenthal elementary schools as an adolescent; and

WHEREAS, Addie accepted Christ at an early age. She began playing the piano for her church choir at Langley Avenue Church of God and took on the great responsibility of taking care of her brothers and sisters while her parents worked. She was a dedicated student at DuSable High School where she continued to participate in many clubs and pave the way to a great future for herself. During these years she met the love of her life, Claude S. Wyatt, Junior and married him. Later that year after she married she gave birth to their first child, Renaldo Wyatt, two years later Addie was blessed with a second son Claude Wyatt III. Addie made a sacrifice and left high school to raise her children but still showed determination by finishing high school at Central YMCA school where she took additional adult courses to better herself; and

WHEREAS, From 1941 to 1954, Reverend Doctor Addie L. Wyatt was employed in the meat packing industry. As a result of her experiences there, she became increasingly involved with her union's activities and eventually served for the next 30 years in various capacities with AFL-CIO affiliated unions. When she retired in 1984, figure in the United Food and Commercial Workers International Union. In 1974, Wyatt was a founder the Coalition of Labor Union Women. When she was appointed as the international vice president of the United Food and Commercial Workers in 1976, she was the first African-American woman to achieve an executive level leadership position in an international union; and

WHEREAS, In her spare time, Addie Wyatt was very dedicated to her spiritual side. She sang and directed the choir at many churches and led a gospel group called the "Wyatt Singers" that performed around the city and recorded several songs. During this era of her life, she even sang with the renowned Mahalia Jackson; and

WHEREAS, Reverend Doctor Addie and Claude Wyatt took on the task of raising her five siblings after her mother passed in 1944. The family moved to the Altgeld Gardens housing project where Addie quickly assumed a large role as a community activist. She wanted to make a better community for her siblings and children and formed a singing group for the youth called the Wyatt Choral Assembly; and

WHEREAS, After forming the group and leaving her legacy at Altgeld Gardens, Addie and her family moved in 1955. The same year Addie and Claude were blessed enough to found Vernon Park Church, a church that was truly theirs. Addie served as choir director, minister of music, and co-pastor. Reverend Doctor Addie Wyatt and her husband also worked closely with Martin Luther King Junior during this time. Addie participated in marches in Selma, Alabama, Washington, D.C. and here in this city. The Wyatt's were founders of Operation Breadbasket as well as founders and board members of Operation PUSH; and

WHEREAS, Reverend Dr. Addie L. Wyatt was noted for her groundbreaking work in women's rights on the Equal Rights Amendment and the Equal Pay for Equal Work campaign. She was appointed by Eleanor Roosevelt to serve on President John F. Kennedy's Commission on the Status of Women. She was on the cover of *Time* magazine in 1975 as one of 12 Women of the Year and had the same honor bestowed upon her by the *Ladies Home Journal* in 1977. Reverend Dr. Addie L. Wyatt was a founding member of the National Organization of Women (NOW) and the Coalition of Labor Union Woman (CLUW). At the CLUW's founding meeting in 1997, she delivered the keynote address to more than 3,200 participants, and remained active to the day of her death. President Jimmy Carter appointed her to the International Women's Commission and she was selected to address more than 20,000 women during the American Women's Conference in Houston, Texas; and

WHEREAS, Addie Wyatt received numerous awards and honors, including: Woman of the Year in 1975 for the *Time* magazine, and in 1977 from *Ladies' Home Journal*. She was one of *Ebony* magazine's 100 Outstanding Black Americans, 1981 -- 1984, an Image Award from the League of Black Women, and a street dedication in 1993 in honor of her and her husband. Reverend Wyatt earned an Honorary Doctor of Law degree from Anderson University in Anderson, Indiana in 1976, an Honorary Doctor of Humane Letters degree from Columbia College in Chicago in 1978 and additional honorary degrees from North Park Seminary in this city, and the Chicago Theological Seminary; and

WHEREAS, Reverend Addie L. Wyatt has left behind a legacy and nothing but wonderful memories to her family, congregation, and community. She was full of ambition that led her to success. It was her advocacy that paved the way for African-Americans and women everywhere. She was a true pioneer for human rights. Reverend Addie L. Wyatt is preceded in death by her father, mother, and husband but her dreams will live on through not only her children but, also through the thousands she has inspired; and

WHEREAS, The Honorable Michelle Harris, Alderman of the 8th Ward, has informed this august body of the passing of Reverend Doctor Addie L. Wyatt; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this 18th day of April 2012 A.D., do hereby express our sincerest sorrow upon learning of the passing of this remarkable citizen and extend our deepest condolence to her family and all those whose lives she touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Addie L. Wyatt.

Presented By

ALDERMAN BALCER (11th Ward):

CONGRATULATIONS EXTENDED TO ST. JEROME CROATIAN PARISH ON 100TH ANNIVERSARY.

[R2012-380]

WHEREAS, St. Jerome Croatian Parish celebrates its centennial anniversary of service to the Bridgeport community and this city's Croatian population; and

WHEREAS, In 1912, approximately 5,000 Croatians migrated to the neighborhood of Bridgeport in Chicago to work in the stockyards and the steel mills. In response to their spiritual needs, Archbishop James Quigley sought a priest of Croatian descent to minister to the community and the Croatian Franciscan Fathers of the Holy Family responded; and

WHEREAS, The Croatian Franciscan Fathers founded St. Jerome Croatian Parish at its initial location near 25th and Wentworth. In 1922, the parish was moved to its present location on 28th and Princeton; and

WHEREAS, In the autumn of 1922, a Croatian parochial school was established under the direction of the Sisters of the Adorers of the Blood of Christ. This group of nuns arrived from Bosnia to teach the children of that community in their native tongue. In the past 100 years, more than 2,600 students have graduated from the school; and

WHEREAS, In 1960, a new school and parish hall were built. For the past 28 years, the parish has offered classes on language, culture, history, and dance in order to keep the Croatian heritage alive. The St. Jerome grade school currently has 216 students enrolled; and

WHEREAS, The Honorable James A. Balcer, Alderman of the 11th Ward, has informed this august body of the celebration of St. Jerome Croatian Parish's centennial anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute St. Jerome Croatian Parish's century of service to the people of Bridgeport and Chicago's Croatian community as well as extend our very best wishes for its continued prosperity and success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to St. Jerome Croatian Parish.

**CONGRATULATIONS EXTENDED TO STS. PETER AND PAUL BASEBALL CLUB
ON 100TH ANNIVERSARY.**

[R2012-381]

WHEREAS, In 1912, a dedicated group of local residents in Chicago's McKinley Park neighborhood joined together to establish a new baseball club at Sts. Peter and Paul Parish, in recognition of the need for a neighborhood centered, inclusive organization to provide for a social and athletic requirements of area youth; and

WHEREAS, One hundred years later, the Sts. Peter and Paul Baseball Club is looked upon as a widely respected community asset, with a dedicated membership and hundreds of alumni near and far; and

WHEREAS, Throughout its proud history Sts. Peter and Paul Baseball Club members have developed leadership skills, learned the value of teamwork and self-discipline, and enjoyed the unique recreational spirit offered to participants and spectators alike in the great American pastime of baseball; and

WHEREAS, The club is currently benefiting from the capable and dedicated leadership of Club President William Gonerka; and

WHEREAS, Over the past century the Sts. Peter and Paul Baseball Club has won widespread acclaim for its work in raising the social awareness of club members, and supporting numerous athletic programs and social activities to provide a productive and safe outlet for young people to direct their energies; and

WHEREAS, Members of the Sts. Peter and Paul Baseball Club have consistently and uncompromisingly upheld the time honored principles and traditional values of family and community which have contributed so greatly to the club's longevity and success; and

WHEREAS, The Sts. Peter and Paul Baseball Club will host its centennial celebration and annual dinner dance and officer installation, to recognize the achievements of the past and look forward to the promise of the future; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, gathered on this 18th day of April 2012, do hereby offer our congratulations to Sts. Peter and Paul Baseball Club in recognition of its 100th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Father Thomas Smithson who is the pastor of Sts. Peter and Paul Parish and William Gonerka, president of the Sts. Peter and Paul Baseball Club.

Presented By

ALDERMAN QUINN (13th Ward):

TRIBUTE TO LATE STEVE BATINICH.

[R2012-382]

WHEREAS, God in His infinite wisdom has called Steve Batinich to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Marty Quinn; and

WHEREAS, "Stevo" age 90, WWII Army Air Corp veteran, beloved husband of the late Mary V. nee Lopac; loving son of the late Nikola and Milica Batinich; loving father of Steve, Jr. (Donna), Mark (Carole), and David; dearest grandfather of Denise (Dan) Telford, Stevan, Jackie (Travis), Thomas (Lois), Nick, Paige, and Alena; great-grandfather of Davina, Delanee, Noemi, Maxwell, Kaya, and Olivia; father-in-law of Wendy Friant; fond brother of Peter Batinich, Alex Batinich, Mitchell Batinich, Saya Dowling, Nicholas Batinich, Thomas Batinich, the late George Batinich, and Doreen Batinich; also many sisters and brother-in-law, nieces, nephews, and Kumovi. Steve loved hockey and played semi professional hockey with the Chicago Hornets and Royals. He also coached Hubbard High School hockey team from 1972 to 1977. Avid bowler who was proud of his 299 game. He was a 45 year employee of Rheem Manufacturing and a five year employee of Chicago Steel Container. Member of Elks Lodge Number 1161 in Minnesota, Serbian National Federation Kara George Lodge and St. Archangel Michael Serbian Orthodox Church, Steve Batinich 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 18th day of April 2012, hereby express our sorrow on the death of Steve Batinich 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 Batinich.

TRIBUTE TO LATE JOHN M. QUINN, JR.

[R2012-383]

WHEREAS, God in His infinite wisdom has called John M. Quinn, Jr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Marty Quinn; and

WHEREAS, Age 33; beloved husband of Julie (nee Sloniger); proud father of Gracie and Carlin; cherished son of Dolores "Dee" (nee Nagle) and the late John M. Quinn, Sr.; loving brother of Michael (Danielle) and Melissa; dear uncle of Kaylie, Zachary and Kennedy; fond son-in-law of Barry and Andrea Sloniger; brother-in-law of Greg (Cindy); caring nephew, cousin and friend of many; avid fisherman and outdoor enthusiast; and member of Painters District Council Number 30, John M. Quinn, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of April 2012, hereby express our sorrow on the death of John M. Quinn, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John M. Quinn, Jr.

TRIBUTE TO LATE VIRGINIA VERSCHOREN.

[R2012-384]

WHEREAS, God in His infinite wisdom has called Virginia Verschoren to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13th Ward; and

WHEREAS, Virginia Verschoren 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 18th day of April 2012, do hereby express our sorrow on the death of Virginia Verschoren and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Virginia Verschoren.

*CONGRATULATIONS EXTENDED TO RICHARD E. GUERIN ON RETIREMENT
FROM ST. BEDE THE VENERABLE SCHOOL.*

[R2012-385]

WHEREAS, At the end of the St. Bede the Venerable parochial school year, Richard E. Guerin, an outstanding educational leader and respected member of his community, will be retiring after more than three decades; and

WHEREAS, For the past 37 years, Richard E. Guerin has implemented his vision of a school that engages and nurtures every pupil. As a principal, the tone he has set is inviting, enriching and vital. He motivates his teachers and students to excel as well as stay in communication with parents and community members. He has taken many teachers under his wing, seven of which are now principals within the Archdiocese of Chicago. He has always been at the focal point in the times of joy and success shared by the community. Prior to his extraordinary career as a principal he was the director of religious education at Christ the King in Chicago and St. Mary in Lake Forest; and

WHEREAS, As an educator, Richard Guerin has garnered numerous awards, notably the National Distinguished Principal Award presented to him in Washington, D.C. in October of 2005, the Distinguished Alumni Award from St. Xavier University, the prestigious Sister Dorothy Mairie Peschon Award for 2009, the Legislative Action Person of the Year award from the Catholic Conference for Illinois and, in 1985, he was the McGuire Educator of the Year; and

WHEREAS, As a leader, Richard Guerin serves in a number of capacities. He is a member of the Office of Catholic Schools Improvement Team as well as a principal mentor for Archdiocese of Catholic Schools and serves on the St. Xavier Advisory Board for Early Childhood for the department of Teacher and Graduate Education; and

WHEREAS, Richard E. Guerin is also an active member of his community. He is on the Village of Clarendon Hills Library and Park Board, serves as a eucharistic minister, lector, and fund-raiser for Misericordia & Mercy Homes as well as being program director for WORDS CAN HEAL; and

WHEREAS, Richard E. Guerin lives in the southern suburb of Clarendon Hills with his wife of 41 years, Eileen. They have three married children and eight grandchildren; and

WHEREAS, The Honorable Marty Quinn, Alderman of the 13th Ward, has apprised this august body of Richard Guerin's auspicious milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute Richard E. Guerin upon the occasion of his retirement from a praiseworthy career as an exceptional leader in the vital field of education and extend our very best wishes for his success in any and all future endeavors he may wish to undertake; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard E. Guerin.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE LEE BALTERMAN.

[R2012-386]

WHEREAS, Lee Balterman has been called to eternal life by the wisdom of God at the age of 91; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Lee Balterman was a renowned photographer who spent more than six decades capturing the images of athletes, artists, politicians and ordinary citizens; and

WHEREAS, During the course of his career, Lee Balterman worked for such prestigious publications as *Life*, *Fortune* and *Sports Illustrated* magazines; and

WHEREAS, Lee Balterman captured the grief of families devastated by Chicago's 1958 fire at Our Lady of the Angels School with images that prompted the revamp of the nation's school fire codes; and

WHEREAS, A lifelong resident of Chicago, Lee Balterman attended Lake View High School and the School of the Art Institute; and

WHEREAS, Lee Balterman's iconic black and white photographs are critically acclaimed as unguarded, intimate, and raw portraits of the human experience; and

WHEREAS, To his beloved family, Lee Balterman 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 18th day of April 2012, do hereby commemorate Lee Balterman 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 Lee Balterman.

TRIBUTE TO LATE ALVIN BOUTTE, SR.

[R2012-387]

WHEREAS, Alvin Boutte, Sr. has been called to eternal life by the wisdom of God at the age of 82; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Alvin Boutte, Sr. was a widely respected member of Chicago's business community and the loving husband of Barbara; and

WHEREAS, Alvin Boutte, Sr. was the much-adored father of Janice, Jeanette, Al, Jr., and Gregory and the grandfather of four to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, A native of Lake Charles, Louisiana, Alvin Boutte, Sr. earned a degree in pharmacy from Xavier University and moved to Chicago to open a drugstore and later expanded his venture into a successful chain of stores; and

WHEREAS, Along with African-American business leader George Johnson, Alvin Boutte, Sr. created the Independence Bank which became the largest minority-owned bank in the United States; and

WHEREAS, A proponent of racial equality and social justice, Alvin Boutte, Sr. raised funds to support the civil rights efforts of Dr. Martin Luther King, Jr., and others; and

WHEREAS, Alvin Boutte, Sr. learned perseverance from his father who was rebuffed time and again when he attempted to vote in the South; and

WHEREAS, The leaders of Chicago's business community will remember Alvin Boutte, Sr. as an innovator who transformed the City's African-American business community; and

WHEREAS, To his beloved family, Alvin Boutte, 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 18th day of April 2012, do hereby commemorate Alvin Boutte, 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 Alvin Boutte, Sr.

TRIBUTE TO LATE FRANK M. COVEY, JR.

[R2012-388]

WHEREAS, Frank M. Covey, Jr. has been called to eternal life by the wisdom of God at the age of 79; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, An accomplished attorney and law professor, Frank M. Covey, Jr. was the loving and devoted husband of Patricia; and

WHEREAS, Frank M. Covey, Jr. was the much-adored father of Geralyn, F. Michael III, and Regis and the grandfather of six to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, After graduating from Loyola University Law School, Frank M. Covey, Jr. clerked for Illinois Appellate Court Justice U.S. Schwartz; and

WHEREAS, Frank M. Covey, Jr. practiced for 28 years with the firm of McDermott, Will & Emery, and was a leader within the Chicago, Illinois State, and American Bar Associations; and

WHEREAS, Frank M. Covey, Jr. served as a senior fellow of the Center for Public Resources in New York City and was a task force leader on alternative dispute resolution mechanisms which is a division of the Special Commission of the Administration of Justice in Cook County; and

WHEREAS, Frank M. Covey, Jr. was a member of the board of trustees of Loyola University, president of Loyola's Alumni Association and a member of the Union League Club of Chicago; and

WHEREAS, To his beloved family, Frank M. Covey, 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 18th day of April 2012, do hereby commemorate Frank M. Covey, 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 Frank M. Covey, Jr.

TRIBUTE TO LATE HOWARD M. DEAN, JR.

[R2012-389]

WHEREAS, Howard M. Dean, Jr. has been called to eternal life by the wisdom of God at the age of 74; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Howard M. Dean, Jr. was a widely admired member of the business community and the loving and devoted husband of Diane; and

WHEREAS, Howard M. Dean, Jr. was the much-adored father of Ashley, Jennifer, and the late Elizabeth, and the grandfather of nine; and

WHEREAS, Howard M. Dean, Jr. built Dean Foods, the business founded by his grandfather in 1925, into one of the nation's largest and most successful dairies; and

WHEREAS, Prior to joining his family's business, Howard M. Dean, Jr. served his country in the United States Navy; and

WHEREAS, Howard M. Dean, Jr. joined Dean Foods in 1965 as an internal auditor, and rose to become president and chief executive officer in 1987; and

WHEREAS, Following a long and highly successful career, Howard M. Dean, Jr. retired from Dean Foods in 2002, when the company merged with Suiza Foods Corporation; and

WHEREAS, To his beloved family, Howard M. Dean, 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 18th day of April 2012, do hereby commemorate Howard M. Dean, 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 Howard M. Dean, Jr.

TRIBUTE TO LATE HONORABLE ABNER S. GANET.

[R2012-390]

WHEREAS, The Honorable Abner S. Ganet has been called to eternal life by the wisdom of God at the age of 86; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Abner S. Ganet was the loving and devoted husband of Janet; and

WHEREAS, The Honorable Abner S. Ganet was the much-adored father of Fred, Larry, Edward and Marcey; the grandfather of eleven; and the great-grandfather of four to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Abner S. Ganet was the dear brother of Leonore; and

WHEREAS, The Honorable Abner S. Ganet served as the mayor of Elmhurst from 1977 to 1985; and

WHEREAS, The son of Jewish immigrants from Russia and Poland, the Honorable Abner S. Ganet was born and raised on the West Side of Chicago; and

WHEREAS, The Honorable Abner S. Ganet served in the United States Army during World War II and liberated the Buchenwald concentration camp in Germany; and

WHEREAS, For more than 30 years, the Honorable Abner S. Ganet was a trustee of Elmhurst College where he was actively involved in the school's Holocaust Education Project and reached out to share his experiences with local schools and civic groups; and

WHEREAS, In his private life, the Honorable Abner S. Ganet owned Leonard's Store for Men in downtown Elmhurst; and

WHEREAS, During the 1990s, Abner S. Ganet was an executive with the Metropolitan Pier and Exposition Authority; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Abner S. Ganet serve as an example to all; and

WHEREAS, To his beloved family, the Honorable Abner S. Ganet 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 18th day of April 2012, do hereby commemorate the Honorable Abner S. Ganet 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 Abner S. Ganet.

TRIBUTE TO LATE DAVID B. HELLER.

[R2012-391]

WHEREAS, David B. Heller has been called to eternal life by the wisdom of God at the age of 80; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A successful financier and generous philanthropist, David B. Heller was the loving and devoted husband of Diane; and

WHEREAS, David B. Heller was the much-adored father of Lee and Jill and the stepfather of Lisa and Matt and the grandfather of six to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, David B. Heller was a founding director of the Focused Ultrasound Foundation which provides support for technology which has the potential to help millions of people with serious medical disorders; and

WHEREAS, In 1974, David B. Heller founded Advisory Research Incorporated (ARI), and was the former governor of the Midwest Stock Exchange and the Chicago Board Options Exchange; and

WHEREAS, David B. Heller devoted his time, effort, and resources to medical advancement and wealth management; and

WHEREAS, A lifelong resident of Chicago, David B. Heller attended Francis W. Parker School, and later served as its board president; and

WHEREAS, David B. Heller graduated from Harvard University, received a master's degree from the University of Chicago, and earned a doctorate from the University of Illinois at Chicago; and

WHEREAS, Prior to founding ARI, David B. Heller served as vice-president, treasurer, and chief financial officer for A.G. Becker & Co., and as president of Ralph W. Davis & Co. in Chicago; and

WHEREAS, David B. Heller spent much of his later years devoting time and resources to the Focused Ultrasound Foundation in the hope of achieving medical success through noninvasive technology; and

WHEREAS, To his beloved family, David B. Heller 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 18th day of April 2012, do hereby commemorate David B. Heller 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 B. Heller.

TRIBUTE TO LATE HONORABLE WILLIAM J. HIBBLER.

[R2012-392]

WHEREAS, The Honorable William J. Hibbler has been called to eternal life by the wisdom of God at the age of 65; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable William J. Hibbler was a widely admired jurist and the loving husband of Regina; and

WHEREAS, The Honorable William J. Hibbler was the much-adored father of William II and Aviv to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The Honorable William J. Hibbler had ably served for more than a dozen years as a federal judge; and

WHEREAS, A longtime resident of Chicago, the Honorable William J. Hibbler earned his law degree from DePaul University; and

WHEREAS, Prior to becoming a judge, the Honorable William J. Hibbler served in both the Cook County State's Attorney's office and in private practice; and

WHEREAS, The Honorable William J. Hibbler became an associate judge of the Circuit Court of Cook County in 1986 before being appointed by President Clinton to the federal bench in 1999; and

WHEREAS, The Honorable William J. Hibbler was active in the Just the Beginning Foundation, a nonprofit group which seeks to nurture an interest in law among young people whose socioeconomic, cultural, and ethnic backgrounds are under-represented in the legal profession; and

WHEREAS, Colleagues of the Honorable William J. Hibbler will remember him as a warm and compassionate individual who displayed an extraordinary sense of fairness; and

WHEREAS, To his beloved family, the Honorable William J. Hibbler 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 18th day of April 2012, do hereby commemorate the Honorable William J. Hibbler 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 J. Hibbler.

TRIBUTE TO LATE WAYNE HOFFMAN.

[R2012-393]

WHEREAS, Wayne Hoffman has been called to eternal life by the wisdom of God at the age of 89; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Wayne Hoffman was a widely admired air cargo entrepreneur and the loving and devoted husband for 66 years of Laura; and

WHEREAS, Wayne Hoffman was the much-adored father of Philip, Karen and Kristin; the grandfather of eight; and the great-grandfather of seven to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Chicago, Wayne Hoffman attended the University of Illinois where he earned both an undergraduate and a law degree; and

WHEREAS, During World War II, Wayne Hoffman bravely fought for his country on D-Day as a member of the United States Army's 1st Infantry Division on the beaches of Normandy; and

WHEREAS, The recipient of two Purple Hearts and a Silver Star, Wayne Hoffman rose to the rank of captain; and

WHEREAS, After the war, Wayne Hoffman served in the law departments of the Illinois Central and New York Central railroads; and

WHEREAS, Wayne Hoffman rose to become the chairman of Tiger International, which was founded by American volunteer fighter pilots who flew missions against the Japanese over China during World War II; and

WHEREAS, Wayne Hoffman brought transportation management knowledge to the Flying Tigers Line and helped it to become the world's largest air cargo carrier; and

WHEREAS, Following a long and illustrious career, Wayne Hoffman retired as chairman in 1986 prior to the company being sold to Federal Express; and

WHEREAS, The hard work, sacrifice and dedication of Wayne Hoffman serve as an example to all; and

WHEREAS, To his beloved family, Wayne Hoffman 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 18th day of April 2012, do hereby commemorate Wayne Hoffman 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 Wayne Hoffman.

TRIBUTE TO LATE HONORABLE MIGUEL DE LA MADRID HURTADO.

[R2012-394]

WHEREAS, The Honorable Miguel de la Madrid Hurtado has been called to eternal life by the wisdom of God at the age of 77; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado was the 52nd President of Mexico and the loving husband of Paloma Cordero; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado was the much-adored father of Miguel, Enrique, Federico, Gerardo, and Margarita to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado served as the President of Mexico from 1982 through 1988 and shepherded his country through both economic crises and natural disasters; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado led Mexico back from near economic collapse and is credited with putting Mexico on a path toward a free market economy which resulted in the nation entering into the North American Free Trade Agreement; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado earned a law degree from the National Autonomous University of Mexico and a master's degree in public administration from Harvard University's Kennedy School of Government; and

WHEREAS, The Honorable Miguel de la Madrid Hurtado worked to bolster Mexico's independence and national pride while maintaining positive relations with the United States; and

WHEREAS, To his beloved family, the Honorable Miguel de la Madrid Hurtado 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 18th day of April 2012, do hereby commemorate the Honorable Miguel de la Madrid Hurtado 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 Miguel de la Madrid Hurtado.

TRIBUTE TO LATE HONORABLE MILTON JENSEN.

[R2012-395]

WHEREAS, The Honorable Milton Jensen has been called to eternal life by the wisdom of God at the age of 79; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, An accomplished pilot and dedicated public servant, the Honorable Milton Jensen was the loving and devoted husband of Ina; and

WHEREAS, The Honorable Milton Jensen was the much-adored father of seven children, the grandfather of 20 and the great-grandfather of 12 to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The Honorable Milton Jensen served as both the mayor of Zion and of Beach Park, and was the only elected official in the history of Lake County to head both a city and a village; and

WHEREAS, A native of Wisconsin, the Honorable Milton Jensen worked for 37 years as a United Airlines pilot; and

WHEREAS, In his retirement, the Honorable Milton Jensen became computer savvy and was active in many organizations, including the Retired United Pilots Association; and

WHEREAS, Colleagues of the Honorable Milton Jensen will remember him as a great friend, mentor, and leader who brought out the best in people; and

WHEREAS, Even those who disagreed with him politically respected and admired the Honorable Milton Jensen; and

WHEREAS, To his beloved family, the Honorable Milton Jensen 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 18th day of April 2012, do hereby commemorate the Honorable Milton Jensen 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 Milton Jensen.

TRIBUTE TO LATE MELVIN JOHNSON.

[R2012-396]

WHEREAS, Melvin Johnson 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 Edward M. Burke; and

WHEREAS, Melvin Johnson was the ninth child of Summie and Prinnie Elnora Johnson; and

WHEREAS, Educated in Chicago's public schools, Melvin Johnson graduated from William Penn Elementary School and Farragut High School; and

WHEREAS, Melvin Johnson attended New Morning Star Missionary Baptist Church and received Christ as his personal savior at the age of 18; and

WHEREAS, During his career, Melvin Johnson worked for many years at the John J. Madden Mental Health Center in Hines, Illinois and later served in security for the Food for Less chain of stores; and

WHEREAS, Melvin Johnson was also known as a man of true compassion for others and served as a caregiver to his mother later in life; and

WHEREAS, His love of life and ability to live it to the fullest endeared Melvin Johnson to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, To his beloved family, Melvin Johnson 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 18th day of April 2012, do hereby commemorate Melvin Johnson 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 Melvin Johnson.

TRIBUTE TO LATE DR. EMMET LARKIN.

[R2012-397]

WHEREAS, Dr. Emmet Larkin has been called to eternal life by the wisdom of God at the age of 84; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Hyde Park, Dr. Emmet Larkin was a widely admired educator and the loving and devoted husband of Dianne; and

WHEREAS, Dr. Emmet Larkin was the much-adored father of Heather and Siobhan and the grandfather of two to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, An Irish history scholar, Dr. Emmet Larkin devoted the bulk of his career to studying Ireland's past and the role of the Roman Catholic Church in bringing education and jobs to the impoverished following the country's 19th century potato famine; and

WHEREAS, For 40 years, Dr. Emmet Larkin worked as a history professor at the University of Chicago where his students and colleagues will remember him as a lively and animated instructor with high academic standards; and

WHEREAS, Dr. Emmet Larkin's love of Irish history came directly from his mother who was born and raised in Ireland, and from his father, who spent the greater part of his youth there; and

WHEREAS, Dr. Emmet Larkin served in the United States Army during World War II after which he earned a doctorate in history from New York's Columbia University; and

WHEREAS, Prior to joining The University of Chicago faculty, Dr. Emmet Larkin taught English at both Brooklyn College and at Massachusetts Institute of Technology; and

WHEREAS, Dr. Emmet Larkin earned many honors and awards for his work, including an honorary doctorate from the National University of Ireland; and

WHEREAS, To his beloved family, Dr. Emmet Larkin 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 18th day of April 2012, do hereby commemorate Dr. Emmet Larkin for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Emmet Larkin.

TRIBUTE TO LATE SHEILA LEONARD.

[R2012-398]

WHEREAS, Sheila Leonard has been called to eternal life by the wisdom of God at the age of 85; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Chicago, Sheila Leonard was the loving and devoted wife of WGN radio personality Roy Leonard; and

WHEREAS, The much-adored matriarch of her family, Sheila Leonard was the mother of Kip, Kerry, Kolin, Kent, Kyle, and Kelly and the grandmother of eight; and

WHEREAS, Born in Massachusetts, Sheila Leonard graduated from junior college and worked as an office manager in a medical office before meeting her future husband in a local theater group; and

WHEREAS, The couple married in 1953 and moved to Kenilworth after Roy Leonard joined WGN-AM Radio in 1967; and

WHEREAS, Sheila Leonard devoted her life to the raising of her six sons, and enjoyed music, theater, and traveling with her husband; and

WHEREAS, A gifted conversationalist and a natural hostess, Sheila Leonard often entertained her husband's celebrity radio guests; and

WHEREAS, A woman of dignity, kindness and charm, Sheila Leonard inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Sheila Leonard to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Sheila Leonard will be dearly missed and fondly remembered by her many relatives and friends; and

WHEREAS, To her beloved family, Sheila Leonard 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 18th day of April 2012, do hereby commemorate Sheila Leonard 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 Sheila Leonard.

TRIBUTE TO LATE FRANK D. LUCCHESI.

[R2012-399]

WHEREAS, Frank D. Lucchesi has been called to eternal life by the wisdom of God at the age of 93; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Frank D. Lucchesi was the loving and devoted husband of Vera; and

WHEREAS, Frank D. Lucchesi was the much-adored father of Arlene and Frank, the grandfather of four and the great-grandfather of three to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The youngest of five sons born to Italian immigrants, Frank D. Lucchesi served in the United States Navy as a radar specialist during World War II; and

WHEREAS, A Chicago Avenue icon, Frank D. Lucchesi was a father figure to thousands of youths on the city's West Side; and

WHEREAS, As founder of both the Lucchesi Boys Off the Street Club and the Pat Patrone Little League, Frank D. Lucchesi involved youngsters in sports to keep them out of trouble; and

WHEREAS, Frank D. Lucchesi launched the first youth sports program in his Italian, working-class neighborhood, and personally coached baseball, basketball, football, hockey and boxing for many years; and

WHEREAS, Frank D. Lucchesi also organized parades, street dances, and roller-skating parties in an attempt to provide fun and constructive activities for the children of his community; and

WHEREAS, No child was ever turned away from his programs for lack of money because Frank D. Lucchesi would cover the costs himself when necessary; and

WHEREAS, The National Italian American Sports Hall of Fame annually bestows a "neighborhood hero" award in honor of Frank D. Lucchesi; and

WHEREAS, Hundreds of his former athletes continue to meet annually and credit Frank D. Lucchesi with their lasting friendships; and

WHEREAS, To his beloved family, Frank D. Lucchesi 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 18th day of April 2012, do hereby commemorate Frank D. Lucchesi 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 Frank D. Lucchesi.

TRIBUTE TO LATE NORMAN MARK.

[R2012-400]

WHEREAS, Norman Mark has been called to eternal life by the wisdom of God at the age of 72; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Norman Mark was a widely admired member of the print and broadcast community and the loving husband of Grace; and

WHEREAS, Norman Mark was the much-adored father of Joel, Geoff and Russell and the grandfather of two to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, Norman Mark was best known for his role as entertainment reporter and art critic on Chicago's WMAQ-Channel 5; and

WHEREAS, Norman Mark served for thirteen years as a writer and television critic for the *Chicago Daily News*, and contributed free lance articles to the *Chicago Sun-Times*; and

WHEREAS, Norman Mark wrote and produced several documentaries and did voice over work for many more; and

WHEREAS, Born and raised in Chicago, Norman Mark graduated from Northwestern University's Medill School of Journalism and authored six books; and

WHEREAS, Throughout the course of his long and illustrious career, Norman Mark received numerous awards, including a Chicago Emmy Award, a Peter Lisagor Award and three Pulitzer Prize nominations; and

WHEREAS, Norman Mark will be remembered for his passion for the arts and his ability to put an interesting and provocative spin on the subjects he covered; and

WHEREAS, To his beloved family, Norman Mark 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 18th day of April 2012, do hereby commemorate Norman Mark 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 Mark.

TRIBUTE TO LATE MARINE CORPORAL ALEX MARTINEZ.

[R2012-401]

WHEREAS, Marine Corporal Alex Martinez has gone to his eternal reward at the age of 21; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Elgin, Marine Corporal Alex Martinez was the loving and devoted husband of Julianna; and

WHEREAS, Marine Corporal Alex Martinez was killed on April 5, 2012, while performing combat operations in Afghanistan; and

WHEREAS, Marine Corporal Alex Martinez was called to a life of service from a young age, wanting to follow in the footsteps of his father, who had served in the United States Navy; and

WHEREAS, Marine Corporal Alex Martinez enlisted with the United States Marine Corps in 2009, and was engaged in his second deployment at the time of his death; and

WHEREAS, Marine Corporal Alex Martinez was a dedicated Marine with numerous honors, and looked forward to returning to Illinois and starting a family once his service was complete; and

WHEREAS, To his loving wife, Julianna, and his beloved family, Marine Corporal Alex Martinez 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 18th day of April 2012, do hereby commemorate Marine Corporal Alex Martinez 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 Marine Corporal Alex Martinez.

TRIBUTE TO LATE WILLIE L. MAY.

[R2012-402]

WHEREAS, Willie L. May has been called to eternal life by the wisdom of God at the age of 75; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Willie L. May was an Olympic silver medalist and a longtime athletic director for Evanston Township High School; and

WHEREAS, A native of Alabama, Willie L. May came to the Chicago area as a youth; and

WHEREAS, Willie L. May graduated from Blue Island High School where he excelled in track and field and attended Indiana University, where he won seven Big Ten championships in hurdles; and

WHEREAS, As a participant in the 1960 Olympic Games held in Rome, Willie L. May won a silver medal in the 110 meter hurdles, capturing the same medal in the 1963 Pan American Games; and

WHEREAS, In the early 1970s, Willie L. May joined Evanston Township High School as a coach and physical education teacher and was named athletic director in 1983; and

WHEREAS, During his highly successful tenure at Evanston Township High School, Willie L. May led the track and field team to 26 conference titles and five state championships; and

WHEREAS, Even after retiring from his various positions at the school, Willie L. May remained active in Evanston Township High School athletics; and

WHEREAS, Willie L. May was a member of the Indiana University Athletic Hall of Fame, the Illinois Track and Cross Country Coaches Association Hall of Fame, and the Chicagoland Sports Hall of Fame, and was named the greatest athlete in the history of Blue Island High School; and

WHEREAS, Willie L. May will be remembered for his grace, humility and strength which defined his life's work; and

WHEREAS, To his beloved family, Willie L. May 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 18th day of April 2012, do hereby commemorate Willie L. May 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 Willie L. May.

TRIBUTE TO LATE ODAS NICHOLSON.

[R2012-403]

WHEREAS, Odas Nicholson has been called to eternal life by the wisdom of God at the age of 87; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A highly respected member of the legal community, Odas Nicholson served for 14 years as a judge for the Circuit Court of Cook County, and was the first African-American president of the Women's Bar Association of Illinois; and

WHEREAS, Prior to her role as judge, Odas Nicholson worked as a trial lawyer and the chief legal officer for the United States Equal Employment Opportunity Commission; and

WHEREAS, Odas Nicholson served as secretary to the Sixth Illinois Constitutional Convention and helped to write the state's 1970 constitution; and

WHEREAS, Odas Nicholson earned her law degree from DePaul University and was the only woman in her class and the first African-American to graduate from the institution; and

WHEREAS, The youngest of seven children, Odas Nicholson was raised on a farm in Mississippi before moving to Chicago at the age of 13; and

WHEREAS, Odas Nicholson's colleagues will remember her as a trailblazer with a formidable mind and a healthy dose of common sense; and

WHEREAS, In 1995 Odas Nicholson was inducted into the National Bar Association Hall of Fame; and

WHEREAS, To her beloved family, Odas Nicholson 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 18th day of April, 2012, do hereby commemorate Odas Nicholson 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 Odas Nicholson.

TRIBUTE TO LATE JOHN E. O'MALLEY.

[R2012-404]

WHEREAS, John E. O'Malley has been called to eternal life by the wisdom of God at the age of 88; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John E. O'Malley was a highly decorated 30-year veteran of the Chicago Fire Department and the loving husband of Loretta; and

WHEREAS, John E. O'Malley was the much-adored father of the Honorable Jack, Kevin, Kathleen, Maureen, Timothy, Brian and the late Mary Loretta, the grandfather of nine and the great-grandfather of three; and

WHEREAS, Raised on the Northwest Side, John E. O'Malley served his country in the United States Navy in the Pacific during World War II; and

WHEREAS, John E. O'Malley joined the Chicago Fire Department in 1953 and rose through the ranks to become a deputy commissioner in charge of support services and 4th Battalion chief; and

WHEREAS, John E. O'Malley was given the nickname "Black Jack" by his fellow firefighters in recognition of his toughness and devotion to duty; and

WHEREAS, As a young lieutenant, John E. O'Malley led the Chicago Fire Department's first snorkel unit; and

WHEREAS, John E. O'Malley was honored with a lifesaving award after rescuing a woman from the third floor of a burning apartment building; and

WHEREAS, Colleagues, friends and loved ones of John E. O'Malley will remember him as a dedicated and selfless leader; and

WHEREAS, To his beloved family, John E. O'Malley 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 18th day of April 2012, do hereby commemorate John E. O'Malley 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 E. O'Malley.

TRIBUTE TO LATE REVEREND KEVIN O'ROURKE.

[R2012-405]

WHEREAS, The Reverend Kevin O'Rourke has been called to eternal life by the wisdom of God at the age of 85; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Kevin O'Rourke was a widely admired member of the religious community and a leading authority on health care ethics and bioethics; and

WHEREAS, Born on March 3, 1927, in Park Ridge, the Reverend Kevin O'Rourke was one of eight children of William Joseph and Winifred Ann, nee Stanton; and

WHEREAS, The Reverend Kevin O'Rourke graduated from Fenwick High School, entered the Dominican Order in 1947 and was ordained a priest in 1954; and

WHEREAS, The Reverend Kevin O'Rourke earned a juris canonici doctor in 1958; and

WHEREAS, The Reverend Kevin O'Rourke was a scholar at the Neiswanger Institute for Bioethics and Health Policy at Loyola University; and

WHEREAS, The hard work, sacrifice and dedication of the Reverend Kevin O'Rourke serve as an example to all; and

WHEREAS, To his beloved family, the Reverend Kevin O'Rourke 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 18th day of April 2012, do hereby commemorate the Reverend Kevin O'Rourke 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 Kevin O'Rourke.

TRIBUTE TO LATE RUTH CAVELL VAN ETEN OSGOOD.

[R2012-406]

WHEREAS, Ruth Cavell Van Etten Osgood has been called to eternal life by the wisdom of God at the age of 87; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of La Grange, Ruth Cavell Van Etten Osgood was the much-adored mother of John, Lynn, Amy, Rachel and the late Rebecca Ann and the grandmother of two; and

WHEREAS, A licensed pilot, Ruth Cavell Van Etten Osgood joined the Women's Air Force Service Pilots (WASP) program during World War II and served as an air traffic controller for the duration of the war; and

WHEREAS, Ruth Cavell Van Etten Osgood graduated from Michigan State University and worked for more than two decades in the field of women's healthcare; and

WHEREAS, A dedicated community volunteer, Ruth Cavell Van Etten Osgood was actively involved in the civil rights movement, the La Grange Community Nurse and Service Organization, and the La Grange Area Historical Society; and

WHEREAS, A world traveler, Ruth Cavell Van Etten Osgood visited all seven continents during the course of her life; and

WHEREAS, To her beloved family, Ruth Cavell Van Etten Osgood 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 18th day of April 2012, do hereby commemorate Ruth Cavell Van Etten Osgood 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 Ruth Cavell Van Etten Osgood.

TRIBUTE TO LATE THOMAS P. PUCCIO.

[R2012-407]

WHEREAS, Thomas P. Puccio has been called to eternal life by the wisdom of God at the age of 67; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Thomas P. Puccio was a widely admired member of the legal community and the loving husband of Kathryn; and

WHEREAS, Thomas P. Puccio was the much-adored father of the late Matthew; and

WHEREAS, A native of New York, Thomas P. Puccio earned his law degree from Fordham University and became renowned for his skill as both a prosecutor and a defense attorney; and

WHEREAS, Thomas P. Puccio joined the United States Attorney's office in Brooklyn in 1969 and eventually led its Organized Crime Strike Force where he prosecuted four of the eight trials associated with the nation's infamous Abscam case; and

WHEREAS, Thomas P. Puccio went into private practice in 1982 and worked for several prestigious law practices before launching his own firm; and

WHEREAS, To his beloved family, Thomas P. Puccio 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 18th day of April 2012, do hereby commemorate Thomas P. Puccio for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas P. Puccio.

TRIBUTE TO LATE ADA SHARPTON.

[R2012-408]

WHEREAS, Ada Sharpton has been called to eternal life by the wisdom of God at the age of 87; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Ada Sharpton was the much-adored mother of Reverend Al Sharpton, the activist who heads the civil rights organization known as the National Action Network; and

WHEREAS, Upon hearing of his mother's death, Reverend Al Sharpton called Ada Sharpton his all, and prayed that God would give her peace after a life which included much suffering; and

WHEREAS, Ada Sharpton inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Ada Sharpton serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Ada Sharpton to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Ada Sharpton will be dearly missed and fondly remembered by her many relatives and friends; and

WHEREAS, To her beloved family, Ada Sharpton 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 18th day of April 2012, do hereby commemorate Ada Sharpton 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 Ada Sharpton.

TRIBUTE TO LATE POPE SHENOUDA III.

[R2012-409]

WHEREAS, Pope Shenouda III has been called to eternal life by the wisdom of God at the age of 88; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The patriarch of the Coptic Orthodox Church, Pope Shenouda III led Egypt's 10,000,000 Coptic Christians for more than four decades; and

WHEREAS, Intellectual and charismatic, Pope Shenouda III succeeded in expanding the reach of the Coptic Christian Church, particularly into North America; and

WHEREAS, Born in Asyut, Egypt, Pope Shenouda III attended Cairo University and became a monk in 1954 and pope in 1971; and

WHEREAS, Pope Shenouda III worked hard to shepherd his followers through years of discrimination and sectarian violence, and was seen by many as a strong and inspiring leader; and

WHEREAS, President Obama described Pope Shenouda III as a beloved advocate for tolerance and religious dialogue; and

WHEREAS, To his beloved family, Pope Shenouda III 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 18th day of April 2012, do hereby commemorate Pope Shenouda III 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 Pope Shenouda III.

TRIBUTE TO LATE HONORABLE CHARLES WILLIAM SPENCER.

[R2012-410]

WHEREAS, The Honorable Charles William Spencer has been called to eternal life by the wisdom of God at the age of 78; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Charles William Spencer was a widely admired member of the legal community and the loving husband of Marilyn; and

WHEREAS, The Honorable Charles William Spencer was the much-adored father of Scott and Jeff to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, The Honorable Charles William Spencer served for 12 years as an associate judge of the 18th Judicial Circuit Court of DuPage County; and

WHEREAS, A native of Michigan, the Honorable Charles William Spencer graduated from Elmhurst College and earned his law degree from Chicago Kent School of Law; and

WHEREAS, Prior to becoming a judge, the Honorable Charles William Spencer practiced law with several firms and was a life member of the DuPage County Bar Association; and

WHEREAS, After his retirement from the bench, the Honorable Charles William Spencer enjoyed theater, travel and spending time with his family; and

WHEREAS, To his beloved family, the Honorable Charles William Spencer 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 18th day of April 2012, do hereby commemorate the Honorable Charles William Spencer 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 Charles William Spencer.

TRIBUTE TO LATE FRANK L. STROCCHIA.

[R2012-411]

WHEREAS, Frank L. Strocchia 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 Edward M. Burke; and

WHEREAS, A native of Chicago, Frank L. Strocchia was the loving and devoted husband of Lynn, nee Schrage; and

WHEREAS, Frank L. Strocchia was the much-adored father of Larry, John Frank, Tom, Tim, Richard, Mary Ann, Deborah, Laurel, Vicki, Pam, Jeff, Jennifer and Christine; the grandfather of 21 and the great-grandfather of three to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Frank L. Strocchia attended the University of Utah on a football scholarship and served his country during the Korean War; and

WHEREAS, Frank L. Strocchia worked for 17 years as physical fitness coordinator for the Chicago Police Department; and

WHEREAS, Frank L. Strocchia was proud of his 20 year tenure as the commissioner of the Catholic League Conference and served for 25 years as a collegiate football official in the Big Ten; and

WHEREAS, Frank L. Strocchia was the founder of the Illinois Police Department Olympics and is recognized as one of the co-founders of the Chicago Police Association of Nevada; and

WHEREAS, Frank L. Strocchia lived his later years in Henderson, Nevada, where he operated Special Operations Associates, a security company; and

WHEREAS, The hard work, sacrifice and dedication of Frank L. Strocchia serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Frank L. Strocchia to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, To his beloved family, Frank L. Strocchia 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 18th day of April 2012, do hereby commemorate Frank L. Strocchia 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 Frank L. Strocchia.

TRIBUTE TO LATE KING GEORGE TUPOU V.

[R2012-412]

WHEREAS, King George Tupou V has been called to eternal life by the wisdom of God at the age of 63; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The ruler of Tonga, King George Tupou V was a true statesman and the architect of an evolving democracy in his Pacific island nation; and

WHEREAS, At the time of his death, King George Tupou V had ruled Tonga and its 106,000 residents for more than five years; and

WHEREAS, An educated leader, King George Tupou V studied at King's College in both Britain and New Zealand; and

WHEREAS, King George Tupou V favored a progressive style of government and pushed for technological advancements and an open economy in Tonga; and

WHEREAS, In a nod to political reform, King George Tupou V seeded most of his executive powers to a democratically-elected parliament before he assumed the throne; and

WHEREAS, King George Tupou V will be remembered as a leader who used the monarchy for positive change in Tonga; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby commemorate King George Tupou V 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 King George Tupou V.

TRIBUTE TO LATE NICHOLAS T. VALKAN.

[R2012-413]

WHEREAS, Nicholas T. Valkan has been called to eternal life by the wisdom of God at the age of 85; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Nicholas T. Valkan was a gifted singer and the loving and devoted husband of Patricia; and

WHEREAS, Nicholas T. Valkan was the much-adored father of Debra and Constance and the grandfather of two to whom he imparted many of the fine and noble qualities which he possessed in abundance; and

WHEREAS, Known as "Nick Noble" to his fans, Nicholas T. Valkan charted four songs on the *Billboard* pop charts between 1955 and 1957; and

WHEREAS, A native of Chicago, Nicholas T. Valkan is best remembered for such songs as "The Bible Tells Me So", "Moonlight Swim", "Hello Out There", and "Stay With Me"; and

WHEREAS, During the course of his career, Nicholas T. Valkan recorded 109 singles and four albums; and

WHEREAS, Nicholas T. Valkan retired from singing in the 1980s and joined the family business, Lou Mitchell's Restaurant, as proprietor; and

WHEREAS, To his beloved family, Nicholas T. Valkan 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 18th day of April 2012, do hereby commemorate Nicholas T. Valkan 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 Nicholas T. Valkan.

TRIBUTE TO LATE ROBERT E. VOREL, SR.

[R2012-414]

WHEREAS, Robert E. Vorel, Sr. has been called to eternal life by the wisdom of God at the age of 87; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Plainfield, Robert E. Vorel, Sr. was a widely admired business leader and the loving husband of Josephine, nee Cilek; and

WHEREAS, Robert E. Vorel, Sr. was the much-adored father of Bob, the late Dennis, Jeff and Tom, the grandfather of six and the great-grandfather of four; and

WHEREAS, During World War II, Robert E. Vorel, Sr. bravely served his country as an Army combat medic in Europe under General George S. Patton; and

WHEREAS, A highly decorated military veteran, Robert E. Vorel, Sr. earned a Bronze Star, Purple Heart, Good Conduct Medal, American Campaign Medal, European-African-Middle Eastern Campaign Medal, World War II Victory Medal, Combat Medical Badge First Award and the World War II Honorable Service Award; and

WHEREAS, Robert E. Vorel, Sr. later served under General Dwight Eisenhower at Frankfurt Allied Headquarters in Germany; and

WHEREAS, After his honorable discharge, Robert E. Vorel, Sr. returned home and enjoyed a long and highly successful career as a business entrepreneur; and

WHEREAS, Along with his brother, Joseph, Robert E. Vorel, Sr. founded a chain of local grocery stores called Country Corner Meat Markets; and

WHEREAS, After a successful run in the independent grocery and meat business, the Vorel brothers launched "Norge Village Self Service Dry Cleaning" and introduced Coin-Op Dry Cleaning to the Chicago marketplace, the first franchise of its kind in the nation; and

WHEREAS, In addition to two other business interests, Robert E. Vorel, Sr. also owned two savings and loans and a bank; and

WHEREAS, The hard work, sacrifice and dedication of Robert E. Vorel, Sr. serve as an example to all; and

WHEREAS, To his beloved family, Robert E. Vorel, 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 18th day of April 2012, do hereby commemorate Robert E. Vorel, 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 Robert E. Vorel, Sr.

TRIBUTE TO LATE MIKE WALLACE.

[R2012-415]

WHEREAS, Mike Wallace has been called to eternal life by the wisdom of God at the age of 93; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, An iconic figure in the world of broadcast journalism, Mike Wallace was the loving and devoted husband of Mary; and

WHEREAS, Mike Wallace was the much-adored father of Chris and the late Peter and the stepfather of Pauline and Eames; and

WHEREAS, A force in the television news industry, Mike Wallace was best known for asking the direct questions and uncovering the hard truths; and

WHEREAS, In 1968, Mike Wallace was among the reporters who launched "60 Minutes", and he remained an integral part of the program's news team for 38 seasons; and

WHEREAS, Considered by many to be the inventor of the tough interview, Mike Wallace helped build "60 Minutes" into the nation's number-one rated television news program; and

WHEREAS, Over the course of his highly illustrious career as a journalist, Mike Wallace interviewed countless celebrities, athletes, controversial figures, and world leaders, including seven United States presidents; and

WHEREAS, Mike Wallace was the recipient of numerous professional honors, including five DuPont-Columbia awards, five Peabody awards, and 21 Emmy awards; and

WHEREAS, Mike Wallace will be remembered by his colleagues as a dynamic journalist with boundless energy and a joyful spirit; and

WHEREAS, To his beloved family, Mike Wallace 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 18th day of April 2012, do hereby commemorate Mike Wallace 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 Mike Wallace.

TRIBUTE TO LATE REVEREND ADDIE WYATT.

[R2012-416]

WHEREAS, The Reverend Addie Wyatt has been called to eternal life by the wisdom of God at the age of 88; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A champion for organized labor and civil rights, the Reverend Addie Wyatt was the devoted wife of the late Reverend Claude, Jr.; and

WHEREAS, A native of Mississippi, the Reverend Addie Wyatt moved to Chicago in 1930 and co-founded the Vernon Park Church of God; and

WHEREAS, A pioneer for labor and social justice, the Reverend Addie Wyatt fought tirelessly against gender and racial discrimination in the workplace; and

WHEREAS, The Reverend Addie Wyatt was commissioned by Dr. Martin Luther King, Jr. to help start Operation Bread Basket, which grew to become the Rainbow PUSH Coalition; and

WHEREAS, The Reverend Addie Wyatt served on President Kennedy's Commission on the Status of Women, and was named Woman of the Year by *Time* magazine in 1975; and

WHEREAS, To her beloved family, the Reverend Addie Wyatt 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 18th day of April 2012, do hereby commemorate the Reverend Addie Wyatt for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Addie Wyatt.

CONGRATULATIONS EXTENDED TO HER MAJESTY, QUEEN ELIZABETH II ON 60TH ANNIVERSARY OF SERVICE TO BRITISH MONARCHY AND DECLARATION OF JUNE 2, 2012 AS "QUEEN ELIZABETH II DAY" IN CHICAGO.

[R2012-417]

WHEREAS, Her Majesty, Queen Elizabeth II of Great Britain and Northern Ireland, has reigned for 60 years and will observe her diamond jubilee during 2012; and

WHEREAS, The Chicago City Council has been made aware of this by 14th Ward Alderman Edward M. Burke; and

WHEREAS, Her Majesty, Queen Elizabeth II, acceded to the throne upon the death of her beloved father, His Majesty, King George VI, on February 6, 1952; and

WHEREAS, The extraordinary reign of 60 years of Her Majesty, Queen Elizabeth II, marks the second longest reign for a British monarch, exceeded only by her great-great-grandmother, Queen Victoria; and

WHEREAS, During the course of her six decades, Her Majesty, Queen Elizabeth II has inspired the British people, dramatically deepening timeless virtues, values and traditions; and

WHEREAS, For all the years of her reign, Her Majesty, Queen Elizabeth II has been supported and accompanied in all endeavors by her husband, His Royal Highness, Prince Philip, the Duke of Edinburgh; and

WHEREAS, Her Majesty, Queen Elizabeth II was crowned in Westminster Abbey on June 2, 1953, an event that expanded deep feelings of patriotism, national identity and global survival to her proud subjects in Britain and around the world; and

WHEREAS, For six decades Her Majesty, Queen Elizabeth II has been a sign and symbol of the bonds of language, tradition, custom and affection that America shares with the people of Britain; and

WHEREAS, The City of Chicago remembers with affection Her Majesty, Queen Elizabeth II's visit during the mayoral leadership of Richard J. Daley, on July 6, 1959 when she visited the Chicago International Trade Fair arriving aboard the Royal Yacht Britannia, a lakefront location known today as "Queens Landing", near Buckingham Fountain in Grant Park; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, honor the diamond jubilee of Her Majesty, Queen Elizabeth II by proclaiming June 2, 2012 to be "Queen Elizabeth II Day" in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Her Majesty, Queen Elizabeth II as a token of the respect and admiration of the people of Chicago and the Mayor and the members of the Chicago City Council.

CONGRATULATIONS EXTENDED TO MARY ANN ERICKSON ON RETIREMENT FROM 100 CLUB OF CHICAGO.

[R2012-418]

WHEREAS, Mary Ann Erickson, who has served as administrative assistant and bookkeeper for the 100 Club of Chicago for the past 44 four years, has announced her retirement; and

WHEREAS, The Chicago City Council has been informed of this fact by Alderman Edward M. Burke; and

WHEREAS, The 100 Club of Chicago provides financial support for the families of area police officers, firefighters, and paramedics who have lost their lives in the line of duty; and

WHEREAS, For more than four decades, Mary Ann Erickson ensured that all administrative matters associated with this vital nonprofit organization were handled in an accurate and timely manner; and

WHEREAS, Among Mary Ann Erickson's many responsibilities were the processing of all memberships and college scholarships and the preparing of numerous reports for the organization's board meetings; and

WHEREAS, Mary Ann Erickson managed the organization's payroll division, and was responsible for monthly, quarterly, and year-end accounting, as well as all federal, state, and local tax reporting; and

WHEREAS, Mary Ann Erickson was an integral part of the 100 Club of Chicago's annual Valor Awards, a ceremony which honors police officers, firefighters, and paramedics whose service and dedication has surpassed the call of duty; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby congratulate Mary Ann Erickson on her retirement and do hereby express our gratitude for the tremendous dedication and highest professionalism which she exemplified throughout her long and distinguished tenure with the 100 Club of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Ann Erickson.

CONGRATULATIONS EXTENDED TO DR. DAVID J. HADLEY ON RETIREMENT FROM WABASH COLLEGE.

[R2012-419]

WHEREAS, Dr. David J. Hadley has announced his retirement as the chairman of the Department of Political Science at Wabash College in Crawfordsville, Indiana, following a long and highly successful career in academia; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Dr. David J. Hadley began teaching at Wabash College in 1969 as an instructor and rose through the ranks of the college's faculty; and

WHEREAS, Dr. David J. Hadley was named an assistant professor in 1973 and an associate professor in 1975; and

WHEREAS, Dr. David J. Hadley has served as a professor of political science since 1986 where he was considered a widely recognized expert on American politics; and

WHEREAS, Dr. David J. Hadley regularly taught courses focusing on the United States Congress and the Presidency, state and local politics, political parties, elections and interest groups; and

WHEREAS, In addition to his duties as a professor, Dr. David J. Hadley has been actively involved in local politics; and

WHEREAS, Dr. David J. Hadley was elected to two terms on a local school board, which he chaired for six years; and

WHEREAS, While on sabbatical leave, Dr. David J. Hadley worked on the legislative staff of Governor Evan Bayh; and

WHEREAS, Dr. David J. Hadley also is a past chairman of the Indiana State Ethics Commission as well as the Montgomery County Democratic Party; and

WHEREAS, The hard work, sacrifice and dedication of Dr. David J. Hadley serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby congratulate Dr. David J. Hadley on the occasion of his retirement and do hereby express our best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. David J. Hadley.

CONGRATULATIONS EXTENDED DON HAYNER ON RETIREMENT FROM CHICAGO SUN-TIMES NEWSPAPER.

[R2012-420]

WHEREAS, Don Hayner has announced his retirement as editor-in-chief of the *Chicago Sun-Times* following a highly distinguished tenure which spanned more than 30 years of service at the newspaper; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago's Beverly community, Don Hayner began his professional career as a criminal defense attorney before deciding to pursue journalism; and

WHEREAS, Don Hayner first worked as a reporter at City News Bureau of Chicago, the City's legendary wire service which once fed news stories for more than a century to media outlets that included newspapers, national wire services, television and radio stations; and

WHEREAS, Don Hayner next landed a job with the Chicago Tribune's *Suburban Trib* in 1979 before joining the *Sun-Times* in 1982 as a general assignment reporter; and

WHEREAS, Don Hayner rose through the ranks of the *Chicago Sun-Times* to become city editor, metro editor and managing editor before being named Editor-in-Chief in 2009; and

WHEREAS, Under the leadership of Don Hayner, the *Chicago Sun-Times* won a 2011 Pulitzer Prize for local reporting; and

WHEREAS, In addition to his work as a journalist, Don Hayner also co-authored three books with his colleague Tom McNamee and hosted a talk radio show on WLS-AM during the 1990s; and

WHEREAS, Throughout his illustrious career, Don Hayner upheld the highest and most noble traditions of journalistic ethics; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby congratulate Don Hayner on his retirement and do hereby recognize and salute his many outstanding contributions to Chicago journalism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Don Hayner.

DECLARATION OF APRIL 18, 2012 AS "BISHOP TIMOTHY JOSEPH LYNE DAY" IN CHICAGO.

[R2012-421]

WHEREAS, On this 18th day of April 2012, the Chicago City Council welcomes the Most Reverend Timothy Joseph Lyne, Auxiliary Bishop Emeritus for the Archdiocese of Chicago; and

WHEREAS, The Chicago City Council has been informed of his presence by Alderman Edward M. Burke; and

WHEREAS, The Chicago City Council is profoundly grateful to Bishop Timothy Joseph Lyne, both for the moving benediction which opened today's meeting and for the decades of service which he has provided to the people of Chicago; and

WHEREAS, Born March 21, 1919, Bishop Timothy Joseph Lyne has served Chicago's Roman Catholic community for nearly 70 years; and

WHEREAS, A lifelong resident of Chicago, Bishop Timothy Joseph Lyne received his education at Resurrection and St. Mel Elementary Schools, Quigley Preparatory Seminary and the University of St. Mary of the Lake Seminary; and

WHEREAS, Bishop Timothy Joseph Lyne holds a licentiate degree in theology and a master's degree in history; and

WHEREAS, Bishop Timothy Joseph Lyne was ordained a priest on May 1, 1943, and was elevated to serve as bishop on December 13, 1983; and

WHEREAS, Bishop Timothy Joseph Lyne was first assigned to St. Mary's Parish in Riverside where he served as associate pastor for nearly 20 years; and

WHEREAS, Bishop Timothy Joseph Lyne was also an associate pastor at St. Edmund Parish in Oak Park before being assigned to Chicago's Holy Name Cathedral where he ministered first as an associate pastor and then as pastor from 1961 through 1990; and

WHEREAS, Though he retired from the Chicago Archdiocese in 1995, Bishop Timothy Joseph Lyne continues to serve as titular bishop of Vamalla; and

WHEREAS, Bishop Timothy Joseph Lyne is an Episcopal member of the Illinois Council of Churches, a member of the Council of Religious Leaders of Metropolitan Chicago, and a member of the Council for a Parliament of the World's Religions; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby express our gratitude to Bishop Timothy Joseph Lyne for his presence here today and do hereby declare that the 18th day of April 2012, shall be officially recognized throughout the City of Chicago as "Bishop Timothy Joseph Lyne Day"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bishop Timothy Joseph Lyne.

*CONGRATULATIONS EXTENDED TO SHEILA O'GRADY ON ACCOMPLISHMENTS
AS PRESIDENT OF ILLINOIS RESTAURANT ASSOCIATION.*

[R2012-422]

WHEREAS, Sheila O'Grady has announced her departure as president of the Illinois Restaurant Association to accept a new position in the private sector; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Sheila O'Grady was named to lead the association five years ago and leaves to join the Chicago office of Spencer Stuart, one of the world's leading executive search consulting firms; and

WHEREAS, During her esteemed tenure as head of the Illinois Restaurant Association, Sheila O'Grady helped to found Chicago Gourmet, one of the nation's most highly-attended annual food and wine festivals, which showcases Chicago's fine dining establishments; and

WHEREAS, A graduate of the London School of Economics, Sheila O'Grady earned her law degree from the University of Notre Dame and brings to her new position an impressive resume in government service; and

WHEREAS, Sheila O'Grady previously served as Mayor Richard M. Daley's chief of staff and held leadership positions with the City, including deputy commissioner of the Department of Planning and Development and director of Code Enforcement for the Chicago Zoning Department; and

WHEREAS, Beginning on May 1, 2012, Sheila O'Grady will begin her new role with Spencer Stuart, serving as a consultant and focusing on the restaurant and hospitality industry; and

WHEREAS, An individual of great community commitment and civic involvement, Sheila O'Grady has ably served since 2008 as president of the board of directors of SOS Children's Villages of Illinois, and is a valued member of numerous not-for-profit and government-related organizations; and

WHEREAS, The hard work, sacrifice and dedication of Sheila O'Grady serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby congratulate Sheila O'Grady on her accomplishments as president of the Illinois Restaurant Association and do hereby express our best wishes for her success in this new role; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sheila O'Grady.

DECLARATION OF APRIL 25, 2012 AS "LIEUTENANT BILL PRINDIVILLE DAY" IN CHICAGO.

[R2012-423]

WHEREAS, The American veteran who answers their nation's call in times of need deserves our highest praise; and

WHEREAS, There are an estimated 22,000 World War II veterans in the Chicago area; and

WHEREAS, Honor Flight Chicago has taken nearly 3,000 Chicago veterans to Washington, D.C. for a day of honor since its founding over four years ago; and

WHEREAS, Bill Prindiville served as a first lieutenant U.S. Army Air Force Pilot in World War II from 1942 -- 1945; and

WHEREAS, Lieutenant Bill Prindiville served his country in South Africa, China, Japan, Brazil and Pakistan; and

WHEREAS, Lieutenant Bill Prindiville is the father of Mary Habisohn and Barb Prindiville, as well as the grandfather of Matt and James Habisohn; and

WHEREAS, Lieutenant Bill Prindiville has been selected by Honor Flight Chicago to travel to Washington, D.C. with 95 other WWII veterans for a full day of visiting monuments and remembering their service to their our country on April 25, 2012; and

WHEREAS, Lieutenant Bill Prindiville and all United States Veterans deserve our remembrance and celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council of the City of Chicago, assembled on this 18th day of April 2012, do hereby recognize Lieutenant Bill Prindiville for his valiant service to our country and do hereby declare that April 25, 2012 shall be officially recognized as "Lieutenant Bill Prindiville Day" throughout the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to Lieutenant Prindiville and his family as a token of our honor and esteem.

CONGRATULATIONS EXTENDED TO SAM TOIA ON BEING NAMED ACTING PRESIDENT OF ILLINOIS RESTAURANT ASSOCIATION.

[R2012-424]

WHEREAS, Sam Toia, a widely admired Chicago restaurateur and civic leader, has been named acting president of the Illinois Restaurant Association; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Edward M. Burke; and

WHEREAS, Sam Toia is the longtime owner of Leona's Restaurants and has served as the chairman of the Illinois Restaurant Association; and

WHEREAS, Sam Toia succeeds Sheila O'Grady who leaves the association after five years as president to accept a new position in the private sector; and

WHEREAS, In his new role, Sam Toia will continue to propel the association forward as the hospitality industry plays a major role in contributing to the growth of both the state's economy and the tourism industry; and

WHEREAS, An individual of remarkable leadership skills, Sam Toia grew up in the restaurant business and heads a chain of 15 Leona's restaurants and two Hop Haus sports pubs; and

WHEREAS, Widely respected for his active civic involvement, Sam Toia is a member of the Chicago Zoning Board of Appeals and a past member of the McPier Board of Directors; and

WHEREAS, The hard work, sacrifice and dedication of Sam Toia serve as an example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby congratulate Sam Toia on his appointment as acting president of the Illinois Restaurant Association and to hereby express our best wishes for his success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sam Toia.

DECLARATION OF MAY 11, 2012 AS "CROATIAN AMERICAN DAY" IN CHICAGO.
[R2012-425]

WHEREAS, People of Croatian descent have played an important role in the ethnic diversity of the City of Chicago and its surrounding areas throughout the history of the City; and

WHEREAS, The earliest record of a significant group of Croatian people immigrating to the shores of Lake Michigan date back to the 1870s; and

WHEREAS, The Croatians of Chicagoland area have played a pivotal role in preserving Croatian heritage throughout the Diaspora, including publishing *Hrvatska Zora* in 1892, the first Croatian language newspaper, performing Croatian folk music during the Chicago World's Fair in 1893 -- the very fair which was lit up with the innovations by Croatian-born Nikola Tesla, as well as establishing several Croatian Catholic parishes by the early 1900s -- four of which remain active to this day; and

WHEREAS, A surge in Croatian immigration to the Chicago area began after World War II, when Soviet-style communism gripped all of Eastern and most of Central Europe, including Croatia; and

WHEREAS, It is estimated that over 400,000 people of Croatian descent live in Illinois and more than 150,000 in the Chicagoland area; and

WHEREAS, These outstanding citizens of Chicago have contributed much to its growth and greatness since they had settled here long ago; and

WHEREAS, They have demonstrated their ability to maintain great family traditions and have presented this City with many leaders, including former Chicago Mayor and Illinois Supreme Court Chief Justice Michael Anthony Bilandic, former Circuit Court of Cook County Judge Nicholas Matkovic, Cook County Circuit Court Judge Marcia Maras, former Representative in the Illinois House Robert M. Terzich, political consultant Mary Matalin,

television anchor Bill Kurtis, and other media personalities like John Jurkovich and Bill Rancic, renowned sculptors Ivan Meštrović and Pavao Kufrin, football greats David Diehl and Chris Zorich, basketball stars Toni Kukoč, Dalibor Bagarić and George Mikan; and

WHEREAS, This year marks the 20th anniversary of the establishment of diplomatic ties between the United States of America and the Republic of Croatia, a reliant U.S. and NATO Ally and upcoming 28th Member State of the European Union; and

WHEREAS, The Croatian Americans of Chicago have long desired to further augment the ties between their new home, the City of Chicago, and their native homeland by offering a Sister City in Croatia in order to strengthen historic, cultural, business, educational, athletic and many other common ties between the two peoples; and

WHEREAS, The Croatian residents of Chicago will commemorate and celebrate their long and rich history in the Chicagoland area during Croatian American Day on May 11, 2012 at the Richard J. Daley Plaza; now, therefore,

Be It Known, That the members of the Chicago City Council hereby support the long-standing and beneficial goal of the Croatian Americans of Chicago to establish a Sister City in Croatia; and

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby recognize the significant contributions of citizens of Croatian descent and officially declare that May 11, 2012, shall be recognized as "Croatian American Day" throughout the City of Chicago.

RECOGNITION OF APRIL 25, 2012 AS "PARENTAL ALIENATION AWARENESS DAY" IN CHICAGO.

[R2012-426]

WHEREAS, Child advocacy and protection groups will observe Parental Alienation Awareness Day on April 25, 2012 in the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Parental Alienation Awareness, or hostile aggressive parenting, is a behavior that is damaging to children's mental and emotional well-being, and can interfere with a relationship between a child and parent; and

WHEREAS, Whether verbal or non-verbal, these behaviors can be damaging and cause a child to be mentally manipulated or bullied into believing that a parent is someone to be feared and avoided; and

WHEREAS, The destructive actions by an alienating parent can become abusive to the child because alienating behaviors are disturbing, confusing and often frightening to the child, and can rob the child of their sense of security and safety; and

WHEREAS, Parental Alienation Awareness Day was launched to help raise awareness of this problem and promote healthy and loving parent and child relationships; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby declare that April 25, 2012, shall be officially recognized throughout the City of Chicago as "Parental Alienation Awareness Day"; and

Be It Further Resolved, That a suitable parchment copy of this resolution be presented to the organizers of Parental Alienation Awareness Day.

*UNITED STATES MILITARY ACADEMY IN WEST POINT URGED TO ERECT
MONUMENT HONORING ENSIGN GEORGE RONAN.*

[R2012-427]

WHEREAS, The City of Chicago will celebrate the 200th Anniversary of the Battle of Fort Dearborn on August 15, 2012; and

WHEREAS, George Ronan was a cadet at West Point Military Academy from June 1908 until his graduation in March 1811; and

WHEREAS, Upon graduation from West Point, he was promoted to Ensign, First Infantry in the Army; and

WHEREAS, Ronan was described by his peers as a young man of "more than usual spirit and breadth of vision"; and

WHEREAS, Due to increased hostility from the Potawatomi Indians, a procession of soldiers, women, and children abandoned Fort Dearborn for the safety of Fort Wayne, Indiana; and

WHEREAS, About two miles south of Fort Dearborn at what is now 18th Street and Prairie Avenue, the procession was ambushed by nearly 500 Potawatomi warriors; and

WHEREAS, Out of 148 people in the procession, over half tragically perished in battle that day, including Captain William Wells; and

WHEREAS, The adversaries paid their sincerest tribute of respect to Wells' bravery by cutting out his heart and eating it, thinking thus to imbibe the qualities of its owner in life; and

WHEREAS, Ensign George Ronan was fatally wounded, yet still fought on to protect others until his untimely death, becoming the first West Point graduate to be killed in the line of duty; and

WHEREAS, Survivors of the battle referred to Ronan as a "hero"; and

WHEREAS, Ronan Park, part of the Chicago Park District, located at 3000 Argyle Street, honors Ensign George Ronan; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this 18th day of April 2012, do hereby urge that a suitable monument be erected in the vicinity of the battle on the shore of the lake where Ensign George Ronan was interred to commemorate America's first West Point graduate to die in the line of duty; and

Be It Further Resolved, That a copy of this resolution be presented to the United States Military Academy in West Point, New York.

ILLINOIS PRISONER REVIEW BOARD AND GOVERNOR PAT QUINN URGED TO REJECT EXECUTIVE CLEMENCY PETITION OF JOHNNIE VEAL.

[R2012-428]

WHEREAS, The Illinois Prisoner Review Board held a hearing on April 10, 2012, to allow for public testimony regarding a petition for executive clemency for Johnnie Veal who was sentenced to life in prison for the murders of two Chicago police officers in the summer of 1970; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, On July 17, 1970, Police Officer Anthony Rizzato and Sergeant James Severin were patrolling the Cabrini Green Housing Complex when they were shot and fatally wounded by assailants firing from the window of a high-rise; and

WHEREAS, At the time of their assassinations, Police Officer Anthony Rizzato and Sergeant James Severin were protecting the citizens of Cabrini Green by participating in the Chicago Police Department's volunteer Walk & Talk program; and

WHEREAS, Police Officer Anthony Rizzato and Sergeant James Severin were shot in cold blood to seal a pact between two rival gangs; and

WHEREAS, An intensive investigation led to the arrest and conviction of George Knights and Johnnie Veal, who were sentenced to life in prison in early 1972; and

WHEREAS, At the time of their deaths, Police Officer Anthony Rizzato and Sergeant James Severin were 37 and 38 years old, respectively; and

WHEREAS, The time which has passed does not diminish the pain and grief felt by the loved ones of Police Officer Anthony Rizzato and Sergeant James Severin; and

WHEREAS, The Illinois Prisoner Review Board will issue a confidential recommendation to Governor Pat Quinn who will then make the final decision on the petition; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this 18th day of April 2012, call upon the Illinois Prisoner Review Board and Governor Pat Quinn to reject the executive clemency petition of Johnnie Veal; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Adam Monreal, chairman of the Illinois Prisoner Review Board, and Illinois Governor Pat Quinn.

Presented By

ALDERMAN FOULKES (15th Ward):

TRIBUTE TO LATE CLAUDE JONES.

[R2012-429]

WHEREAS, In His infinite wisdom, almighty God has called Claude Jones, an outstanding public servant and member of his community, to his eternal reward, Saturday, March 3, 2012; and

WHEREAS, Claude Jones was born April 10, 1925 in Eudora, Arkansas to the union of Claude Jones, Sr. and Margaret Bragg. He was the youngest of three children who brought laughter into their home. He attended Willard Elementary School in Chicago and graduated from Disable High School; and

WHEREAS, Claude was employed by the Chicago Board of Education as a maintenance worker in various schools within the City. Claude worked in Evanston, Illinois as a clothes presser for 18 years. After his retirement from both jobs, Claude worked as a doorman at various North Shore Condominiums; and

WHEREAS, Claude Jones was a loving and devoted husband, father, grandfather, brother, friend and neighbor who will be deeply missed but the memory of his character, intelligence and compassion will live on in those who knew and loved him; and

WHEREAS, Claude Jones leaves to celebrate his life and cherish his memory; his devoted wife, Arcquinetta "Blondie" Samuels-Jones; faithful pal, Boss Jones; the Samuels' family, Delories, Artena, Marchelle, Lori, Michael and Craig. From the union of Claude and Gloria Jones, Claude leaves to mourn four children: Clifton Jones, Cheryl Davis (Freddie), Linda Newton (Carl deceased), and Diana Muhammad (Reggie); grandchildren, Kevin (Dionne), Anthony (Erainer), Brian (Ikada), LaRita (Tony), Kimberly (Shannon), Chrispus, Clifton Jr., LaShon (Toni), Keisha, Crystal, Jabari and Malika; and 26 great-grandchildren. From the union of Claude and Claudia Jones, Claude leaves to mourn three children: Claude Jones III, Kecia Jones-Martin (Carey) and Melanie; six grandchildren, Brian, Darrius, Tausha, Darion, Nicholas and Monique; 11 great-grandchildren, and a host of other relatives and many friends; and

WHEREAS, The Honorable Toni Foulkes, Alderman of the 15th Ward has informed this august body of the passing of Claude Jones; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of April 2012 A.D., do hereby express our sincerest sympathies to the family and friends of Mr. Claude Jones and extend our deepest condolences to all those who cherish his memory and mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the families of Mr. Claude Jones.

Presented By

ALDERMAN LANE (18th Ward):

TRIBUTE TO LATE VERONICA MARIE DALEY.

[R2012-430]

WHEREAS, On Saturday, February 18, 2012, the Almighty God, in His infinite wisdom called to her eternal journey Veronica Marie Daley; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Lona Lane; and

WHEREAS, Veronica Marie was born on January 4, 1924 to the union of Richard J. Sheehy and Rose Marie Fitzsimmons; and

WHEREAS, Veronica was united into holy matrimony to John Martin Daley on May 18, 1946, and from this union, seven children were born; and

WHEREAS, Veronica Marie was preceded in death by her son Reverend John M. Daley and leaves to cherish her memory, six children, James P. Daley, Maureen Daley-Clarke, Richard B. Daley, Robert J. Daley, M.D., William T. Daley and Martin T. Daley; twelve grandchildren, Patrick Daley, Matthew Daley, Bridget Daley McDermott, James Clarke, John Clarke, Michael Daley, Sean Daley, Kevin Daley, Abigail Daley, Quinn Daley, Flynn Daley and Madeline Daley; eleven great-grandchildren, Nora Daley, Failenn Daley, Nolan Daley, Shane Daley, Maren Daley, Daley McDermott, Gabrielle McDermott, Fitzmichael McDermott, Liam Clarke, Declan Clarke, Rory Clarke; and a host of other relatives, and friends; now therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of April 2012 A.D., do hereby express our sorrow on the passing of Veronica Marie and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Veronica Marie Daley's family.

TRIBUTE TO LATE RUTH PATRICIA LAWERY PETTUS MIMS.

[R2012-431]

WHEREAS, On March 21, 2012, the Almighty God, in His infinite wisdom called to his eternal paradise, Ruth Patricia Lawery Pettus Mims; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Lona Lane; and

WHEREAS, Ruth was born February 20, 1933 to the union of Bessie Weir Lawery and Robert Lawery; and

WHEREAS, Ruth accepted Christ as her personal Savior at an early age and was baptized in Reform, Alabama; and

WHEREAS, Ruth attended and graduated from DuSable High School and Wilson Junior College in Chicago; and

WHEREAS, Ruth was a lifelong and avid bid (whiz) whist player who loved to play the game with her family and friends for over 50 years; and

WHEREAS, Ruth married Arthur Pettus who preceded her in death, and to their union three children were born, Arthur Raynell, Irene Celestine, and Keith Howard. Ruth married Richard Mims and to this union a daughter, Ruth Patricia "Pookie" Mims was born; and

WHEREAS, Ruth was preceded in death by her husband, Richard Mims; her son, Arthur Raynell Pettus; her sisters, Lamanda (Archie) Davis, and Lou (George) Hasagawia; she leaves behind to cherish her memory, her children, Irene, Keith and Ruth "Pookie" Mims (Larry) Byrns; her seven grandchildren, Raphael, Raitwain, Andre, Takia, Niquia, Shawnta, Kayshawn; eleven great-grandchildren; a host of nieces, nephews, cousins, aunts and uncles; and a special aunt, Ruth Hodo who she was named after; and an extraordinary friend Herdistine Thomas, who will miss her dearly; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of April 2012 A.D., do hereby express our sorrow on the passing of Ruth Patricia Pettus Mims and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruth Patricia Pettus Mims' family.

*CONGRATULATIONS EXTENDED TO LIBERTY TEMPLE FULL GOSPEL CHURCH
AND WORLD OUTREACH MINISTRIES ON 30TH ANNIVERSARY.*

[R2012-432]

WHEREAS, Liberty Temple Full Gospel Church and World Outreach Ministries celebrated 30 years of ministry on March 14, 2012; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Lona Lane; and

WHEREAS, The church was founded on March 14, 1982, in Chicago, Illinois, by Reverend Clifford E. Turner. The church started with two members (Reverend Turner's wife and brother) and Reverend Turner as pastor. By 1985, Liberty Temple had become one of the fastest growing ministries of its time, outgrowing three locations in three years; and

WHEREAS, Liberty Temple has helped define true outreach ministry throughout the Chicago metropolitan area, always reaching out to the underprivileged and taking the ministry beyond the walls of the church. Some of Liberty Temple's outreach efforts included a GED Literacy Outreach to the Robert Taylor Homes residents; Love in Action, a food and clothing

outreach provided to housing development residents; Liberty Temple Prison Outreach, which holds bible studies in various correctional facilities in Illinois; the Taking New Territories (TNT) Bible study outreaches in multi-dwelling living units (such as, nursing homes, YMCA's, et cetera); and

WHEREAS, In an effort to continue to assist the hurting, hungry and homeless, the Denise M. Turner Foundation was established, in honor of Apostle Turner's late wife, who devoted her life to philanthropy and providing assistance to the underprivileged. Through this ministry among other things, Liberty Temple has supported Apostle Turner and his family in purchasing Christmas toys and donating them to Soul House; and

WHEREAS, Liberty Temple also reaches out to the Chicago metropolitan area through youth groups. Church ministers are trained as hospice volunteers, making hospital and home visits. Ministers to victims of HIV/AIDS, substance abusers, the homeless, and those in shelters. Liberty Temple has adopted homeless and battered-women shelters throughout the City and supplies them with food, clothing, and blankets throughout the year. In addition, the Liberty Temple congregation gives out food boxes. They also partner with the Food Depository and sponsor the Produce Mobile where food items are distributed to over 350 families each month. Annual health fairs focus on the health of all people. Apostle Turner established the Liberty International Network (LIN) in 1999, along with his wife, first-lady Darlyn C. Turner. Liberty Temple is presently represented throughout the United States of America and abroad; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of April 2012 A.D., do hereby extend to Liberty Temple Full Gospel Church and World Outreach Ministries our best and happiest wishes upon the occasion of their 30th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Liberty Temple Full Gospel Church and World Outreach Ministries.

CONGRATULATIONS EXTENDED TO KRAFT FOODS ON 100TH ANNIVERSARY OF OREO COOKIES.

[R2012-433]

WHEREAS, Oreo, the world's favorite cookie celebrated 100 years on March 6, 2012; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Lona Lane; and

WHEREAS, In 1898, several baking companies merged to form the National Biscuit Company (NABISCO), the maker of Oreo cookies; and

WHEREAS, The Oreo cookie debuted in the United States in 1912, now Oreos's are available in more than 100 countries around the world. Whether it's the green tea ice cream flavor Oreo in China, the dulce de leche and banana flavor Oreo in Argentina, or the original right here in Chicago, this beloved icon celebrates the kid inside all of us like no other biscuit can; and

WHEREAS, The shape and design of the Oreo cookie didn't change much until Nabisco began selling various versions of the cookie. In 1975, Nabisco released their Double Stuff Oreos. Nabisco continued to create variations, in 1987 -- Fudge covered Oreos introduced, in 1991 -- Halloween Oreos introduced, and in 1995 -- Christmas Oreos introduced; and

WHEREAS, Part of Kraft Foods, the world's largest biscuit baker, Oreo joins the company's 40 other centenarians, including Cadbury Dairy Milk, Halls, Jacobs, Kraft, LU, Maxwell House and Philadelphia; and

WHEREAS, Over 362 billion Oreo cookies have been sold since it was first introduced in 1912, making it the best-selling cookie of the 20th century. Oreo richly deserves the warm and fond wishes of its customers for their delicious cookies as Oreo marks its 100th birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of April 2012 A.D., do hereby extend to Oreo cookies our best and happiest wishes upon the occasion of their 100th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kraft Foods.

Presented By

ALDERMAN O'SHEA (19th Ward):

CONGRATULATIONS EXTENDED TO REVEREND L. SCOTT DONAHUE ON 30TH ANNIVERSARY OF ORDINATION.

[R2012-434]

WHEREAS, Reverend L. Scott Donahue is the president and chief executive officer of Mercy Home for Boys & Girls and the principal celebrant of the popular televised "Sunday Mass at Mercy Home" program, which reaches more than 50,000 Chicago-area shut-ins; and

WHEREAS, Louis Scott Donahue was born in Chicago and raised in suburban Mt. Prospect. He graduated from St. Viator High School in Arlington Heights, Illinois, in 1972.

In 1977, he earned bachelor's degrees in political science and accounting from Loyola University of Chicago; and

WHEREAS, Fr. Scott entered St. Mary of the Lake Seminary, in Mundelein, Illinois, in the fall of 1977. After becoming a deacon in 1981, he was assigned to St. Juliana's Parish on Chicago's Northwest Side; and

WHEREAS, In 1982, Fr. Scott was ordained a priest and was initially assigned to St. Barnabas Parish in the Beverly neighborhood on Chicago's Southwest Side and is celebrating the 30th anniversary of his ordination; and

WHEREAS, Fr. Scott holds master's degrees in social work from Loyola University, theology from St. Mary of the Lake Seminary and applied spirituality from the University of San Francisco; and

WHEREAS, In 1984, Fr. Scott was elected to a two-year term as vice chairman of the Association of Chicago Priests. Joseph Cardinal Bernardin appointed Fr. Scott vocation director for the Archdiocese of Chicago in 1985, a position he served for 10 years. He returned to St. Juliana's as a resident priest in 1987. Fr. Scott currently resides at St. Robert Bellarmine Parish on Chicago's Northwest Side; and

WHEREAS, Fr. Scott has worked with Mercy Home since 1990, when he joined its Board of Regents. In 1993, Fr. James Close, then-president of Mercy Home, invited Fr. Scott to join him in working directly with the children. Fr. Scott was named Mercy Homes associate president in 1996, a position he held for 10 years; and

WHEREAS, During his tenure as associate president, Fr. Scott instituted Mercy Home's Mercy Works faith-based volunteer program and assisted Fr. Close in raising \$10 Million in order to expand and provide for even more kids in crisis. Thanks to the efforts of the two priests and the support of committed donors, the Reverend James J. Close Home opened in August 2003, enabling Mercy Home to accommodate 40 percent more youth than ever before; and

WHEREAS, In 2006, Fr. Close retired after 33 years of leadership. With the blessing of Francis Cardinal George, Fr. Scott became Fr. Close's successor and Mercy Home's eighth president; and

WHEREAS, As Mercy Home's president, Fr. Scott continues to lead the agency's strategic vision to enhance the depth of services it provides to children in light of its 2003 expansion. As part of this vision, Fr. Scott instituted The Academy, Mercy Home's in-house education program, and restructured the services provided to enhance our young peoples' educational and vocational achievement; and

WHEREAS, Fr. Scott also oversaw the dramatic expansion of the After Care program, which offers lifelong resources and encouragement to Mercy Home's former residents, and has worked to strengthen young people's faith foundations to help guide them throughout

their lives. He carefully stewards the trust and support of donors across the country who provide Mercy Home nearly all of its operating funds; and

WHEREAS, In 2012, Mercy Home is celebrating its 125th anniversary. A centerpiece of this year-long celebration is the Home's expansion on the South Side, where it will open a supportive housing program for qualified former residents and their families; and

WHEREAS, The anniversary year also marks the public opening of its Legacy of Learning campaign that will ensure that every young person who comes to Mercy Home today and in the future will have access to a quality education; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in Council meeting of April 18, 2012, have been notified of the 30th anniversary of Reverend L. Scott Donahue's ordination and that on behalf of all the citizens of the City of Chicago, we do hereby express our appreciation and heartfelt thanks to Reverend L. Scott Donahue for his dedication and personal sacrifice; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Reverend L. Scott Donohue.

*CONGRATULATIONS EXTENDED TO TIMOTHY JOHN HICKEY ON RETIREMENT
FROM CHICAGO PUBLIC LIBRARY.*

[R2012-435]

WHEREAS, Timothy John Hickey has announced his retirement from the Chicago Public Library effective March 31, 2012; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Matthew J. O'Shea; and

WHEREAS, Tim was born on September 1, 1956 to his loving parents Tom and Kay in Chicago, Illinois, where he joined his older siblings Tom, Jim, Jerry and Mary Ellen; and

WHEREAS, Earning a liberal arts degree from Chicago State University in 1980, Tim later earned his masters in library science degree from Dominican University; and

WHEREAS, Tim began his career with the City of Chicago in 1978 as a bridge-tender, later moving to the Department of General Services and in 1999 he assumed his current position as assistant director of Library Building Programs; and

WHEREAS, In his position, Tim's responsibilities included working with architects and contractors on the design and construction of prototype library buildings, supervised and

made all arrangements related to moving staff into new branch library locations, worked on a daily basis with engineer and trades personnel to resolve any and all outstanding building issues, and was responsible for resolving all outstanding punch list items for newly constructed libraries; and

WHEREAS, Tim's love of travel has brought him to several locations across the globe including Italy, France, Switzerland, Monaco, the Holy Lands and of course the proud birthplace of his ancestors, Ireland; and

WHEREAS, Tim resides in the Beverly community with his two cats Sam and O.C.. He is a loving father to his daughter Jessica, he also participates in mentoring programs, reading history, biking, discussing politics (all 19th Ward residents enjoy this), name-dropping, and making inquiries about what parish you're from and what high school you attended; and

WHEREAS, Tim is a loyal employee, caring sibling, devoted friend, great singer, and all around Good Guy -- Hip, Hip, Hooray; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of April 2012, do hereby express our appreciation to Timothy John Hickey for many years of service to residents of the City of Chicago and wish him well in his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Timothy J. Hickey.

Presented By

ALDERMAN COCHRAN (20th Ward):

TRIBUTE TO LATE ELIZABETH JACKSON.

[R2012-436]

WHEREAS, On March, 27, 2012, in His infinite wisdom, Almighty God granted eternal peace to Elizabeth Jackson, an outstanding citizen and member of her community; and

WHEREAS, On December 25, 1918 Reverend John McKnight and his wife Fannie McKnight welcomed their only child Elizabeth Jackson into the world. Fannie McKnight gave birth to Elizabeth in Shelby, Mississippi; and

WHEREAS, The McKnight family moved to this city's South Side in 1924 for better opportunities. Elizabeth attended the neighborhood Chicago Public Schools, graduating from

DuSable High School and furthering her education at Wilson Junior College. She studied the Burroughs Accounting and Bookkeeping System and attended Cortez Peter's Business College; and

WHEREAS, Education and religion were very important things to the McKnights. The Bible was read daily in the McKnight home and cherished very dearly. Elizabeth accepted Christ at a very young age; and

WHEREAS, Elizabeth met the man of her dreams, Robert Jackson. They soon professed their love for each other, beginning a lifelong marriage and commitment to one another. Their union was blessed with two sons. Tragedy struck and her husband passed, forcing Elizabeth to raise her children as a single mother. This only made her a stronger woman with an even closer relationship with God; and

WHEREAS, As a single mother, Elizabeth only wanted the best for her children. She raised her children in the strict environment that she was raised in, wanting nothing more than for her children to succeed. Elizabeth supported her family by working at the Campbell Soup Company. She demonstrated so much trust and ambition at her job that she worked her way up to the front office and eventually retired as secretary/treasurer of the Local 194 credit union; and

WHEREAS, Elizabeth Jackson was also a church activist. She was the church clerk for 54 years at Lilydale First Baptist Church and had a beautiful soprano voice that all loved. She donated her amazing voice to the Lilydale Sanctuary Choir and The Golden Agers Auxiliary Choir as a lead singer as well as singing with the Mabel Brantley Singers, a group consisting of her good friends Marietta Sebre, Mary Jane Campbell, and Mabel Brantley playing the piano. The group was formed to raise money to help pay off the mortgage for Lilydale First Baptist Church in Chicago from 1972 until the death of Mrs. Brantley. The accomplished group held "Christmas in July" parties that helped raise over \$12,000.00. Elizabeth adored working with young children, teaching and coordinating Vacation Bible School and supporting the Sunshine Band, her greatest joy. She made sure they received the financial support they needed and occasionally entertained the children in her backyard; and

WHEREAS, Elizabeth Jackson became affectionately known as "Big Mama" by her family and friends. She is described as a woman that was always there to help people, give her criticism and walk with them through their tough times. Her family viewed her as a true blessing; and

WHEREAS, Elizabeth Jackson transitioned peacefully in her sleep on Tuesday, March 27, 2012 at Belhaven Nursing and Rehabilitation Center in Chicago. She was preceded in death by her husband Robert Jackson and her granddaughter Deborah Jackson; and

WHEREAS, She is survived by her sons Robert Jackson, Jr. and Stanley Jackson, four grandchildren, 11 great-grandchildren, three great-great grandchildren, and a host of relatives and friends; and

WHEREAS, The Honorable, Willie B. Cochran, Alderman of the 20th Ward, has apprised this august body of the passing of Mrs. Elizabeth Jackson; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, assembled on this 18th day of April 2012 A.D., do hereby express our sincere sorrow of the passing of Mrs. Elizabeth Jackson and extend our deepest condolences to her family and all those whose lives she touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Elizabeth Jackson.

Presented By

ALDERMAN BROOKINS (21st Ward):

TRIBUTE TO LATE ERNEST LYNWOOD MC CULLOUGH, SR.

[R2012-437]

WHEREAS, Ernest Lynwood McCullough, Sr., well-known for his years of commitment to serving others was called home by his Heavenly Father on Thursday, March 29, 2012. Ernest Lynwood McCullough, Sr., immediately responded to the voice of his Jesus, "Come for I have prepared a place specifically for thee, a mansion filled with pictures of those lives you have touched". As the teardrops fell from his eyes, Ernest Lynwood McCullough, Sr., he extended his right hand upward to connect with God. The Angels in Heaven shouted, "God's Chosen One Is On His Way Home."; and

WHEREAS, Ernest Lynwood McCullough, Sr. kept the faith, he ran a good race with much determination and we are so thankful he never fainted along the way. He was an educated man, a fighter for justice and an extremely wise man beyond his years. Ernest Lynwood McCullough, Sr. had an anointing for every task; and

WHEREAS, Ernest Lynwood McCullough, Sr., understood the inviolability of fatherhood, and his love for Jesus Christ was exemplified in his speech. What an excellent example to follow. So, instead of us saying good-bye, let us stand together in confidence and say, "one day we shall all meet him again"; and

WHEREAS, Ernest Lynwood McCullough leaves to cherish his memories: caregiver, Mrs. Lucy Wiltz McCullough; his children, daughters, Dr. Diana McCullough Ingram and Ms. Michelle Renee McCullough; sons, Mr. Ernest Lynwood McCullough, Jr. (Johadi); Mr. Johnathan L. Grisby (Leah); brothers, Reverend Alfred R. McCullough (Elmeda) and Mr. Moiris B. McCullough (Shirley); sister-in-law, Ms. Barbara A. Wiltz (Robert Williams);

brother-in-law, Mr. David C. Wiltz (Delores); grandchildren, Joseph G. W. McCullough, Brian C. McCullough, Jazmine A. Grisby; great-grandchildren, Samaria Gabriella and soon-to-be Avery Nicole; dear friends, Mr. and Mrs. Porter Robinson, Mrs. Addie Woodward; and a host of family members and friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago will assemble together on the 18th day of April 2012 A.D., to partake in the homegoing celebration of Ernest Lynwood McCullough, Sr. and extend to his family, friends and associates our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ernest Lynwood McCullough, Sr.

TRIBUTE TO LATE RANDY MOORE.

[R2012-438]

WHEREAS, Randy Moore, well known for his years of commitment to serving others, was called home by the Great I Am on Thursday, March 22, 2012. Randy Moore immediately responded to the voice of his Savior, "Come for I have prepared a place specifically for thee a mansion filled with photographs of the lives you have touched". As the tears fell from the eyes of Randy Moore, he extended his right hand upward to connect with his Heavenly Father. The Angels in Heaven shouted, "God's Chosen is finally coming home!"; and

WHEREAS, The scriptures tells us, "that the steps of a good man are ordered by the Lord". Randy Moore fits the biblical description perfectly. His lifestyle exemplified one as having a relationship with God. Without disinclination, Randy Moore liberally gave of himself so that others could benefit from the blessings of his labor. Randy, "Thank you for teaching us the true meaning of perseverance"; and

WHEREAS, Randy Moore understood the sacredness of relationships and the difference between father and daddy; Randy was an example of that and so much more. So today, we refuse to say, "good-bye Randy Moore, but shall say, "We will see you again at God's appointed time."; and

WHEREAS, His memories will be cherished by his son, Roderick (Fallon) Mercier; daughter, Nona Alexandria Moore; brother, Steven (Shirley) Moore; six grandchildren, Roderick Jr., Trezher, Yrie, Journie, Chayse, Viszon; and a host of nieces, nephews, and one special nephew, Mark Davis; cousins; one aunt, Edna E. Brown; his assistants and secretary; friend, Rosemary Garrett; and special friend, Nekenge Power; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago will assemble together on the 18th day of April 2012 A.D., to partake in the homegoing celebration

of Randy Moore and extend to his family, friends and associates our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Randy Moore.

TRIBUTE TO LATE ANNIE B. ROSS.

[R2012-439]

WHEREAS, On Friday, February 17, 2012, Annie B. Ross answered the call of her Savior, "Come for I have built a well-designed mansion specifically for you, every door has been carved in gold and every window is draped with precious diamonds, rubies and pearls". Immediately, as tears flowed from the eyes of Annie B. Ross, she stretched forth her right hand and connected with her Heavenly Father. The Angels in Heaven danced and shouted, "Annie B. Ross is finally coming home!"; and

WHEREAS, The scriptures states, "my sheep know my voice and follow me," Annie B. Ross' makeup was one that followed religious principles in every aspect of her life; she had a relationship with the Father. Today, let us stand to salute Ms. Ross, not just for her being a committed and righteous woman of God, but for being a leader filled with wisdom and knowledge beyond our own imagination. Truly, she was a legacy to follow; and

WHEREAS, From this day forward, let us stand and salute to the "Hills from Whence Cometh Our Help for Our Help Cometh from the Lord", and for him allowing us to spend quality time with such a remarkable woman like Annie B. Ross. Today, I refuse to say, good-bye, but rather say, "See you soon."; and

WHEREAS, She leaves to cherish her memories, her loving daughter, Lois (Alexander); devoted son, Lawrence (Trina); four grandchildren, Angelique, Nicolas, Simone, DuSable, Michele; four great-grandchildren; one sister, Laurel Smith (Charlie); three lifelong friends, Mrs. Nina Hill, Mrs. Alice McDaniel, and Mrs. Hiawatha Reed; three nursing angels, Darnise Manning, Lorraine Ackersom and Donna Dawkins; and a host of nieces, nephews, and cousins; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago will gather together on the 18th day of April 2012 A.D. to express their sorrow on the passing of Annie B. Ross, and extend to her family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Annie B. Ross.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

CONGRATULATIONS EXTENDED TO BOB AND PATRICIA SOLTIS ON 50th WEDDING ANNIVERSARY.

[R2012-440]

WHEREAS, On April 28, 2012 Bob and Patricia Soltis, outstanding citizens and members of their grateful Garfield Ridge community will be celebrating their golden wedding anniversary; and

WHEREAS, A wedding is both a cause for celebration and a time for reflection, for it closes the book on two separate lives and melds them into a single entity; a married couple, committed to one another. Bob and Patricia Soltis were united in Holy Matrimony on April 28, 1962 at Five Holy Martyrs Church. 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, Bob was employed by the City of Chicago in the Department of Streets and Sanitation. He retired after 33 years of dedicated service. Patricia was employed as a secretary with a law firm; and

WHEREAS, Their 50 years of married life have produced a loving and close family. Bob and Patricia Soltis are the loving parents of five children and eight grandchildren: John (deceased) and Denise Soltis, their three children, Nicole, Brittany and John; Robert Soltis, Jackie and Max Alderfer, their two children, Nicholas and Amanda; Anne and Joseph Abraham, their three children, Michael, Johanna and Jordan (twins); and Jim Soltis; and

WHEREAS, Bob and Patricia Soltis 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 18th day of April 2012 A.D., do hereby extend our heartiest congratulations to Bob and Patricia Soltis upon the 50th 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. Bob Soltis.

CONGRATULATIONS EXTENDED TO ST. JANE DE CHANTAL ACADEMY'S BOYS EIGHTH GRADE BASKETBALL TEAM ON WINNING HALE PARK LEAGUE CHAMPIONSHIP.

[R2012-441]

WHEREAS, In an outstanding display of sportsmanship, talent and teamwork, the Crusaders from St. Jane de Chantal Academy have won the Hale Park League Championship; and

WHEREAS, On Tuesday, April 3, 2012 St. Jane de Chantal Academy and Bridgeport Catholic Academy boys eighth grade basketball teams squared off at a packed Hale Park District gymnasium to determine who was the best 8th grade basketball team for this season. After two overtimes, it was the Crusaders from St. Jane that carried home the championship trophy that evening; and

WHEREAS, These young athletes have earned the respect and admiration of a city known for its love of sports and those that play them; and

WHEREAS, The Crusaders team is composed of nine players Alex Martinez, Tim Nichin, Marty Acevedo, Chris Campagna, Nick Code, Jack Nowak, Matt Michalk, Donte Hernandez, and Dorian Ruiz. The St. Jane 8th Grade Boys Basketball team is coached by Tom Nichin and Gil Ruiz. The coaches have taught the important lesson of how to be a team player, of striving to extend personal limits and the necessity of grace and sportsmanship in both victory and defeat; and

WHEREAS, The Honorable Michael R. Zalewski, Alderman of the 23rd Ward has informed this august body of the St. Jane de Chantal Academy's 8th Grade Boys Basketball Team Championship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 18th day of April 2012 A.D., do hereby salute the Crusaders from St. Jane de Chantal Academy for attaining the championship and congratulate Coach Tom Nichin and Coach Gil Ruiz on their success with these fine youths. We wish them every success in any and all future endeavors they may wish to undertake; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the aforementioned team members, their coaches and St. Jane de Chantal Academy.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE SARAH LOUISE REDDICK.

[R2012-442]

WHEREAS, Almighty God, in His infinite wisdom, has granted Sarah Louise Reddick, beloved citizen and friend, eternal life on April 18, 2011; and

WHEREAS, Born in Alamo, Tennessee on March 8, 1935, Sarah Louise was the loving daughter of Albert, Sr. and Fannie Robertson Reddick. She was the second of six siblings and the only girl. The Reddick family moved to Chicago when Sarah was seven years old. She was raised in the Morgan Park community and attended the Beth Eden Baptist Church with her parents and siblings. She accepted Christ as her personal Savior at a young age; and

WHEREAS, Sarah attended John D. Shoop Elementary School and Morgan Park High School. She was a member of Robert Wooten's Wooten Choral Ensemble and remained an active member until she moved to Cary, North Carolina in 2007; and

WHEREAS, After graduating, Sarah started an insurance career with Winter Hursh, a few years later she began working for the Echels Insurance Agency and retired in 1994 from the Aon Insurance Agency; and

WHEREAS, Sarah and John Daniels were married on August 21, 1955 and to this union one daughter was born, Diane Louise. Sarah and John shared years of wedded bliss and their marriage lasted until his transition in August 2003; and

WHEREAS, Sarah Louise was a vital and active member of her Morgan Park community; the Shoop School 49ers, the Beth Eden Commissars and the Morgan Park Golden Girls; and

WHEREAS, Sarah Louise Reddick leaves behind to mourn her loss and celebrate her memory her daughter, Diane (William) Fulton; two grandsons, Blake and Cameron; brothers, Raymond (Sybil) Reddick, and Mel (Gloria) Reddick; five sisters-in-law, Joanne Reddick, Olivia Reddick, Paula Evans; Gwendolyn Traylor and Jeanette Daniels; one aunt, Pauline Mitchell and a host of venerated Reddick/Daniels nieces and nephews, close cousins, and other relatives and many friends; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward, has informed this august body of the passing of this good and decent citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 18th day of April 2012 A.D., do hereby express our sincere sorrow at the passing of Sarah Louise Reddick and extended our deepest condolences to her family, friends and people whose lives she touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sarah Louise Reddick.

CONGRATULATIONS EXTENDED TO APOSTLE DR. YVONNE LEE-WILSON ON 30TH ANNIVERSARY IN MINISTRY.

[R2012-443]

WHEREAS, On April 12, 2012, her faithful followers and many friends will gather to pay

tribute to Apostle Dr. Yvonne Lee-Wilson, senior pastor of Body of Christ Deliverance Ministries Outreach Training Center and president of Real Women of God Fellowship, for her 30 years of tireless and lasting contributions to her grateful followers and community; and

WHEREAS, The Body of Christ Deliverance Ministries will be acknowledging Apostle Wilson's 30 years in ministry throughout the month of April. The celebration service will be held on April 12, 2012 at 615 West 103rd Street; and

WHEREAS, Apostle Wilson, born in Chicago, is a gifted woman who possesses many talents. She is an active member of her grateful community and has gone beyond the call of duty to meet the needs of God's people. She is an inductee of the Who's Who of International Professionals. She was appointed pastoral chair of the Fifth District Police Department, and is an advisor to the Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, Her most recent accomplishments have been: Sherry Luck Award for HIV Task Force, the NHS Award for Outstanding Leadership, Employee Recognition from Catholic Charities Jadonal E. Ford Parenting Center, Honorary Recognition from The Violence Prevention Program, as well as the recipient of the Arthritis Foundation Award; and

WHEREAS, The long and enriching marriage of Apostle Wilson and her loving husband Adelbert has yielded three wonderful daughters, Tarina Yvonne (deceased), Taneshia Rashun, and Shantina Beatrice; and eight grandchildren, Phillip, Justin, Jene (deceased), Amber, Jaleel, Evelene, Brittany and Brianna; and

WHEREAS, The leaders of this great City are cognizant of the importance of our outstanding religious leaders and institutions; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward, has apprised this august body of Apostle Dr. Yvonne Lee-Wilson's important and significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby join in the tribute to Apostle Dr. Yvonne Lee-Wilson in celebration of her 30 years in the ministry and express our wish for health, happiness and continued success in her spiritual calling as well as in all endeavors in which she may wish to participate; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Apostle Dr. Yvonne Lee-Wilson.

CONGRATULATIONS AND BEST WISHES EXTENDED TO DUNNE TECHNOLOGY ACADEMY CHEERLEADERS ON CONTINUED SUCCESS.

[R2012-444]

WHEREAS, The Warriors Cheerleading Team of Dunne Technology Academy, an

outstanding and determined group of student athletes, represent their school with pride and courage. This group of students displays leadership and hopeful qualities; and

WHEREAS, The Warriors cheerleaders not only represent their school but their community and families. The ambition that they show provides a reflection of the background from which they come and those that motivate and train them to be the team that they are; and

WHEREAS, The teamwork these outstanding athletes exemplify got them to where they are today, a noteworthy cheerleading team recognized not only by their community but their city. Hard work and perseverance is a quality that any good athlete has to maintain and display. They have done a phenomenal job of setting an example of the qualities all athletes need to maintain in achieving their goals; and

WHEREAS, The Warriors Cheerleading Team has accomplished much success and brought pride to their school. Just this year, they were 1st place National Champions in the CSG 2012 Super National in the School Division, 2nd place in CSG Windy City Challenge, and 1st place in Chicago Public Schools regional competition that qualified them to the CPS City Championship. The success continued with also winning the CSG Sportsmanship Award. Even the young 7th and 8th grade DTA cheer squad won 1st place in the CPS Area 16 in 2009, CPS Rock Island Area Small 1st place in 2012, and CPS Regional 1 Small 7th/8th Grade Champions the same year; and

WHEREAS, The Honorable Carrie Austin, Alderman of the 34th Ward, has apprised this august body of these significant awards garnered by these praiseworthy role models; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this 18th day of April 2012 A.D., do hereby salute Dunne Technology Academy Cheerleaders and their coaches and extend our very best wishes for success in all endeavors they may wish to undertake in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Dunne Technology Academy Cheerleaders.

Presented By

ALDERMAN COLÓN (35th Ward):

CONGRATULATIONS EXTENDED TO LOGAN SQUARE NEIGHBORHOOD ASSOCIATION ON 50TH ANNIVERSARY.

[R2012-445]

WHEREAS, The Logan Square Neighborhood Association is celebrating its golden anniversary; and

WHEREAS, In 1962, the Logan Square Neighborhood Association began as a small band of dedicated neighbors. During the past 50 years, the association has grown to a \$3 Million organization; and

WHEREAS, The Logan Square Neighborhood Association serves thousands of residents, providing them with education and art programs along with addressing systemic problems of housing, immigration and health as well as organizing campaigns to further its causes; and

WHEREAS, The Logan Square Neighborhood Association provides community learning centers in five local schools, giving students along with their families 60 academic and arts education programs. These centers are comprised of 200 adults and 550 children. From 2001 to 2011, the attending students who meet or exceed their grade levels based of their ISAT test scores have increased from 30.6 percent to 69.2 percent. On average the lowest quartile scores have decreased from 13.9 to 3.2 during the same time period. There are 100 parent mentors working daily in school classrooms as well as 24 parent tutors aiding students who are academically "at-risk", impacting more than 3,100 students; and

WHEREAS, The Logan Square Neighborhood Association has partnered with "Grow Your Own Teachers", composed of 50 parents who are given a bilingual-bicultural education, offering a bachelor's degree and teacher certification. Nineteen certified teachers have matriculated from this outstanding program. Last year, three books were written about the Logan Square Neighborhood Association and their educational work as well as many articles in publications including Education Week; and

WHEREAS, More than 1,500 people are able have affordable high quality health services due to Logan Square Neighborhood Association's Health Outreach Team. Their Foreclosure Prevention Outreach Team directs homeowners in crisis to Cook County's new mediation program. They have campaigned to preserve the Chicago Housing Authority's Lathrop Homes as public and affordable housing through historic rehabilitation. Furthermore, they are members of a coalition that has assisted more than 55,000 legal permanent residents in becoming citizens since February 2005; and

WHEREAS, Logan Square Neighborhood Association's health and wellness work in local elementary schools has been recognized by the Chicago Public Schools as a model. Health Organizer Lucy Gomez-Feliciano was the co-author of an article published in a special issue of Public Health and Community Development, "Ciclovía in Chicago: a Strategy for Community Development to Improve Public Health"; and

WHEREAS, A group of 32 leaders from the Logan Square Neighborhood Association community's schools, churches, and non-profit organizations were successful in bringing the Logan Square Neighborhood Association Bickerdike Redevelopment Corporation and breaking ground for the Zapata Apartments on the September 13, 2011. The construction will include 61 units of affordable housing in four structures in that each will replace a vacant lot; and

WHEREAS, The Honorable Rey Colon, Alderman of the 35th Ward, has informed this august body of this preeminent community based organization's significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute the golden anniversary of the Logan Square Neighborhood Association and extend our very best wishes for continuing success in all their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Logan Square Neighborhood Association.

Presented By

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO FATHER MICHAEL GOERGEN ON RETIREMENT AFTER 50 YEARS OF RELIGIOUS SERVICE.

[R2012-446]

WHEREAS, Reverend Michael Goergen, an outstanding spiritual leader and member of his community, is celebrating his retirement as well as 50 years of being ordained as a priest of the Roman Catholic Church; and

WHEREAS, Father Michael was born on June 16, 1936, the eldest of eight children born to Virginia and Michael A. Goergen who are of German and Scottish descent. He discovered a love of God at an early age during the 18 year period that he and his family attended St. John Bosco on this city's West Side. A priest of the parish at that time, Father Don Cunningham, made a deal with Michael, asking him to attend Quigley Seminary Preparatory High School for his freshmen year and, if he "didn't fit", then he would be able to transfer out. Michael decided to stay; and

WHEREAS, In his fifth year at Quigley, Michael Goergen and his family moved to the western suburb of LaGrange Highlands until the time he was ordained when they settled in Darien, Illinois. After graduating, he entered St. Mary of the Lake Seminary in Mundelein. His father was employed at the R.R. Donnelly Company for 45 years and he was able to get Michael a job there while he was in the seminary. While working there, he was able to meet people of different backgrounds with whom he developed many friendships and gave him the opportunity to teach and share his Catholic beliefs; and

WHEREAS, On April 28, 1962, Michael Goergen was ordained and assigned to St. Eulalia in suburban Maywood, Illinois. During this time priests weren't allowed to own a car until their fifth anniversary of service. As a result, he had to walk everywhere. This got him in shape to become an avid handball player. He was a member of the Firefighter's Engine Number 42 team and 60 other handball teams. During the 1960s, for three consecutive years Michael's team took first place at the Mercy Boys Home Handball Tournament; and

WHEREAS, Five years later, Father Michael was transferred to Queen of All Saints on this city's Northwest Side where he served for seven years. Following that, he was appointed to the Queen of the Universe on the Southwest Side for six years and then to St. Christina parish on the South Side for two years. In 1982, Father Michael was assigned to St. Nicholas of Tolentine at 66th and Lawndale. There he was able to get a dog, Bonnie, who became an icon of the parish. Additionally, this is also where he met his best friend, Father Stun Rataj; and

WHEREAS, In 1994, Father Michael was given the opportunity to go on sabbatical to Notre Dame. After his six-month retreat, he returned St. Robert Bellarmine that became his new home. There he adopted Madison, a Labrador who was his true and faithful companion; and

WHEREAS, In 2006, Father Michael decided to retire and joined the St. Bartholomew community. His two favorite ways to "enjoy retirement" are golfing and Door County, Wisconsin yet he isn't able to enjoy this much because he's always busy helping his community. Even after his retirement, Father Michael continues to celebrate mass, visit the children, comfort the sick, pray for families who have lost a loved one and celebrate weddings, anniversaries, or baptisms. If he isn't found doing any of these, he is on the Parish campus somewhere, putting his woodworking skills to work on the old wood found around the rectory or weeding the lawns and flowerbeds; and

WHEREAS, The Honorable Timothy M. Cullerton, Alderman of the 38th Ward has informed this august body of Reverend Father Michael Goergen's retirement and 50 years in the service of God and the Catholic faithful throughout the Archdiocese of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute the golden jubilee of Father Michael Goergen's ordination and retirement as well as extend our very best wishes in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Michael Goergen.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE INGRID E. BERGSTROM.

[R2012-447]

WHEREAS, Ingrid E. Bergstrom, born January 15, 1921, was called by God to her eternal reward on April 10, 2012, at the age of 91; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Ingrid E. Bergstrom, former owner of The Sweden Shop in Chicago, was an active and vital member of her community. She was the beloved wife for 67 years of the late Gosta, and is survived by Margit, Charles, her sister Signe Larsson, numerous loving relatives and cherished friends, both in Sweden and America. Ingrid E. Bergstrom leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Ingrid E. Bergstrom was a member of Svenska Gillet, SVEA, Swedish American Museum, Verdandi Number 3, I.O.S., American Daughters of Sweden, VASA and the Scandinavian Park Association; and

WHEREAS, Ingrid E. Bergstrom 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 18th day of April 2012, do hereby express our sorrow on the death of Ingrid E. Bergstrom 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 Ingrid E. Bergstrom.

TRIBUTE TO LATE MUNSHI CHACHA.

[R2012-448]

WHEREAS, Munshi Chacha was called to his eternal reward on March 13, 2012; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Munshi Chacha was an active and vital member of his community. A loving husband, beloved father, cherished grandfather and treasured friend of many, Munshi Chacha leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Munshi Chacha was a very dear and special volunteer worker for the Muslim Community Center (MCC); and

WHEREAS, Munshi Chacha was one of those who gave of himself without asking for anything in return. He worked quietly in the recesses of the MCC where his presence was palpable for those who cared to notice. He worked in the MCC's Bookstore where he utilized his impeccable money management skills. This was where he could be found every weekend and after every Juma; and

WHEREAS, Munshi Chacha was undeniably young at heart. His secret weapon was perhaps his perpetual, disarming smile; and

WHEREAS, Munshi Chacha 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 18th day of April 2012, do hereby express our sorrow on the death of Munshi Chacha 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 Munshi Chacha.

TRIBUTE TO LATE FRANK ERDE.

[R2012-449]

WHEREAS, Frank Erde, born on February 8, 1913, was called by God to his eternal reward on March 26, 2012, at the age of 99; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Frank Erde was an active and vital member of his community. The beloved husband of the late Hortense (nee Sworzyn); devoted father to Michael (Carol) Erde, Marsha Estes and MaryAnne (Joel) Spinner; loving grandfather of Lisa (Paulo) Santos, Rebecca Erde and Jacob Estes (Gretchen Lieberum); great-grandfather of Rachelle, Lindsey, Iris and Lucas; Frank Erde leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Frank Erde 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 18th day of April 2012, do hereby express our sorrow on the death of Frank Erde and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Erde.

TRIBUTE TO LATE ALBERT KARL KAEICHELE.

[R2012-450]

WHEREAS, Albert Karl Kaechele, born on July 2, 1927, was called by God to his eternal reward on April 8, 2012, at the age of 84; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Albert Karl Kaechele was an active and vital member of his community. The beloved husband of the late Angela (nee D'Amico); loving father of Christopher and the late Albert John; dear brother of the late Fred (Ann); fond brother-in-law of Isabella (the late Eugene) Mrugacz and John (Marie) D'Amico; devoted uncle of many nieces and nephews, Albert Karl Kaechele leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Albert Karl Kaechele was a proud member of the Schwabischer Sangerbund and Rheinischer Gesang Verein German Choruses and the Plasters Union Local 5; and

WHEREAS, Albert Karl Kaechele 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 18th day of April 2012, do hereby express our sorrow on the death of Albert Karl Kaechele 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 Albert Karl Kaechele.

TRIBUTE TO LATE JAMES T. KENDRIGAN.

[R2012-451]

WHEREAS, James T. Kendrigan, born on August 18, 1935, was called by God to his eternal reward on March 24, 2012, at the age of 76; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, James T. Kendrigan was an active and vital member of his community. The former husband of Barbara (nee Schuster); loving father of Tom, Joe, Mary (David) Druker, Kathy (Brad) Dorris, Barb Cascio and Kevin Kendrigan; devoted grandfather of Sarah, Rachel, David, Nick and Bethany, James T. Kendrigan leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, James T. Kendrigan 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 18th day of April 2012, do hereby express our sorrow on the death of James T. Kendrigan 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 T. Kendrigan.

TRIBUTE TO LATE MADELINE F. ROCHE.

[R2012-452]

WHEREAS, Madeline F. Roche, born August 26, 1927, was called by God to her eternal reward on April 5, 2012, at the age of 84; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Madeline F. Roche was an active and vital member of her community. The beloved daughter of the late Thomas Patrick and Mary Kate Roche; cherished sister of Maureen (the late Terrence) Kennedy and Sr. Josephine M. Roche, BVM; dear aunt of Terrence (Dr. Kathleen) Kennedy, Maureen Kennedy (Ralph Jefferson), Patricia Kennedy (David Ihnat), Thomas (Sandra) Kennedy, Sheila Kennedy, Roger Kennedy, Therese (Darryl) Baker, Mary Frances (Peter) Niznik and Daniel Kennedy; great-aunt of 19 and great-great aunt of six; cherished friend of many, Madeline F. Roche leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Madeline F. Roche spent many years teaching at Kilmer Elementary School where she developed Learning Centers and initiated many creative programs; and

WHEREAS, Madeline F. Roche was awarded the Maremont Schutz Dedicated Teaching Award in 1975; and

WHEREAS, Madeline F. Roche 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 18th day of April 2012, do hereby express our sorrow on the death of Madeline F. Roche 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 Madeline F. Roche.

TRIBUTE TO LATE ROGER NEIL TYRE.

[R2012-453]

WHEREAS, Roger Neil Tyre, born on May 30, 1931, was called by God to his eternal reward on March 26, 2012, at the age of 80; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Roger Neil Tyre, a member of the American Legion and proud employee of Bell & Howell for 45 years, was an active and vital member of his community. The beloved husband of 59 years to Charlotte Alice (nee Foss); loving father to Donald (Gerri) Tyre, Arthur (Nina) Tyre and William Tyre; caring grandfather to Christopher, Sarah, Roger, and Anthony Tyre; devoted brother to Evelyn (the late Charles) Brandeau; treasured friend of many; Roger Neil Tyre leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Roger Neil Tyre was an Old Irving Park Association board member, volunteering countless to assist with several neighborhood projects. Roger and his wife, Charlotte, were a fixture at the Old Irving Park Association's monthly meetings. He was also a longtime member of the Irving Park Historical Society; and

WHEREAS, Roger Neil Tyre will be deeply missed, but the memory of his character, intelligence and compassion will 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 18th day of April 2012, do hereby express our sorrow on the death of Roger Neil Tyre 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 Roger Neil Tyre.

TRIBUTE TO LATE DAVID WASSERMAN.

[R2012-454]

WHEREAS, David Wasserman, born on January 17, 1940, was called by God to his eternal reward on April 9, 2012, at the age of 72; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, David Wasserman was an active and vital member of his community. The beloved husband of the late Sandra (nee Max); loving father of Michelle, Larry (Lisa) and Bradley Wasserman; adored grandfather of Max, Jaden, Ryan, Sean and Tyler; dear brother of Muriel (Joseph) Stepen; beloved uncle of many nieces and nephews; dear cousin and friend of many, David Wasserman leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, David Wasserman 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 18th day of April 2012, do hereby express our sorrow on the death of David Wasserman 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 David Wasserman.

CONGRATULATIONS EXTENDED TO CATHERINE AND ALEXANDRA COSTELLO
ON FIFTH ANNIVERSARY OF BLOOM-N-TOSS.

[R2012-455]

WHEREAS, Catherine and Alexandra Costello are celebrating the fifth anniversary of Bloom-n-Toss; and

WHEREAS, The Chicago City Council has been informed of this significant occasion by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Catherine and Alexandra Costello created Bloom-n-Toss after approaching Rosemaie Quintas, the floral specialist and buyer for Whole Foods Market, regarding the spoilage from the floral department; and

WHEREAS, Catherine and Alexandra Costello were informed that Whole Foods Market discards the spoilage from the floral department; and

WHEREAS, Catherine and Alexandra Costello worked together with Whole Foods Market to donate the floral department discards to local seniors at North Park Village; and

WHEREAS, Catherine and Alexandra Costello also distribute the flowers to the Peterson Park Health Center, Northside Learning Center, Alzheimer's Family Care Center, The LaSalle Senior Center and various other seniors in the community; and

WHEREAS, Catherine and Alexandra Costello are also working with the Jewel Osco in the North Mayfair community, delivering flowers to the Fairmont Healthcare and Rehabilitation Center; and

WHEREAS, Catherine and Alexandra Costello and Bloom-n-Toss are meeting their goal of bringing joy and happiness to many people in the 39th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012, do hereby extend our heartiest congratulations to Catherine and Alexandra Costello on the fifth anniversary of Bloom-n-Toss and wish them every success in all of their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Catherine and Alexandra Costello.

*CONGRATULATIONS EXTENDED TO STEPHANIE M. DI PRIMA ON RETIREMENT
FROM QUEEN OF ALL SAINTS SCHOOL.*

[R2012-456]

WHEREAS, Stephanie M. DiPrima, who began her teaching career 38 years ago, is retiring as Principal from Queen of All Saints School; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Stephanie M. DiPrima received a B.A. from Dominican University and an M.A. from Loyola University; and

WHEREAS, Stephanie M. DiPrima was an adjunct associate professor at Dominican University for 11 years; and

WHEREAS, Stephanie M. DiPrima served as a school principal for 34 years at five different schools; and

WHEREAS, Stephanie M. DiPrima served as an educator at St. Viator School, and as principal at St. Martha's, St. Monica's, Sacred Heart, Our Lady of Hope and Queen of All Saints School; and

WHEREAS, Stephanie M. DiPrima served as Principal of Queen of All Saints Schools from 2000 to 2012; and

WHEREAS, Stephanie M. DiPrima served as principal of Queen of All Saints School when the school was designated a "National Blue Ribbon" school by the United States Department of Education, one of just a handful of schools in the Chicagoland that received this honor; and

WHEREAS, Stephanie M. DiPrima was the architect of the Faith Partner program and numerous other positive educational programs for students and alumni at Queen of All Saints School; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to the principals of our area schools; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012, do hereby express our gratitude and heartiest congratulations to Stephanie M. DiPrima as she retires and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Stephanie M. DiPrima.

**CONGRATULATIONS EXTENDED TO GERALDINE LAWHORN ON BEING NAMED
THE 2012 RICHARD J. DALEY CITIZEN OF THE YEAR.**

[R2012-457]

WHEREAS, Geraldine Lawhorn has been named the Richard J. Daley Citizen of the Year; and

WHEREAS, The Chicago City Council has been informed of this significant occasion by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Geraldine Lawhorn, 95 years young, is an accomplished pianist, poetess, published author and educator -- all four achievements being even more impressive -- because she is deaf and blind; and

WHEREAS, Geraldine Lawhorn began to lose her eyesight at the age of seven, having completely lost it at the age of 12 and then at age of 19, she also lost her hearing; and

WHEREAS, Geraldine Lawhorn had to discontinue piano lessons because of her failing eyesight, but continued to play and sing popular music by ear; and

WHEREAS, Geraldine Lawhorn was enrolled in the Sight-Saving Room of Sherwood Grammar School at the age of 12, where she learned to read Braille and began to write stories and articles, some for the school newspaper; and

WHEREAS, Geraldine Lawhorn joined a sewing class where she learned to knit and crochet, and a cap and scarf she had crocheted were exhibited at the Chicago World's Fair of 1933; and

WHEREAS, Geraldine Lawhorn started to lose her hearing when she entered John Marshall High School, so she learned the American Two-Hand Manual Alphabet and the American Two-Hand Alphabet; and

WHEREAS, Geraldine Lawhorn won third place in a contest for a short story she wrote which was entitled "The Gift" and was invited to City Hall to receive her medal from Mayor Edward Kelly; and

WHEREAS, Geraldine Lawhorn graduated with honors from Marshall High School, going on to study drama and music at the American Conservatory of Music in Chicago and the Carnegie Building in New York City; and

WHEREAS, Geraldine Lawhorn became an accomplished actress, poetess and pianist, appearing on a number of television programs, including "Someone You Should Know" in Chicago, The Phil Donahue Show, Good Morning America and Ripleys Believe It or Not; and

WHEREAS, Geraldine Lawhorn received numerous awards and honors, including the "Show Business" Magazine Award; induction into the Disabled Persons Hall of Fame of the City of Chicago, the Hadley Schools Challenge of Living Award and the Anne Sullivan Macy Award for her artistic endeavors; and

WHEREAS, Geraldine Lawhorn published her autobiography, "On Different Roads", in 1991 and wrote the epilogue to C. Michael Mellors 2006 book, "Louis Braille: A Touch of Genius"; and

WHEREAS, Geraldine Lawhorn was the first African-American deaf-blind person to earn a college degree, receiving a bachelor's degree from Northeastern Illinois University in 1983 graduating from the University Without Walls (UWW); and

WHEREAS, Geraldine Lawhorn received her bachelor's degree in Rehabilitation of Deaf-Blind Adults; and

WHEREAS, Geraldine Lawhorn became a teacher at The Hadley School for the Blind; and

WHEREAS, Geraldine Lawhorn has taught at The Hadley School for the Blind for over 45 years, earning her the 2011 Winnetka Teacher of the Year; and

WHEREAS, Geraldine Lawhorn has been treasurer of LeCobda, the Club of Blind-Deaf Adults in Chicago for a number of years; and

WHEREAS, Geraldine Lawhorn served on the Illinois Advisor Board of Services for Persons Who are Deaf-Blind, appointed by past Illinois Governor James Thompson; and

WHEREAS, Geraldine Lawhorn celebrated her 95th birthday in December of 2011 and received a Hadley Service Award for her 45 year teaching career with the Hadley School; and

WHEREAS, Geraldine Lawhorn continues to stress the importance of family in helping people who are deaf-blind and credits her own independence to the encouragement she received from her mother who was always there for her and helped to guide her along "the different road"; and

WHEREAS, Geraldine Lawhorn teaches her students from the privacy of her own home, corresponding via email, using a braille displace to determine the content of the email; and

WHEREAS, Geraldine Lawhorn, as a part-time instructor, currently has approximately 100 students and has taught the concepts of poetry to more than 1,000 students over the years; and

WHEREAS, Geraldine Lawhorn was born during a difficult time in the history of our country -- the 1920s and 1930s -- being a female, a minority, and visually and hearing impaired; and

WHEREAS, Geraldine Lawhorn overcame a silent world through talent, perseverance and the sheer will to succeed and overcome the hand that life had dealt her; and

WHEREAS, Geraldine Lawhorn and Helen Keller have become an integral part of history; and

WHEREAS, Geraldine Lawhorn has touched many persons through her long and exemplary life, more than qualifying her for the recognition and award of the 2012 Richard J. Daley Citizen of the Year at the District 1A Lions Convention on April 1, 2012; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012, do hereby extend our heartiest congratulations to Geraldine Lawhorn on being named the 2012 Richard J. Daley Citizen of the Year at the District 1A Lions Convention on April 1, 2012, and wish her every success in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Geraldine Lawhorn.

CONGRATULATIONS EXTENDED TO JACQUELINE PASALO AND RAY DE LA CRUZ ON BIRTH OF ETHAN CHRISTOPHER DE LA CRUZ.

[R2012-458]

WHEREAS, A new citizen came into the world, Ethan Christopher De La Cruz, son of Jacqueline Pasalo and Ray De La Cruz; and

WHEREAS, The Chicago City Council has been informed of this blessed event by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Ethan Christopher De La Cruz was born on July 27, 2011, at 5:18 P.M.; and

WHEREAS, Ethan Christopher De La Cruz weighed 6 pounds and 14 ounces at birth; and

WHEREAS, Ethan Christopher De La Cruz is the beloved grandson of Flora De La Cruz, Felipe Pasalo and Delia Pasalo; and

WHEREAS, The leaders of this great city celebrate the birth of and welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Ethan Christopher De La Cruz 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 18th day of April 2012, do hereby congratulate Jacqueline Pasalo and Ray De La Cruz on the birth of their son, Ethan Christopher De La Cruz, and extend to this fine family our very best wishes for continuing fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ethan Christopher De La Cruz.

CONGRATULATIONS EXTENDED TO LOCAL GIRL SCOUTS SERVICE UNIT 295 AND QUEEN OF ALL SAINTS SPECIAL LEADERS LISA LOVOELO AND DANISE SCHUKIES ON CELEBRATION OF 100TH ANNIVERSARY OF GIRL SCOUTS MOVEMENT.

[R2012-459]

WHEREAS, Local Girl Scouts from Service Unit 295 and Queen of All Saints Special Leaders Lisa LoVoelo and Danise Schukies, serving the Edgebrook, Sauganash, Wildwood and Lincolnwood areas, are celebrating 100 years of girls making the world a better place by hosting special events that welcome alumnae, family and community members; and

WHEREAS, The Chicago City Council has been informed of this significant occasion by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Girl Scouting was founded by Juliette Gordon Low on March 12, 1912, in Savannah, Georgia; and

WHEREAS, Girl Scouting gives girls access to unique leadership opportunities that enable them to contribute to society in meaningful ways; and

WHEREAS, Girl Scouting has grown from its original 18 members to more than 3.2 million members nationwide; and

WHEREAS, The Troops of Service Unit 295 gathered together in a Promise Circle, with Queen of All Saints Special Leaders Lisa LoVoelo and Danise Schukies, on Monday, March 12, 2012, on the Queen of All Saints field in Sauganash; and

WHEREAS, The Troops of Service Unit 295 joined together in the Promise Circle with former Girl Scouts from several decades to recite the Girl Scout Promise and Law and sang "Make New Friends"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012, do hereby extend our heartiest congratulations to the Troops of Service Unit 295 and Queen of All Saints Special Leaders Lisa LoVoelo and Danise Schukies on celebrating the movement's 100th anniversary and wish them every success in any and all of their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Troops of Service Unit 295 and the Queen of All Saints Special Leaders Lisa LoVoelo and Danise Schukies.

Presented By

ALDERMAN SMITH (43rd Ward):

CONGRATULATIONS EXTENDED TO JUNIOR LEAGUE OF CHICAGO ON 100TH ANNIVERSARY.

[R2012-460]

WHEREAS, On the 29th of June 2012, the Junior League of Chicago will celebrate its centennial year of service to the community; and

WHEREAS, The Junior League of Chicago has been the leading organization in training women on how to provide hands-on service as volunteers since it was founded in 1912 by Lucy McCormick Blair Linn; and

WHEREAS, The Junior League of Chicago has more than 2000 volunteers that donate 200,000 hours to various charitable projects. Many of its past members have gone on to work at leading non-profit, government, and for-profit organizations; and

WHEREAS, The Junior League of Chicago has accomplished many notable achievements throughout the century such as launching the first children's theater in the United States in the 1920s, funding the first consultation clinic for epilepsy at the University of Illinois in the 1940s, and partnering with the Woods Foundation as well as Children's Memorial Hospital to open the first children's psychiatric center in the United States in the 1950s. In the 1980s, they opened the Express-Ways Children's Museum (now known as the Chicago Children's Museum) and, in the 1990s, they took part in the "Next Step for Teen Moms" project in partnership with the University of Chicago Department of Pediatrics, a project to help first-time teen mothers take the opportunity to get a higher education and develop their career goals; and

WHEREAS, More recently in its history, the Junior League of Chicago has been focusing on a healthy lifestyle initiative through launching several different programs. The "Kids in the Kitchen" program focuses on making healthy choices in order to promote the reversal of childhood obesity and its associated health issues. The "Health Train" program, a mobile health fair for children, travels to organizations in the city and surrounding suburbs in order to promote wellness. The "Girls Get Gourmet" program, a project for at-risk youth and their caregivers, promotes healthy lifestyle choices through cooking demonstrations, informational presentations, and exercise tips; and

WHEREAS, The Honorable Michele Smith, Alderman of the 43rd Ward, has apprised this august body of this auspicious milestone achieved by this notable organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute the success of the Junior League of Chicago in celebrating its 100 years of service to the community and wish them continued success in any and all future endeavors they may wish to undertake; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Junior League of Chicago.

CONGRATULATIONS EXTENDED TO PARK WEST COOPERATIVE NURSERY SCHOOL ON 40TH ANNIVERSARY.

[R2012-461]

WHEREAS, Park West Cooperative Nursery School, an outstanding community institution, is celebrating four decades of "taking children and their ideas seriously"; and

WHEREAS, Founded in 1971 with an educational philosophy that encourages thinking abilities above rote learning, Park West was established by a group of parents who

wanted the ability to participate in all aspects of their children's first school experience, a tradition that Park West continues to honor; and

WHEREAS, Park West began with two classes, two teachers and 26 children. During the past 40 years, the school has grown to its current capacity of seven classes, 11 teachers, and 125 students. Additionally, the school offers "tot classes" for 32 toddlers; and

WHEREAS, Park West has maintained their core principles; acceptance through a lottery, play-based curriculum and parents assisting in the classroom. Forty years of parents and teachers working and supporting each other, with the common goal of creating a school with children and how they learn at the core; and

WHEREAS, The Honorable Michele Smith, Alderman of the 43rd Ward has informed this august body of Park West Cooperative Nursery School's 40th anniversary celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby salute the Park West Cooperative Nursery School's 40 years of successful early childhood preparation and wish them continuing success for many decades to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Park West Cooperative Nursery School.

COMMEMORATION OF 100TH ANNIVERSARY OF SINKING OF ROUSE SIMMONS.

[R2012-462]

WHEREAS, St. Pauls United Church of Christ is commemorating the centennial anniversary of the sinking of the "Rouse Simmons", known as the Christmas Tree Ship, that brought the joy and the spirit of Christmas to the Chicago area in the late 19th and early 20th centuries; and

WHEREAS, For more than 25 years, the Christmas Tree Ship sailed up the Chicago River with a load full of Christmas conifers from northern Michigan. The ship's captain, Herman Schuenemann, was called "Captain Santa". His wife Barbara and his daughters Elsie, Hazel, and Pearl helped sell the Christmas trees directly to the public; and

WHEREAS, On November 23, 1912, while underway to Chicago, the Christmas Tree Ship sank in Lake Michigan off Two Rivers, Wisconsin. Everyone on board was lost. The shipwreck wasn't located until 1971 by a diver. Due to its reputation, the Christmas Tree

Ship and Captain Santa were on the covers of various newspapers for many days with headlines reading "Christmas Ship Lost", "Fear Christmas Boat Sank", and "Santa Claus Ship Lost in Lake"; and

WHEREAS, In spite of the fact that Herman Schuenemann was among 50 other captains with ships who carried cargos of Christmas trees, he was the only one who was able to capture the public's imagination. His trees were less expensive compared to his competitors. Instead of selling them to grocery stores, he would sell them directly to the public thus saving the "middle-man" cost. Families enjoyed going to the deck of the "Rouse Simmons" to pick out their Christmas trees. Chicago Mayor Carter Harrison was one of his regular customers; and

WHEREAS, Many of Herman's Christmas trees were seen in lobbies of the grand hotels and civic buildings of that era. In 1912, near the Art Institute, the first civic Christmas tree was lit with a great ceremony. The tree had been donated in honor of Herman and August, an older brother who had also perished while bringing Christmas trees to Chicago; and

WHEREAS, Herman was very generous with the Christmas trees, giving them free of charge to many poor families, churches, and orphanages; and

WHEREAS, Herman's wife, Barbara, and his daughters continued his tradition until her death in 1933 by transporting trees by rail and then transferring them to the schooner "Oneida"; and

WHEREAS, The Lincoln Park neighborhood was home to the Schuenemann family who took an active role in St. Paul's German United Evangelical Lutheran Congregation that is today St. Paul's United Church of Christ; and

WHEREAS, The Honorable Michele Smith, Alderman of the 43rd Ward, has informed this august body of the 100-year memorial of the "Rouse Simmons" sinking; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby take note of St. Paul's United Church of Christ's observance of the centennial marking the loss of the "Rouse Simmons" Christmas Tree Ship and pause in remembrance of the ship, the lives lost in its sinking, and the Schuenemann family's commitment to bringing Christmas joy to the citizens of Chicago at the turn of the last century; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to St. Paul's Church.

Presented By

ALDERMAN TUNNEY (44th Ward):

TRIBUTE TO LATE CAROLINE M. DOMBROWSKI.

[R2012-463]

WHEREAS, Caroline M. Dombrowski, has been called to her eternal life by the wisdom of God at the age of 82; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas M. Tunney; and

WHEREAS, As sister to Penny, Grace, Joseph, Andy and Phil, Caroline Vogt grew up surrounded by a caring family; and

WHEREAS, Caroline married the love of her life Leo Dombrowski, becoming the devoted mother to Leo, Mary, Peter, Bill, John, Carol and Steven, then the doting grandmother to Max and Dana; and

WHEREAS, As a volunteer at Brookfield Zoo for over 30 years, Caroline enjoyed interacting with the families who came to visit this world class zoo; and

WHEREAS, Caroline practiced the ancient art of origami, Japanese paper folding, spending many hours at Ann Sather restaurant teaching her craft and enjoying mingling with other origami enthusiasts; and

WHEREAS, Caroline's love of life and her ability to live it to the fullest endeared Caroline to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of April 2012, do hereby honor the life and memory of Caroline M. Dombrowski and extend our heartfelt condolences to family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Caroline M. Dombrowski.

TRIBUTE TO LATE FREDERICK C. SCHMITZ.

[R2012-464]

WHEREAS, In His infinite wisdom, Almighty God has granted eternal peace to Frederick C. Schmitz, an outstanding citizen and member of his community, on Monday, April 18, 2011; and

WHEREAS, The Honorable Thomas Tunney, Alderman of the 44th Ward, has informed this august body of the passing of this kind and caring gentleman; and

WHEREAS, Frederick C. Schmitz, 71 years of age when he made his transition, was the son of the late Marcella Schmitz of downstate Streator, loving godfather to Emily and Nicholas and life partner to Wayne Hall; and

WHEREAS, Prior to retirement, Frederick C. Schmitz was on the staff of the legendary Palmer House, the iconic Chicago Loop hotel, since 1969. All but two of those years were devoted to booking tour groups and attracting an international clientele. He was quoted in a 1995 *Chicago Tribune* feature story on the famed hostelry that it was "...fun to sell the Palmer House Hilton because its reputation precedes it"; and

WHEREAS, Frederick C. Schmitz loved this city and used the contacts he made at the Palmer House to help promote Chicago as an international tourist destination. He made many trips with city officials to bolster tourism in various countries throughout the world; and

WHEREAS, For more than a quarter century, Frederick C. Schmitz served as president of the condominium association of the Darien, one of the most prestigious high-rise residential buildings in the Lakeview/Belmont Harbor neighborhood. After his retirement, he volunteered much of his time and services to St. Clement Catholic Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 18th day of April 2012 A.D., do hereby express our sincere sorrow upon hearing of the passing Frederick C. Schmitz and extend our deepest condolences to all those whose lives he has touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Wayne Hall.

Presented By

ALDERMAN OSTERMAN (48th Ward):

TRIBUTE TO LATE SHARON LINICK SHEPARD.

[R2012-465]

WHEREAS, Sharon Linick Shepard, 82, died January 13, 2012 at her home in Deerfield, Illinois; and

WHEREAS, The City Council has been informed of her passing by the Honorable Harry Osterman, Alderman of the 48th Ward; and

WHEREAS, Sharon was born at Grant Hospital in Chicago in 1929 and spent most of her childhood years in Chicago's Lakeview neighborhood. Her family moved to Glencoe, and Sharon attended high school at New Trier. She attended Vassar College from 1947 to 1949, and she graduated from Lake Forest College in 1951. In June, 1951, she married Leonard Shepard, who was raised in Chicago's Albany Park neighborhood. They lived in Rogers Park and Indian Boundary Park before moving to Deerfield in 1958, where they spent the rest of their lives, raising their four children; and

WHEREAS, When Leonard died in 1991, Sharon began a long period of dedicated volunteer work, including 10 years of assisting with the annual Midsommarfest street festival in Chicago's Andersonville neighborhood. She was a full-time volunteer at Oasis Education Center for seniors in Northbrook, where she was named Oasis Volunteer of the Year in 1996 and Oasis Volunteer of the Decade in 2000; and

WHEREAS, She was a founding and active member of Kol Hadash Humanistic Congregation, where she had sung in the choir for 45 years. Sharon was also an enthusiastic patron of many local arts organizations, including Ars Viva, Lake Forest Symphony, and Northlight Theatre. She was an avid crossword puzzler and known for having a song to sing for nearly every occasion; and

WHEREAS, Sharon was preceded in death by her husband Leonard and her brother Evan Linick. She is survived by her children, Mark (Chris), Jim, Ross (Margaret) and Ellen; grandchildren Emily, Leah, Jon, Sam, Emma and Kara; sister-in-law, Shelley Linick; honorary daughter, Suzie Finnell; and many nieces, nephews, cousins and friends; and

WHEREAS, Sharon will be deeply missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of April 2012, do hereby express our sorrow on the death of Sharon Linick Shepard 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 Sharon Shepard.

TRIBUTE TO LATE DOROTHY B. WALLIN.

[R2012-466]

WHEREAS, Dorothy B. Wallin, on January 26th, 2012, was called by God to her eternal reward; and

WHEREAS, The City of Chicago City Council has been notified of her passing by the Honorable Harry Osterman, Alderman of the 48th Ward; and

WHEREAS, Dorothy Wallin was born on January 8th, 1928, in New York, New York. She was raised in Chicago, and will be deeply missed by her loving children, Christine (Hal) White, Robert (Sue Sundblom), Cecelia (Alejandro) Añon, Catherine (Arthur) Main, Camille (Eric) Wickey, William (Christine) and Peter (Gudelia Lopez). Dorothy Wallin also leaves behind 14 grandchildren and one great-grandchild; and

WHEREAS, Mrs. Wallin was preceded in death by her late husband, Warren "Ed" William Wallin. Throughout her life Dorothy Wallin was dedicated to the well-being of others. She was a nurse at St. Gertrude Parish from December 1992 until September 1996, and retired later as director of Nursing at Lake Shore Nursing Centre. For many years, she volunteered at Care For Real, as well as at Mather Edgewater events; and

WHEREAS, A great friend to many, Dorothy Wallin had a knack for making everyone feel special. Her memory will be deeply cherished; now, therefore,

Be It Resolved, That we, The Mayor and members of the City Council of the City of Chicago, gathered here this day of April 18, 2012, do hereby express our sorrow on the death of Dorothy Wallin 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 Dorothy Wallin.

—

CONGRATULATIONS EXTENDED TO RUTH PEASE ADLER ON 107TH BIRTHDAY.

[R2012-467]

WHEREAS, Mrs. Ruth Pease Adler has reached her 107th birthday, and has been a 50 year resident of the 48th Ward; and

WHEREAS, The City Council has been informed of this milestone birthday, by the Honorable Harry Osterman, Alderman of the 48th Ward; and

WHEREAS, Ruth P. Adler was born in Chicago on January 11, 1905. Mrs. Adler owned a market research company in the City of Chicago. Her husband, the late Sidney Adler, owned an advertising agency in Chicago. Sidney and Ruth Adler were married for 62 years; and

WHEREAS, Mrs. Adler is an original owner at the Thorndale Beach South in Chicago, and has ties to this community. She still participates in various kinds of community work; and

WHEREAS, Ruth Adler has lived in 48th Ward for the past 50 years. She has been an active member of the Emanuel Congregation during that time. For the past 47 years she has done philanthropic work for the Jewish Federation. Currently, at 107 years old, she participates with the Women's Sewing/Knitting Group at Emanuel Congregation. This group sews and knits items for those in need; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gather together this 18th day of April 2012 A.D., do hereby honor Ruth Pease Adler and extend our most sincere happy 107th birthday wish and thank her for her lifelong dedication to the 48th Ward; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruth P. Adler.

CONGRATULATIONS EXTENDED TO CHARLES "CHUCK" AND ANTOINETTE MARSIN GRICIUS ON 50TH WEDDING ANNIVERSARY.

[R2012-468]

WHEREAS, Charles "Chuck" Gricius and Antoinette "Toni" Marsin Gricius will celebrate their 50th wedding anniversary on July 14, 2012; and

WHEREAS, Chuck and Toni were both born in Chicago and have been lifelong residents of this great City. Chuck graduated from Tilden High School in the Canaryville neighborhood and Antoinette graduated from Calumet High School in the Auburn-Gresham neighborhood; and

WHEREAS, Chuck and Toni were married on July 14, 1962 at St. Basil's Church at 1840 West 55th Street; and

WHEREAS, They raised their four children, Tom born April 8, 1963, Laura (Kroski) born August 7, 1965, Debbie (Luna) born December 20, 1967 and Jim born August 11, 1970 in the St. Gertrude's parish in the Edgewater neighborhood; and

WHEREAS, They are the loving grandparents of Kristopher, Timothy, Katelyn, Branden, Bryan, Joe, John, Tom, Dailyn, Abby and Ashley; and

WHEREAS, Chuck and Toni have been lifelong Chicago Cubs and Bears fans who enjoy the finer things in life such as bowling, fishing and spending time with their family and grandchildren; and

WHEREAS, Their family would like to express their love for them, thank them for their sacrifices and unconditional love over 50 years of marriage, and to convey their hope that God continue to bless them, and the family for many more years; now, therefore,

Be It Resolved, That the Alderman of the 48th Ward, hereby ask that the 50th wedding anniversary of Chuck and Toni Gricius be recognized by the City of Chicago. May they continue to celebrate more years of togetherness and be an example of love and dedication for couples throughout the City.

CONGRATULATIONS EXTENDED TO ST. GERTRUDE CATHOLIC PARISH ON 100TH ANNIVERSARY.

[R2012-469]

WHEREAS, The members of the City Council of Chicago wish to recognize the significant milestones celebrated by the citizens and organizations of this great City; and

WHEREAS, St. Gertrude Catholic Parish was established 100 years ago to serve the northern Edgewater community, bordered by Thorndale Avenue (5600N) and Devon Avenue (6400N) and between Lake Michigan and Ravenswood Avenue (1800W); and

WHEREAS, St. Gertrude Catholic Parish operates under the auspices of the Catholic Archdiocese of Chicago, which was formed in 1843 to serve the greater Chicago area; and

WHEREAS, St. Gertrude Catholic Parish has partnered with religious congregations in the Edgewater community to form the Edgewater Community Religious Association, which established Care For Real, a food pantry and clothing distribution center to serve the needs of low-income individuals and families, especially refugees, in the Edgewater community and surrounding area; and

WHEREAS, St. Gertrude Catholic Parish established the Heart to Heart ministry in the service of senior citizens throughout the Edgewater community; and

WHEREAS, St. Gertrude Catholic Parish sponsors Northside Catholic Academy, a premier elementary school for children in the Edgewater community; now, therefore,

Be It Resolved, That we, The Mayor and members of the City Council of the City of Chicago, gathered here this day of April 18, 2012, do hereby express our congratulations on the centennial of St. Gertrude Catholic Parish; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to St. Gertrude Catholic Parish.

MATTERS PRESENTED BY THE ALDERMEN.

None.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (March 14, 2012)

The Honorable Susana A. Mendoza, 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, March 14, 2012 at 10:00 A.M., signed by her 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 Rahm Emanuel, Mayor, called the City Council's attention to the presence of the following visitors:

Chicago Police Officer Collis A. Underwood, Jr. (Star Number 4449), accompanied by his wife, Nichola Underwood; mother, Lorraine Underwood; and father, Collis Underwood, Sr.; Chicago Police Officer Akishe P. Brown (Star Number 7244), accompanied by her mother, Brenda Fuller; father, Barron Brown; and friend, Shanita LeFlore;

Firefighter/EMT James Doyle, accompanied by his mother, Patricia Doyle; father, Michael Doyle; wife, Hanifa Doyle; daughters, Fallon Doyle and Olivia Doyle;

Chicago High School basketball players selected to participate in Chicago United Hoops Classic: Farragut High School -- Lavell Boyd, Rashaun Stimage and Deonte Terrell, accompanied by Wallace Nelson, coach; Crane High School -- Willie Connor and Kaylen Shane, accompanied by Bennie Horton, teacher and Richard Smith, Principal; Marshall High School -- Milton Doyle, accompanied by Henry Cotton, coach; Curie High School -- Devin Foster and Malcom Hill-Bey; Carver High School -- Michael Howell, accompanied by his mother, Dysa Harrel; father, Michael Howell, Sr., accompanied by Johnnail Evans, coach; Morgan Park High School -- Adrian Jeffries, accompanied by his mother, Ruby Daniels; Simeon High School -- Jalen Neely and Steve Taylor, accompanied by Robert Smith, coach; Chicago Public Schools -- Levertis Robinson, basketball coordinator; Norm Van Lier Foundation -- Keith Kreiter, Bob Love, Richard Lewis, Deanna Nord, Lou Weisbach, Gerald Griffin, David Posley, Sr., Greg Haenke, Lissa Christman, Gyata Kimmons, Tiffany Shepard and Jeffrey Hammond;

Simeon Career Academy High School Boys Basketball Team: Jaylon Tate, Reggie Norris, Lawrence Brigg, Myles Harrison, Tyre Washington, Jalen Neely, Brandon Clemons, Ricky Norris, Steve Taylor, Kendrick Nunn, Jabari Parker, Kendall Pollard, Dwaun Stewart, John Gardner and Quron Davis, accompanied by Robert Smith, Coach;

Jose Santiago, newly appointed Fire Commissioner, accompanied by daughters, Bernadette and Jacqueline;

Penn Bakal, nine year old student at A.N. Pritzker School who was selected as the honorary "Alderman for the Day" in the 1st Ward;

Urban Prep Academies graduating class of 2012.

Time Fixed For Next Succeeding Regular Meeting.

[O2012-2407]

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 eighteenth (18th) day of April 2012 at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twenty-fourth (24th) day of April 2012 at 10:00 A.M., in the Council Chamber 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:

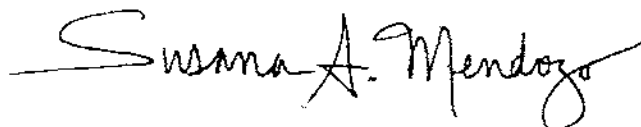
Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, Ervin, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Moore, Silverstein -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, April 24, 2012 at 10:00 A.M., in the Council Chamber in City Hall.



SUSANA A. MENDOZA,
City Clerk.

APPENDIX A
LEGISLATIVE INDEX

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

Regular Meeting – Wednesday, April 18, 2012

Main Category List

LEGISLATIVE INDEX JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting – Wednesday, April 18, 2012

Agreements	Journal Corrections
Airports	Lawsuits/Settlements
Appointments	Municipal Code Amendments
Budget & Appropriations	Parking
City Council	Property
Claims	Special Events
Commendations & Declarations	Streets
Committee/Public Hearings	Tax Incentives
Declarations	Tax Increment Financing District
Energy/Environmental Issues	Traffic
Finance Funds	Tributes
Historical Landmarks	United States Government
Illinois, State of	Zoning Reclassifications

Abbreviations And Acronyms

A

Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian

B

B.A..	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Bldv	Boulevard
Bro.	Brother

C

Capt.	Captain
Card.	Cardinal
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col	Colonel
Com.	Committee/Community
Comdr.	Commander
Coml.	Commercial
Comm.	Commerce/Commission
Comr.	Commissioner

C

Condo	Condominium
Co-Op	Cooperative
Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department/
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority

D

d.b.a.	Doing Business As
Deferred	Action Deferred
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive

E

E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway

F

FAA	Federal Aviation Administration
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter
Filed	Placed on File
Fr.	Father
ft.	feet
f.k.a.	formally known as

Abbreviations And Acronyms

G

Gen. General
Govt. Government

H

Hon. Honorable
hrs. Hours
HUD Housing and Urban Development
Hwy. Highway
HQ Headquarters

I

IDOT Illinois Dept. of Transportation
IL Illinois
Inc. Incorporated
Ind. Industries
Ins. Insurance
Insp. Gen. Inspector General
Inst'l. Institutional
IPD Institutional Planned Development

J

Jr. Junior

L

LCpl Lance Corporal
LLC Limited Liability Company
LP Limited Partnership
Lt. Lieutenant
Ltd. Limited
LUCHA Latin United Community Housing Association

M

Maj. Major
M.B. Missionary Baptist
MBA Master of Business Administration
MBE Minority Business-Owned Enterprise
MWBE Minority Women Business Enterprise
Mfg. Manufacturing
MFT Motor Fuel Tax
Mgmt. Management
mins. Minutes
MOPD Mayors Office for People with Disabilities
Msgr. Monsignor
Mun. Municipal

N

N North
Natl. National
No. Number

O

Off. Officer
Org. Organization

P

pg(s) page(s)
PhD Doctor of Philosophy
Pkg. Package/Parking
PkwY Parkway
Pl Place
Plz Plaza
P.M. Post Meridian
P.O. Police Officer
PFC Private First Class

R

RA Very Reverend
Rd. Road
Re-Ref. Re-Referred
Redevel. Redevelopment
Ref. Referred
Rehab. Rehabilitation
Res. Residence/Residential
Rest. Restricted/Restaurant
Rev. Reverend
ROTC Reserve Officer's Training Corps
ROW Right-of-way
RR Railroad
Rt. Rev. Right Reverend
Ry. Railway
RTA Regional Transportation Authority

Q

Q1 1st Quarter (Jan – Mar)
Q2 2nd Quarter (Apr – Jun)
Q3 3rd Quarter (Jul – Sep)
Q4 4th Quarter (Oct – Dec)

Abbreviations And Acronyms

		Zoning Districts	
S		B	Business
S	South	BPD	Business Planned Development
St.	Saint	C	Commercial
Sch.	School	CPD	Commercial Planned Development
Sgt.	Sergeant	DC	Downtown Core
SFC.	Sergeant First Class	DX	Downtown Mixed-Use
Sist.	Sister	DR	Downtown Residential
Soc.	Society	DS	Downtown Service
S		M	Manufacturing
Sq.	Square	PD	Planned Development
Sr.	Senior	PMD	Planned Manufacturing
SSA	Special Service Area	POS	Parks and Open Space
SSgt.	Staff Sergeant	R	Residential
St	Street	RM	Residential Multi-Unit
Subdiv.	Subdivision	RPD	Residential Planned Development
Supt.	Superintendent	RS	Residential Single Unit (Detached House)
T		RT	Residential Two-Flat, Townhouse and Multi-Unit
Terr	Terrace	SD	Special Character Overlay
thru	through		
TIF	Tax Increment Financing		
Trans.	Transportation		
U			
Univ.	University		
U.S.	United States		
Util.	Utility		
V			
v	versus (against)		
Veh.	Vehicle		
W			
W	West		
Y			
YMCA	Young Men's Christian Association		
YWCA	Young Women's Christian Association		

OFFICE OF THE CITY CLERK

Date: 4/18/2012

CITY COUNCIL LEGISLATIVE INDEX

1

AGREEMENTS

Alta Bicycle Share, Inc.
1302 W Carmen Ave
Establish bicycle sharing system
Emanuel (Mayor) O2012-1342
Referred [C.J.p. 21243] Pedestrian and
Traffic Safety

Passed [C.J.p. 23781]
Improvement

SF CHI LLC
Construction and installation of conduit facility in
portions of Chicago Freight Tunnel
Emanuel (Mayor) O2012-2239
Referred [C.J.p. 23533] Transportation

Intergovernmental

Board of Education
2501 W Addison St
Rehabilitate buildings and related improvements
for Albert G Lane Technical High School
Emanuel (Mayor) O2012-2240
Referred [C.J.p. 23528] Finance

Board of Education
600-640 S State St, 601-619 S Plymouth Ct.
642-738 S State St
Construct new school and related improvements
to Williams Jones College Preparatory High
School
Emanuel (Mayor) O2012-2238
Referred [C.J.p. 23528] Finance

Chicago Park District
3400 N Rockwell Ave
Construct new baseball stadium at Clark Park
Emanuel (Mayor) O2012-2230
Referred [C.J.p. 23527] Finance

Lloyd Elementary School Project
2103 N Lamon Ave
Installation of artificial turf
Emanuel (Mayor) O2012-2244
Referred [C.J.p. 23528] Finance

Public Building Commission
3518 S Halsted St
Property improvements
Emanuel (Mayor) O2012-2235
Referred [C.J.p. 23528] Finance

AGREEMENTS

Lease
Board of Education
13201 S Corliss Ave
Dept. of Family and Support Services for child care
facility
Emanuel (Mayor) O2012-2305
Referred [C.J.p. 23531] Housing

Chicago Children's Choir
78 E Washington St
Administrative office space and rehearsal
functions
Emanuel (Mayor) O2012-2348
Referred [C.J.p. 23531] Housing

Friend Family Health Center
800 E 55th St
WIC services
Emanuel (Mayor) O2012-2295
Referred [C.J.p. 23531] Housing

I-Go Alternative Transportation Services of
Chicagoland's
2418 W Division St, 740 N Ashland Ave, 2019 W
Lawrence Ave and various additional addresses
Parking spaces
Emanuel (Mayor) O2012-2308
Referred [C.J.p. 23531] Housing

Illinois Sports Facilities Authority
333 W 35th St
Use as parking lot for Chicago Police Dept.
Emanuel (Mayor) O2012-2328
Referred [C.J.p. 23531] Housing

Japan Airlines Co., Inc.
International terminal use and facility lease at
O'Hare International Airport
Emanuel (Mayor) O2012-2269
Referred [C.J.p. 23529] Aviation

JM Plaza LLC
2006-2014 E 95th St
Office space for Dept. of Finance, Dept. of
Buildings and Dept. of Administrative Hearings
Emanuel (Mayor) O2012-2360
Referred [C.J.p. 23531] Housing

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AGREEMENTS

Lease

METRA

3800 W Wabansia Ave

Dept. of Water Management for use as pumping station and material yard

Emanuel (Mayor) O2012-2367

Referred [C.J.p. 23531] Housing

Loan & Security

Churchview Manor Preservation, LP

2626 W 63rd St

Rehabilitation of senior apartments

Emanuel (Mayor) O2012-2245

Referred [C.J.p. 23524] Finance

Small Business Development Fund Program Ordinance

Amendment to address other loan programs restrictions

Emanuel (Mayor) O2012-2232

Referred [C.J.p. 23523] Finance

Redevelopment

W2005CMK Realty LLC

83rd St and Steward Avenue

Amended and restated agreement

Emanuel (Mayor) O2012-2237

Referred [C.J.p. 23526] Finance

AIRPORTS

Midway & O'Hare

Concession License Agreement

350 Green LLC

Parking electric or hybrid technology vehicles (Charging Infrastructure Project)

Emanuel (Mayor) O2012-1346

Referred [C.J.p. 21240] Aviation

Passed [C.J.p. 23563]

APPOINTMENTS

Cathey, Charles A., Jr.,

Calumet Heights-Avalon Commission (SSA No. 50) (Member)

Emanuel (Mayor) A2012-73

Referred [C.J.p. 23518] Finance

APPOINTMENTS

Crawford, Darlene D.

Calumet Heights-Avalon Commission (SSA No. 50) (Member)

Emanuel (Mayor) A2012-72

Referred [C.J.p. 23519] Finance

Herrera, Ailisa M.

Clark Street Commission. (SSA No. 24) (Member)

Emanuel (Mayor) A2012-77

Referred [C.J.p. 23514] Finance

Jamerson, Linda K.

Kedzie Industrial Commission, (SSA No. 7) (Member)

Emanuel (Mayor) A2012-76

Referred [C.J.p. 23513] Finance

Johnson, Harriet

Chicago Housing Authority (Comr.)

Emanuel (Mayor) A2012-59

Referred [C.J.p. 21231] Housing

Approved [C.J.p. 23683]

Lane, Dean E.

State Street Commission, (SSA No. 1) (Member)

Emanuel (Mayor) A2012-68

Referred [C.J.p. 23511] Finance

Leja, Szymon

47th Street-Cottage Grove Commission, (SSA No. 47) (Member)

Emanuel (Mayor) A2012-69

Referred [C.J.p. 23516] Finance

McCarthy Schau, Karen

47th Street-Cottage Grove Commission, (SSA No. 47) (Member)

Emanuel (Mayor) A2012-70

Referred [C.J.p. 23517] Finance

Needham, Brian K.

Calumet Heights-Avalon Commission (SSA No. 50) (Member)

Emanuel (Mayor) A2012-71

Referred [C.J.p. 23519] Finance

O'Keefe, David J.

Kedzie Industrial Tract Commission, (SSA No. 7) (Member)

Emanuel (Mayor) A2012-75

Referred [C.J.p. 23513] Finance

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APPOINTMENTS

Phong Vuong, Mark
Uptown Commission, (SSA No. 34) (Member)
Emanuel (Mayor) A2012-78
Referred [C.J.p. 23516] Finance
Raizin, Louis F.
State Street Commission, (SSA No. 1) (Member)
Emanuel (Mayor) A2012-74
Referred [C.J.p. 23512] Finance
Reitman, Joshua A.
Uptown Commission, (SSA No. 34) (Member)
Emanuel (Mayor) A2012-79
Referred [C.J.p. 23515] Finance
Santiago, Jose A.
Fire Commissioner
Emanuel (Mayor) A2012-67
Referred [C.J.p. 21231] Public Safety
Approved [C.J.p. 23820]
Toia, Sam
Acting President of the Illinois Restaurant Assoc.
Burke (14) R2012-424
Referred [C.J.p. 23919]
Voshell, Anne B.
State Street Commission, (SSA No. 1) (Member)
Emanuel (Mayor) A2012-68
Referred [C.J.p. 23511] Finance

BONDS & BOND ISSUES

issuance of Midway Airport Revenue Bonds and
associated financing amendments
Year 2012
Emanuel (Mayor) O2012-2373
Referred [C.J.p. 23522] Finance
Issuance of Wastewater Transmission Project and
Refunding Bonds
Year 2012
Emanuel (Mayor) O2012-2233
Referred [C.J.p. 23522] Finance

BUDGET & APPROPRIATIONS

Annual Appropriation Ordinance

Year 2012

Fund No. 925 amendment
Dept. of Public Health
Emanuel (Mayor) O2012-2307
Referred [C.J.p. 23530] Budget
Fund No. 925 amendment
Dept. of Public Health
Emanuel (Mayor) SO2012-1358
Referred [C.J.p. 21241] Budget
Passed [C.J.p. 23669]

CITY COUNCIL

Regular Meetings

Apr. 24, 2012 at 10:00 A.M.
Burke (14) O2012-2407
Passed [C.J.p. 23967]

CLAIMS

Damage to Property

Allen, Laquetia
Mendoza (Clerk) CL2012-882
Referred [C.J.p. 23545] Finance
Allen, Laquetia
Mendoza (Clerk) CL2012-881
Referred [C.J.p. 23545] Finance
Auburn Park Daycare and Kindergarten
Mendoza (Clerk) CL2012-922
Referred [C.J.p. 23545] Finance
Eskridge, Lori
Mendoza (Clerk) CL2012-933
Referred [C.J.p. 23546] Finance
Murphy, Dan
Mendoza (Clerk) CL2012-940
Referred [C.J.p. 23548] Finance
Ochoa, Maria and Angel
Mendoza (Clerk) CL2012-918
Referred [C.J.p. 23548] Finance
Smith, Angela
Mendoza (Clerk) CL2012-909
Referred [C.J.p. 23549] Finance

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CLAIMS

Damage to Property

Stiger, Mary	
Mendoza (Clerk)	CL2012-850
Referred [C.J.p. 23549]	Finance
Tobar, Debbie	
Mendoza (Clerk)	CL2012-941
Referred [C.J.p. 23549]	Finance

Damage to Vehicle

Afni Ins. and Goodman, Herman	
Mendoza (Clerk)	CL2012-913
Referred [C.J.p. 23545]	Finance
Afni Ins. and Goodman, Herman	
Mendoza (Clerk)	CL2012-874
Referred [C.J.p. 23545]	Finance
Afni Ins. and Jankowska, Magdalena	
Mendoza (Clerk)	CL2012-883
Referred [C.J.p. 23545]	Finance
Allstate Ins. and Gay, John	
Mendoza (Clerk)	CL2012-842
Referred [C.J.p. 23545]	Finance
Barksdale, Edward	
Mendoza (Clerk)	CL2012-868
Referred [C.J.p. 23545]	Finance
Barnes, Samantha	
Mendoza (Clerk)	CL2012-934
Referred [C.J.p. 23545]	Finance
Berberich, Steven	
Mendoza (Clerk)	CL2012-904
Referred [C.J.p. 23545]	Finance
Brown, Annetta	
Mendoza (Clerk)	CL2012-885
Referred [C.J.p. 23546]	Finance
Brown, Michael Jr.	
Mendoza (Clerk)	CL2012-884
Referred [C.J.p. 23546]	Finance
Cohen, Mitchell	
Mendoza (Clerk)	CL2012-910
Referred [C.J.p. 23546]	Finance
Cook, Joseph	
Mendoza (Clerk)	CL2012-893
Referred [C.J.p. 23546]	Finance

CLAIMS

Damage to Vehicle

Dubose, Jack	
Mendoza (Clerk)	CL2012-919
Referred [C.J.p. 23546]	Finance
Duell, Daniel	
Mendoza (Clerk)	CL2012-927
Referred [C.J.p. 23546]	Finance
Frey, Diane	
Mendoza (Clerk)	CL2012-869
Referred [C.J.p. 23546]	Finance
Gilboy, Jason	
Mendoza (Clerk)	CL2012-935
Referred [C.J.p. 23546]	Finance
Granados, Jose	
Mendoza (Clerk)	CL2012-860
Referred [C.J.p. 23546]	Finance
Grant, Gerald	
Mendoza (Clerk)	CL2012-875
Referred [C.J.p. 23545]	Finance
Hadziahmetovic, Mirnesa	
Mendoza (Clerk)	CL2012-892
Referred [C.J.p. 23536]	Finance
Hall, Sheila	
Mendoza (Clerk)	CL2012-886
Referred [C.J.p. 23546]	Finance
Haywood, Piper	
Mendoza (Clerk)	CL2012-942
Referred [C.J.p. 23546]	Finance
Hurley, Kelli	
Mendoza (Clerk)	CL2012-895
Referred [C.J.p. 23547]	Finance
Jackson, Erick	
Mendoza (Clerk)	CL2012-859
Referred [C.J.p. 23547]	Finance
Jones, Heather	
Mendoza (Clerk)	CL2012-920
Referred [C.J.p. 23547]	Finance
Kruger, Theresa and Howard	
Mendoza (Clerk)	CL2012-894
Referred [C.J.p. 23547]	Finance

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CLAIMS

Damage to Vehicle

Martinez, Ashley	
Mendoza (Clerk)	CL2012-944
Referred [C.J.p. 23547]	Finance
McQuiter-Figgs, Patricia	
Mendoza (Clerk)	CL2012-858
Referred [C.J.p. 23547]	Finance
Meneses, Arlene	
Mendoza (Clerk)	CL2012-896
Referred [C.J.p. 23547]	Finance
Merino, Maria	
Mendoza (Clerk)	CL2012-943
Referred [C.J.p. 23547]	Finance
Miller, Patricia	
Mendoza (Clerk)	CL2012-897
Referred [C.J.p. 23548]	Finance
Nelson, Christopher	
Mendoza (Clerk)	CL2012-923
Referred [C.J.p. 23548]	Finance
Progressive Ins. and Kelsey, Eric	
Mendoza (Clerk)	CL2012-921
Referred [C.J.p. 23548]	Finance
Rebb, Regina	
Mendoza (Clerk)	CL2012-914
Referred [C.J.p. 23548]	Finance
Rovello, Cruz	
Mendoza (Clerk)	CL2012-929
Referred [C.J.p. 23548]	Finance
Saunders, Seepino	
Mendoza (Clerk)	CL2012-945
Referred [C.J.p. 23548]	Finance
Smith, Marcia	
Mendoza (Clerk)	CL2012-852
Referred [C.J.p. 23549]	Finance
Staggers, Felecia	
Mendoza (Clerk)	CL2012-937
Referred [C.J.p. 23549]	Finance
Staszal, Matgorzata	
Mendoza (Clerk)	CL2012-853
Referred [C.J.p. 23549]	Finance

CLAIMS

Damage to Vehicle

Szczepanik, Boguslaw	
Mendoza (Clerk)	CL2012-876
Referred [C.J.p. 23549]	Finance
White, Latatiana	
Mendoza (Clerk)	CL2012-928
Referred [C.J.p. 23549]	Finance
Williams, Susan	
Mendoza (Clerk)	CL2012-936
Referred [C.J.p. 23549]	Finance
Woods, Barry	
Mendoza (Clerk)	CL2012-915
Referred [C.J.p. 23549]	Finance

Damage to Vehicle - Pothole

Allen, Lynda	
Mendoza (Clerk)	CL2012-861
Referred [C.J.p. 23545]	Finance
Backstrom, Mikael	
Mendoza (Clerk)	CL2012-870
Referred [C.J.p. 23545]	Finance
Barber, Jessica	
Mendoza (Clerk)	CL2012-880
Referred [C.J.p. 23545]	Finance
Bedolla, Florentino	
Mendoza (Clerk)	CL2012-888
Referred [C.J.p. 23545]	Finance
Belbon, Dwayne	
Mendoza (Clerk)	CL2012-871
Referred [C.J.p. 23545]	Finance
Benigno, Diana	
Mendoza (Clerk)	CL2012-890
Referred [C.J.p. 23545]	Finance
Burg, Angela	
Mendoza (Clerk)	CL2012-932
Referred [C.J.p. 23546]	Finance
Buscemi, Marie	
Mendoza (Clerk)	CL2012-930
Referred [C.J.p. 23546]	Finance
Cedeno, David	
Mendoza (Clerk)	CL2012-856
Referred [C.J.p. 23546]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Coombes, Ryan	
Mendoza (Clerk)	CL2012-931
Referred [C.J.p. 23546]	Finance
Daniels, Irving	
Mendoza (Clerk)	CL2012-855
Referred [C.J.p. 23546]	Finance
Davis, Yoki	
Mendoza (Clerk)	CL2012-878
Referred [C.J.p. 23546]	Finance
Gardstrom, Erik	
Mendoza (Clerk)	CL2012-907
Referred [C.J.p. 23546]	Finance
Goworowski, Sophie	
Mendoza (Clerk)	CL2012-847
Referred [C.J.p. 23546]	Finance
Hammer, Fiona	
Mendoza (Clerk)	CL2012-844
Referred [C.J.p. 23546]	Finance
Hornik, Daniel	
Mendoza (Clerk)	CL2012-916
Referred [C.J.p. 23547]	Finance
Horwitz, Darrell	
Mendoza (Clerk)	CL2012-877
Referred [C.J.p. 23547]	Finance
Jenkins, Sarah	
Mendoza (Clerk)	CL2012-925
Referred [C.J.p. 23547]	Finance
Johnson, Antonio	
Mendoza (Clerk)	CL2012-947
Referred [C.J.p. 23547]	Finance
Jones, Lance	
Mendoza (Clerk)	CL2012-846
Referred [C.J.p. 23547]	Finance
Kiatta, Jason	
Mendoza (Clerk)	CL2012-899
Referred [C.J.p. 23547]	Finance
Kremer-Blankenship, Amie	
Mendoza (Clerk)	CL2012-845
Referred [C.J.p. 23547]	Finance

CLAIMS

Damage to Vehicle - Pothole

Leggs, Myrna	
Mendoza (Clerk)	CL2012-948
Referred [C.J.p. 23547]	Finance
Lett, Ashley	
Mendoza (Clerk)	CL2012-848
Referred [C.J.p. 23547]	Finance
Lytwyn, Ashley	
Mendoza (Clerk)	CL2012-854
Referred [C.J.p. 23547]	Finance
McGee, Tairance	
Mendoza (Clerk)	CL2012-879
Referred [C.J.p. 23547]	Finance
McWhorter, Ulysses	
Mendoza (Clerk)	CL2012-917
Referred [C.J.p. 23547]	Finance
Medina, Melissa	
Mendoza (Clerk)	CL2012-889
Referred [C.J.p. 23547]	Finance
Mehraban, Sonny	
Mendoza (Clerk)	CL2012-887
Referred [C.J.p. 23547]	Finance
Metlife Ins. and Renda, Rose	
Mendoza (Clerk)	CL2012-866
Referred [C.J.p. 23547]	Finance
Molina, Jorge	
Mendoza (Clerk)	CL2012-900
Referred [C.J.p. 23548]	Finance
Morah, Azuka	
Mendoza (Clerk)	CL2012-924
Referred [C.J.p. 23548]	Finance
Muir, David	
Mendoza (Clerk)	CL2012-908
Referred [C.J.p. 23548]	Finance
Murray, Bruce	
Mendoza (Clerk)	CL2012-903
Referred [C.J.p. 23548]	Finance
Niedoborski, Brandy	
Mendoza (Clerk)	CL2012-912
Referred [C.J.p. 23548]	Finance

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CLAIMS

Damage to Vehicle - Pothole

Nunez, Jason	
Mendoza (Clerk)	CL2012-843
Referred [C.J.p. 23548]	Finance
Opeloye, Linda	
Mendoza (Clerk)	CL2012-898
Referred [C.J.p. 23548]	Finance
Pentzien, Ryan	
Mendoza (Clerk)	CL2012-902
Referred [C.J.p. 23548]	Finance
Randle, Yvonne	
Mendoza (Clerk)	CL2012-862
Referred [C.J.p. 23548]	Finance
Ryan, Kevin	
Mendoza (Clerk)	CL2012-865
Referred [C.J.p. 23548]	Finance
Seider, Joshua	
Mendoza (Clerk)	CL2012-849
Referred [C.J.p. 23548]	Finance
Skorczewski, Tina	
Mendoza (Clerk)	CL2012-891
Referred [C.J.p. 23548]	Finance
Strelitz, Scott	
Mendoza (Clerk)	CL2012-901
Referred [C.J.p. 23549]	Finance
Thomas, Willie	
Mendoza (Clerk)	CL2012-863
Referred [C.J.p. 23549]	Finance
Tirado, Billy	
Mendoza (Clerk)	CL2012-864
Referred [C.J.p. 23549]	Finance
Wanderlich, Kara	
Mendoza (Clerk)	CL2012-872
Referred [C.J.p. 23549]	Finance
Warren, Elizabeth	
Mendoza (Clerk)	CL2012-911
Referred [C.J.p. 23549]	Finance
Williams, Jacquisha	
Mendoza (Clerk)	CL2012-946
Referred [C.J.p. 23549]	Finance

CLAIMS

Damage to Vehicle - Pothole

Zakheim, Scott	
Mendoza (Clerk)	CL2012-906
Referred [C.J.p. 23549]	Finance
<u>Excessive Water Rates</u>	
Bacher, Tracy	
Mendoza (Clerk)	CL2012-939
Referred [C.J.p. 23545]	Finance
Graham, Sarah	
Mendoza (Clerk)	CL2012-857
Referred [C.J.p. 23546]	Finance
Medina, Jorge and Lizzette	
Mendoza (Clerk)	CL2012-851
Referred [C.J.p. 23547]	Finance
Potkaj, Kazimierz	
Mendoza (Clerk)	CL2012-873
Referred [C.J.p. 23548]	Finance
Reese, Ruby	
Mendoza (Clerk)	CL2012-926
Adopted [C.J.p. 23548]	Finance
Sigala, Roberto	
Mendoza (Clerk)	CL2012-841
Referred [C.J.p. 23548]	Finance
Simmons, Joel	
Mendoza (Clerk)	CL2012-867
Referred [C.J.p. 23548]	Finance

COMMENDATIONS & DECLARATIONS

Bloom-n-Toss 5th anniversary	
Laurino (39)	R2012-455
Adopted [C.J.p. 23950]	
"Bishop Timothy Joseph Lyne Day" in Chicago	
Apr. 18, 2012	
Burke (14)	R2012-421
Adopted [C.J.p. 23916]	
"Croatian American Day" in Chicago	
May 11, 2012	
Burke (14)	R2012-425
Adopted [C.J.p. 23920]	

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COMMENDATIONS & DECLARATIONS

"Parental Alienation Day" in Chicago
Apr. 25, 2012
Burke (14) R2012-426
Adopted [C.J.p. 23921]
"Queen Elizabeth II Day" in Chicago
June 2, 2012
Burke (14) R2012-417
Approved [C.J.p. 23912]
Adler, Ruth Pease
107th birthday
Osterman (48) R2012-467
Adopted [C.J.p. 23963]
Brown, (P.O.) Akishe P.
Heroic life saving rescue
Emanuel (Mayor) R2012-355
Adopted [C.J.p. 23502]
Chicago United Hoops Classic
2nd annual event
Emanuel (Mayor) R2012-357
Adopted [C.J.p. 23506]
Christmas Tree Ship. "Rouse Simmons"
100th memorial anniversary
Smith (43) R2012-462
Adopted [C.J.p. 23958]
DiPrima, Stephanie M.
Retirement as Principal at Queen of all Saints
School
Laurino (39) R2012-456
Adopted [C.J.p. 23951]
Donahue, (Fr.) Scott
30th anniversary as Catholic priest
Fioretti (2) R2012-369
Adopted [C.J.p. 23865]
Donahue, (Rev.) L. Scott
30th anniversary of ordination
O'Shea (19) R2012-434
Adopted [C.J.p. 23929]
Doyle (FF./EMT) James
Heroic life saving rescue
Emanuel (Mayor) R2012-356
Adopted [C.J.p. 23504]

COMMENDATIONS & DECLARATIONS

Duffy, "Tony" Anthony
Excellent work as police beat facilitator
Moreno (1) R2012-368
Adopted [C.J.p. 23863]
Erickson, Mary Ann
Retirement from the 100 Club of Chicago
Burke (14) R2012-418
Adopted [C.J.p. 23913]
Goergen, (Fr.) Michael
Retirement and 50 years as priest of Roman
Catholic Church
Cullerton (38) R2012-446
Adopted [C.J.p. 23943]
Gricius, "Chuck" Charles and "Toni" Antoinette
50th anniversary
Osterman (48) R2012-468
Adopted [C.J.p. 23964]
Gromala, Nicholas J. and Mongardo, Joseph N., Jr.
Assisting in apprehending a robbery suspect
Emanuel (Mayor) R2012-366
Adopted [C.J.p. 23861]
Guerin, Richard E.
Retirement from St. Bede the Venerable parochial
school
Quinn (13) R2012-385
Adopted [C.J.p. 23880]
Hadley, (Dr.) David J.
Retirement as Chairman of the Dept. of Political
Science at Wabash College
Burke (14) R2012-419
Adopted [C.J.p. 23914]
Hales Franciscan High School
50th anniversary
Burns (4) R2012-375
Adopted [C.J.p. 23870]
Hayner, Don
Retirement as Chicago journalist
Burke (14) R2012-420
Adopted [C.J.p. 23915]

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COMMENDATIONS & DECLARATIONS

Hickey, Timothy John
Retirement from the Chicago Public Library
O'Shea (19) R2012-435
Adopted [C.J.p. 23931]
Jakes, (Rev.) (Dr.) L. Bernard
10 year pastoral anniversary
Burns (4) R2012-374
Adopted [C.J.p. 23869]
Junior League of Chicago
100th anniversary
Smith (43) R2012-460
Adopted [C.J.p. 23956]
Kraft Foods
Oreo's 100th anniversary
Lane (18) R2012-433
Adopted [C.J.p. 23928]
Lawhorn, Geraldine
2012 Richard J. Daley Citizen of the Year
Laurino (39) R2012-457
Adopted [C.J.p. 23952]
Lee-Wilson, (Apostle Fr.) Yvonne
30 years of ministry
Austin (34) R2012-443
Adopted [C.J.p. 23939]
Liberty Temple Full Gospel Church and World
Outreach Ministries
30th anniversary
Lane (18) R2012-432
Adopted [C.J.p. 23927]
Local Girl Scouts Service Unit 295
100th anniversary
Laurino (39) R2012-459
Adopted [C.J.p. 23955]
Logan Square Neighborhood Assoc
50th anniversary
Colón (35) R2012-445
Adopted [C.J.p. 23941]
Lovoelo, Lisa (Queen of all Saints special leader)
100th anniversary
Laurino (39) R2012-459
Adopted [C.J.p. 23955]

COMMENDATIONS & DECLARATIONS

O'Grady, Sheila
Accomplishments as President of Illinois
Restaurant Assoc.
Burke (14) R2012-422
Adopted [C.J.p. 23917]
Park West Cooperative Nursery School
40th anniversary
Smith (43) R2012-461
Adopted [C.J.p. 23957]
Pasalo, Jacqueline and De La Cruz, Ray
Birth of son, De La Cruz, Ethan
Laurino (39) R2012-458
Adopted [C.J.p. 23954]
Saints Peter and Paul Parish Baseball Club
100th anniversary
Balcer (11) R2012-381
Adopted [C.J.p. 23877]
Schukies, Danise (Queen of all Saints special
leader)
100th anniversary
Laurino (39) R2012-459
Adopted [C.J.p. 23955]
Simeon Career Academy High School
Winning 2012 Basketball Class 4A State
Championship
Emanuel (Mayor) R2012-358
Adopted [C.J.p. 23509]
Soltis, Bob and Patricia
50th anniversary
Zalewski (23) R2012-440
Adopted [C.J.p. 23937]
St. Gertrude Catholic Parish
100th Anniversary
Osterman (48) R2012-469
Adopted [C.J.p. 23965]
St. Jane de Chantal Academy's 8th Grade Boys
Basketball Team
Attaining championship
Zalewski (23) R2012-441
Adopted [C.J.p. 23938]

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COMMENDATIONS & DECLARATIONS

St. Jerome Croatian Parish
100th anniversary
Balcer (11) R2012-380
Adopted [C.J.p. 23876]
Tupou (King) George V.
Burke (14) R2012-412
Adopted [C.J.p. 23907]
Underwood, (P.O.) Collins A.
Heroic life saving rescue
Emanuel (Mayor) R2012-355
Adopted [C.J.p. 23502]
Warriors Cheerleading Team of Dunne Technology Academy
Congratulations on accomplishments and awards
Austin (34) R2012-444
Adopted [C.J.p. 23940]

COMMITTEE/PUBLIC HEARINGS

Committee on Human Relations

Municipal Employees' Annuity and Benefit Fund of Chicago urged to divest from Iran's energy sector
Smith (43); Hairston (5); R2012-165
Referred [C.J.p. 21197] Human Relations
Adopted [C.J.p. 23745]

Committee on Workforce Development and Audit

Retiree Health Benefits Commission and City of Chicago to resolve issues concerning Settlement Healthcare Plans
O'Connor (40) O2012-1422
Referred [C.J.p. 23400] Workforce Development
Passed [C.J.p. 23855]

DECLARATIONS

"Comcast Cares" day in Chicago
April 21, 2012
Jackson (7) R2012-378
Adopted [C.J.p. 23873]
"El Dia de los Ninos-Day of the Child" in Chicago
April 30th, 2012
Mendoza (Clerk); Solis (25) R2012-367
Adopted [C.J.p. 23862]

DECLARATIONS

"Lieutenant Bill Prindiville Day" in Chicago
Apr. 25, 2012
Burke (14) R2012-423
Adopted [C.J.p. 23918]

ENERGY/ENVIRONMENTAL ISSUES

Open Space Impact Fees

Chicago Park District
1234-1236 W School St
Public park
Emanuel (Mayor) O2012-1344
Referred [C.J.p. 21245] Special Events
Passed [C.J.p. 23821]

FINANCE FUNDS

Grant Funds

Establishment of nonprofit Chicago Infrastructure Trust
Infrastructure projects
Emanuel (Mayor) SO2012-1366
Referred [C.J.p. 21237] Finance
Deferred and [C.J.p. 23554]
Published

HISTORICAL LANDMARKS

Designation

227 East Walton Place Apartment Building
227 E Walton Pl
Mendoza (Clerk) O2012-2215
Referred [C.J.p. 23551] Zoning
Chicago Motor Club Building
68 E Wacker Dr
Mendoza (Clerk) O2012-2214
Referred [C.J.p. 23550] Zoning
Wrigley Building
400-410 N Michigan Ave
Mendoza (Clerk) O2012-2216
Referred [C.J.p. 23550] Zoning

ILLINOIS, STATE OF

Urges Illinois Prisoner Review Board and Governor Pat Quinn to reject executive clemency petition of Johnnie Veal
Burke (14) R2012-428
Adopted [C.J.p. 23923]

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JOURNAL CORRECTIONS

Year 2011

Correction of SO2011-6503 passed on Sept. 8, 2011 by deleting from heading appearing in third thru fifth printed lines from top of page 7259 and adding (new) Section 2-84-035

Mendoza (Clerk) O2012-2156

Referred [C.J.p. 21256] Rules

Passed [C.J.p. 23674]

Correction to remove footnote on page 4952

Jul. 28, 2011, C.J.p. 4950-4952

Solis (25) O2012-1435

Referred [C.J.p. 23380] Rules

Passed [C.J.p. 23675]

Year 2012

Correction of address for disabled parking permit No. 72349

10924 S Vernon Ave

Jan. 18, 2012, C.J.p. 19209

Laurino (39) O2012-1373

Referred [C.J.p. 23397] Rules

Passed [C.J.p. 23674]

LAWSUITS/SETTLEMENTS

Lawsuits

Adrian Garcia, Star No. 20517

Burke (14) Or2012-182

Passed [C.J.p. 23551]

and T. Flaherty, Star No. 20942, cited as 08 L 7549

Burke (14) Or2012-182

Passed [C.J.p. 23551]

Chicago Police Officers Robert Gliwe, Star No. 20526, James R. Sanchez, Star No. 20336

Burke (14) Or2012-182

Passed [C.J.p. 23551]

Michael Pietryla, Star No. 21209

Burke (14) Or2012-182

Passed [C.J.p. 23551]

Settlement agreement regarding case of Jose Lopez v The City of Chicago

Burke (14) Or2012-182

Passed [C.J.p. 23551]

LAWSUITS/SETTLEMENTS

Lawsuits

Settlement agreement regarding case of Lanell Craft, Curtis Flowers, Joe Gant, Sharon Wilkins, individually and on behalf of Rashi Gant, Marcus Jordan, David Steward, Larry Wilkins, Mary Wilkins, Sharon Gant, Joseph Wilkins and Corretta Williams, as guardian of Lauryn Terry Cole Williams, a minor and daughter of Henry-Ella Williams, deceased v. Corey Flagg, Eural Black, Darek Haynes, Broderick Jones, Sergeant Robert O'Neil, Officer William Mullen, Officer Shannon, Officer Hein, Officer Waszak, Officer Wojtan, Officer Sanello and City of Chicago, cited as 06 C 1451

Burke (14) Or2012-183

Passed [C.J.p. 23552]

MUNICIPAL CODE AMENDMENTS

Title 1 - General Provisions

Ch. 4 Code Adoption-Organization

1-4-100 shall as used in this code is interpreted as mandatory

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

1-4-170 Illinois Compiled Statutes to include current statute in effect or as thereafter amended unless context indicates otherwise

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

1-4-170 Illinois Compiled Statutes to include current statute in effect or as thereafter amended unless context indicates otherwise

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

Title 2 - City Government & Administration

Ch. 14 Dept. of Administrative Hearings

2-14-140 (a) (b) Dept. of Administrative Hearings to regulate vehicle hearings division automated speed enforcement system or automated traffic law enforcement system

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

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MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 25

2-25-090 (f) prohibited acts consumer fraud, unfair competition or deceptive practices any person who violates any requirements of this section shall be subject to fines not less than \$2000 nor more than \$10,000

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 28 Dept. of Cultural Affairs and Special Events

2-28-030 (1) power and duties of commissioner shall be subject to appropriation of funds, execute one or more agreements including contracts, concession agreements or grant agreements with Chicago Convention and Tourism Bureau, Inc.

Emanuel (Mayor) O2012-2375
Referred [C.J.p. 23521] Special Events

Ch. 40 Dept. of General Services

2-40-030 I license extension for operation of tour boats on Chicago River (March 2012 Extension)

Emanuel (Mayor) O2012-1562
Referred [C.J.p. 21243] License
Passed [C.J.p. 23747]

Ch. 100 Dept. of Streets & Sanitation

2-100-110 Ward Superintendent and Commissioner of Dept. of Streets and Sanitation shall have the power to designate members of police force to enforce various Sections of Municipal Code of Chicago

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 112 Board of Health

2-112-235 Commissioner of Health authorized to negotiate and execute agreements for health screening and diagnostic services

Emanuel (Mayor) O2012-1357
Referred [C.J.p. 21234] Budget
Passed [C.J.p. 23663]

MUNICIPAL CODE AMENDMENTS

Title 3 - Revenue & Finance

Ch. 42 Cigarette Tax

3-42-010 definitions of cigarette purveyor, stamp cigarette vending machine retail tobacco dealer and wholesale tobacco dealer

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

3-42-020 (d) (e) shall be unlawful for any retail tobacco dealer or wholesale tobacco dealer to engage in any act of concealment, any dealer that violates this Subsection shall be subject to a fine of \$2000 for first offense and fine of \$4000 for second and each subsequent offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

3-42-110 (a) (b) filing of action in circuit court. Comptroller and Commissioner of Business Affairs and Consumer Protection, Superintendent of Police and their representatives shall have authority to issue violation in accordance with Section 2-14-074 confiscation of illegal cigarettes and cigarette vending machines

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 4 General Licensing Provisions

4-4-005 thru 4-4-280 general license requirements, violations, classification, suspension and inspections

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-281 thru 4-4-314 general license rescission, enforcement, trademark violations, hazardous, illegal conduct, fingerprinting, public way maintenance, nuisance and restriction of merchandise display

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 4 General Licensing Provisions

4-4-333 (a) thru (d) no licensee under this Code shall sell, offer for sale, give away, barter, exchange or otherwise furnish any synthetic marijuana in City of Chicago

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-334 (a) thru (d) no licensee under this Code shall sell, offer for sale, give away, barter, exchange or otherwise furnish any synthetic stimulants in City of Chicago

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-335 (a) no licensee under this Code shall sell spray paint cans or etching materials and marker containing fluid which is not water soluble

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-336 (a) thru (d) no sign shall be place on exterior of any business unless sign is securely affixed to property of business

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-337 (a) (b) illegal use of parking facilities

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-4-350 violations of Title 4 or any rule or regulation promulgated shall be fined not less than \$2000 nor more than \$1,000 for each offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 5 License Fees for Title 4 Licenses

4-5-010 establishment of license fees for Title 4 licenses

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 6 Regulated Business License

4-60-070 (new) (a) thru (e) rules and regulations for day labor agency

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-010 (new) (a) (b) regulated business license

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-020 (new) no regulated business license shall be issued for any health club, fitness center or exercise club unless provides proof that applicant has available off street parking within 500ft of licensed premises in amount equal to ten percent of capacity of licensed premises

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-030 (new) (a) (b) clothing alteration any person who for compensation, creates, repairs or alters clothing prominently display a list of services and respective current selling price of each listed service

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-040 (new) (a) thru (h) laundry service rules and regulations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-050 (new) (a) thru (g) rules and regulations for residential real estate developer

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-6-060 (new) (a) thru (f) rules and regulations for tattooing, body piercing and tanning facilities

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 6 Regulated Business License

4-6-080 (new) (a) thru (g) rules and regulations for adult family care center

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-090 (new) (a) thru (g) rules and regulations for assisted living establishment

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-100 (new) (a) thru (g) rules and regulations for long-term care facility

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-110 (new) (a) thru (g) rules and regulations for adult family care home

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-120 (new) (a) thru (e) rules and regulations for automatic amusement operator

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-130 (new) (a) thru (f) rules and regulations for private scavenger

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-140 (new) (a) thru (e) rules and regulation for secondhand dealer exclusively in children's clothing and children's products

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-150 (new) (a) thru (g) rules and regulations for junk peddlers

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 6 Regulated Business License

4-6-160 (new) (a) thru (e) rules and regulations for funeral business

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-170 (new) (a) thru (e) rules and regulations for hospitals

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-180 (new) (a) thru (f) rules and regulations for hotel

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-190 (new) (a) thru (h) rules and regulations for board-up company

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-200 (new) (a) thru (e) rules and regulations for dry cleaner

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-210 (new) (a) thru (f) rules and regulations for hazardous materials

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-220 (new) (a) thru (e) rules and regulations for single-room occupancy building

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-230 (new) (a) thru (h) rules and regulations for booting of motor vehicles

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 6 Regulated Business License

4-6-240 (new) (a) thru (h) rules and regulations for immigration assistance

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-260 (new) (a) thru (h) rules and regulations for expediter company

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-260 (new) (a) thru (h) rules and regulations for expediter/natural person

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-270 (new) (a) thru (h) rules and regulations for home occupations

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-280 (new) (a) thru (f) rules and regulations for home repair

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-6-290 (new) (a) thru (j) rules and regulations for bed and breakfast establishment

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Ch. 8 Food Establishments

4-8-010 mobile desserts vendor traveling from place to place upon public ways and serves from a two wheeled motorized or non-motorized vehicle pushcart or handcart shall obey rules and regulations of this Chapter and Chapters 7-38.

7-40 and 7-42 unless context clearly indicates that another meaning is intended

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 8 Food Establishments

4-8-031 (a) thru (h) rules and regulations for retail food establishment-dog friendly areas

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-8-36 (b) mobile food dispensers license application requirements

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Ch. 165 Expeditors

4-165 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Ch. 207 Vacation Rentals

4-207 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Ch. 229 Tire Facilities

4-229 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Ch. 60 Liquor Dealers

4-60-022 (30.33) allow issuance of additional liquor licenses on portions of W Armitage Ave

Reboyras (30) O2012-1367

Referred [C.J.p. 23387] License

Passed [C.J.p. 23749]

4-60-022 (4.38) disallow issuance of additional liquor licenses on E 47th Dr, S Cornell Dr and E 55th St

Burns (4) O2012-1348

Referred [C.J.p. 23363] License

Passed [C.J.p. 23751]

4-60-023 (12.199) allow issuance of additional alcohol liquor licenses on portions of S Kedzie Ave

Cardenas (12) O2012-1430

Referred [C.J.p. 23369] License

Passed [C.J.p. 23753]

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-023 (20.293) allow additional package goods licenses on portions of E 47th St

Cochran (20) O2012-1375

Referred [C.J.p. 23376] License

Passed [C.J.p. 23754]

4-60-023 (30.38) allow issuance of additional package goods licenses on portions of N Central Ave

Reboyas (30) O2012-1317

Referred [C.J.p. 23387] License

Passed [C.J.p. 23756]

4-60-023 (4.38) disallow issuance of additional package goods licenses on E 47th Dr, S Cornell Dr and E 55th St

Burns (4) O2012-1348

Referred [C.J.p. 23363] License

Passed [C.J.p. 23751]

4-60-023 (43.64) disallow issuance of additional package goods licenses on portions of W North Ave

Smith (43) O2012-1368

Referred [C.J.p. 23412] License

Passed [C.J.p. 23757]

4-60-071(a) thru (h) rules and regulations for sale of liquor at Navy Pier

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-60-130 (a) (b) license to operate outdoor patio to sell, serve or allow sale or service of alcoholic liquor for consumption outdoor

Reilly (42) SO2012-1404

Referred [C.J.p. 23401] License

Passed [C.J.p. 23759]

4-60-77 (a) thru (f) airport pushcart liquor licenses requirements

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 64 Tobacco Dealers

4-64-100 retail tobacco dealers license requirements

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-64-130 (new) business shall not engage in retail tobacco products using a vending machine

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-64-131 (new) (a) (b) (c) licensee and their agents are prohibited from closing and locking safe doors and other doors including but not limited to doors to closets and storerooms when authorized city investigator has identified himself and announced his intention to inspect premises

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-64-191 no person shall sell, offer for sale, barter or expose for sale any cigarette, tobacco or smokeless tobacco except in original factory wrapped package or cigarettes in package containing fewer than twenty cigarettes shall be subject to fine of \$1000 for violation involving forty or fewer cigarettes and \$25 per cigarette for violation involving over forty cigarettes an additional \$2000 for second and each subsequent offense

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

4-64-194 (c) any person who sales bidi cigarettes and other tobacco products in violation of this Section shall be subject to a fine not less than \$500 nor more than \$2000 for each offense

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 64 Tobacco Dealers

4-64-331(c) any person who commits an underage tobacco violation under Section 4-64-190 shall be liable for civil penalty of \$1000 for first violation and \$2000 for second and subsequent violations within two years, person's retail tobacco license shall be revoked for third offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-64-340 (a) (b) any retail tobacco dealer's license or tobacco product sampler's license shall be revocable by Mayor upon violation by licensee of any provisions of this Chapter or criminal laws of State of Illinois

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 75 Children's Services Facility

4-75-010 (new) children's services facility means any institution or place regardless of nomenclature where primary business activity to provide recreational, cognitive or educational activities to children who are apart from their parent or guardian

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-020 (new) children's services facility license requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-030 (new) (a) (b) children's services facility license application

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-040 (new) (a) (b) children's services facility license issuance and renewal and limitations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 75 Children's Services Facility

4-75-050 (new) children's services facility license renewal

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-060 (new) children's services facility license fee

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-070 (new) children's services facility license posting and nontransferability

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-080 (new) children's services facility certificate of insurance requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-090 (new) (a) (b) children's services facility permitted amusements and other activities-exceptions

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-100 (new) children's services facility prohibited activities and amusements

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-110 (new) children's services facility legal duties for all licenses

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-120 (new) children's services facility prohibited acts for all licenses

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 75 Children's Services Facility

4-75-130 (new) children's services facility
additional legal duties for day care centers

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-150 (new) (a) thru (e) children's services
facility night care privilege

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-160 (new) children's services facility
departmental duties and annual inspection
requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-170 (new) children's services facility license
suspension or revocation

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-180 (new) children's services facility license
revocation-four year wait for new license

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-190 (new) (a) (b) children's services facility
violation this Chapter or rule or promulgated
hereunder shall be subject to a fine not less than
\$200 nor more than \$1000 for each offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-75-200 (new) children's services facility summary
closure

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 75 Children's Services Facility

4-75-210 (new) Commissioner of Business Affairs
and Consumer Protection and Board of Health
authorized to promulgate rules and regulations
necessary to implement requirements of this
Chapter for children's services facility

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 76

4-76 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 80 Funeral Business

4-80 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 84 Hospitals

4-84 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 88 Laboratories

4-88 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 92 Massage Establishments & Massage Services

4-92-060 massage establishment license
revocation and suspension

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-92-200 any person who violates any Section of
this Chapter shall upon conviction be punished by
a fine not less than \$500 nor more than \$1000 for
each offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 93 Body Piercing

4-93 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 96 Long-Term Care Facilities

4-96 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 97 Adult Family Care Facilities

4-97 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 100 Dry Cleaners

4-100 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 108 Filling Stations

4-108-050 rules and regulations of filling station locations
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 115 Hazardous Materials

4-115 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 144 Weapons

4-144-005 (new) provisions of this Chapter shall not apply to Chicago Police Dept. or to any peace officer selling or transferring lawfully held firearms or ammunition to another peace officer pursuant to Subsection (e) of Section 8-20-100
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 144 Weapons

4-144-070 Superintendent of police shall refuse weapons permit to any person under 18 years of age or who has been convicted of felony under laws of this state or any jurisdiction
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 156 Amusements

4-156-200 amended by deleting Section
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-156-300 (d) (e) establishment catering to minors require special license

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 160 Auctioneers

4-160 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 184 Brokers

4-184 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 188 Day Labor Agencies

4-188 amended by deleting Section
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 204 Home Repairs

4-204 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 208 Hotels

4-208 amended by deleting Chapter
Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 209 Single-Room Occupancy Buildings

4-209 amended by deleting Chapter
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 210 Bed & Breakfast Establishments

4-156-210 amended by deleting Section
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 212 Itinerant Merchants

4-212-010 any merchant who occupies or leases for less than one year a fixed indoor retail space for sale of merchandise or provision of services, including but not limited to seasonal stores, warehouse sales, trunk shows, estate sales, trade shows of exhibitions are subject to rules and regulations
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-020 (a) (b) itinerant merchant license requirements
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-030 (a) thru (e) itinerant merchant license application requirements investigation and license issuance revocation
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-040 itinerant merchant license fee set forth in Section 4-5-010
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-045 (new) trade shows and exhibitions-free samples of food when authorized
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 212 Itinerant Merchants

4-212-050 amended by deleting Section
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-055 (new) exemption from prohibition on outdoor operations of itinerant merchant
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-060 violating any provisions of this Chapter shall be fined not less than \$200 nor more than \$500 for each offense
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-212-070 (new) Commissioner shall have authority to promulgate rules and regulations necessary to implement requirements of this Chapter
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 216 Junk Dealers & Peddlers

4-216 amended by deleting Chapter
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 220 Laundries

4-220 amended by deleting Chapter
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 224 Manufacturing Establishments

4-224 amended by deleting Section
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-224-021 (new) (a) (b) (c) rules and regulations for hazardous materials
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 228 Motor Vehicle Repair Shops

4-228-010 (a) thru (o) motor vehicle service facility is any building, structure, premises, enclosure or other place, including automobile service stations, garages and motor vehicles service shops

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-020 (a) (b) (c) motor vehicle service facility license required

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-021 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-022 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-030 motor vehicle service facility license application

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-030 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-031 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-040 motor vehicle service facility license fee

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-050 motor vehicle service facility license issuance and renewal prohibited when

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 228 Motor Vehicle Repair Shops

4-228-060 motor vehicle service facility license presumption

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-100 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-110 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-140 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-200 (a) thru (d) motor vehicle service facility proper disposal of tires

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-205 (a) (b) motor vehicle service facility license posting-non transferability

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-210 motor vehicle service facility proper disposal of unrepairable or unclaimed vehicle and vehicle parts

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-215 (a) thru (k) motor vehicle service facility unlawful acts and omissions

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-228-220 motor vehicle service facility off street parking required

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 228 Motor Vehicle Repair Shops

4-228-225 motor vehicle service facility prohibited activities on public way

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-230 motor vehicle service facility prohibited in residential buildings

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-235 motor vehicle service facility direct access to public street requirements

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-245 (a) (b) (c) motor vehicle service facility misrepresentation of quality of parts

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-250 (a) thru (r) motor vehicle service facility work requirement customer authorization of estimates

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-255 (a) thru (d) motor vehicle service facility maintenance of records and advertising requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-260 (a) (b) motor vehicle service facility signage and display

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-265 (a) thru (f) motor vehicle service facility signage requirements

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 228 Motor Vehicle Repair Shops

4-228-270 motor vehicle service facility health and sanitation requirements

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-275 (a) (b) motor vehicle service facility towing operations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-280 motor vehicle service facility ball joint assemblies and inspection of sale and installation

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-285 motor vehicle service facility rebuilding of automatic transmissions

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-290 motor vehicle service facility use of trade names

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-295 motor vehicle service facility notification of disciplinary action to mechanics

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-300 (a) (b) (c) motor vehicle service facility hazardous materials, duties and prohibited acts

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-305 (a) (b) (c) tire facilities rules and regulations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 228 Motor Vehicle Repair Shops

4-228-307 tire facilities hazardous materials, duties and prohibited acts

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-400 (a) (b) tire facilities inspections

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-405 tire facilities license suspension or revocation

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-410 (a) (b) tire facilities regulations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-228-415 tire facilities penalty for violation

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 232 Motor Vehicle Storage & Sales

4-232-120 location

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-232-200 location

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 233 Booting of Motor Vehicles on Private Property

4-233 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 240 Pawnbrokers

4-240-070 (a) pawnbrokers maintenance of records

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-240-080 (a) (b) pawnbrokers licensee shall under this Chapter prepare, deliver or electronically by using LeadsOnline a report along with photographs of personal property and other valuable things received every day before twelve noon to Superintendent of Police

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-240-170 (a) any person who violates any provisions of this Chapter or any rule or regulation promulgated thereunder shall be fines not less than \$1000 nor more than \$2000 for each offense

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 244 Peddlers

4-244-010 (new) Article 1 General Provisions-definitions of Commissioner, department, licensee, peddler or street peddler, perform or performer, public area, special event and Millennium Park

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-244-020 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-244-030 (new) (a) (b) Article II-peddlers license requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-244-040 peddlers license application

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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Title 4 - Businesses, Occupations & Consumer Protection

Ch. 244 Peddlers

4-244-090 peddlers license entitles him to use wagon, motor vehicle, handcart, pushcart or other vehicle shall obtain a vehicle emblem from City Clerk

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-100 peddlers licensee shall wear a metal badge or shield visible to indicate a license as Chicago Street Peddler

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-110 peddlers licensee shall be allowed only one helper or assistant to drive or operate such wagon or vehicle

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-120 peddlers licensee hours of business

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-161 (new) Article III street performers permit required

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-162 (a) thru (e) street performers application requirements

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-163 (a) thru (h) street performers rules and regulations

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-163 street performers permit shall be carried and visible to public at all times during performances in public area

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 244 Peddlers

4-244-165 street performers acceptance of contributions

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-170 (new) (a) (b) Article IV street performers violations and penalties

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

4-244-175 (new) The Mayor, by and through the Commissioner of Dept. of Cultural Affairs and Special Events shall have the authority to promulgate reasonable rules and regulations governing the time, place manner and duration of all performance permitted under this Chapter which occur during course of a special event, including set up and clean up

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 253 Retail Computing Centers

4-253 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 260 Scavengers

4-260 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 264 Secondhand Dealers

4-264-040 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 264 Secondhand Dealers

4-264-050 (a) secondhand dealers recordkeeping for each licensee under this Chapter shall enter into accessible computer database, using LeadsOnline electronic reporting form or an accurate description in english of date and all transactions-purchase, sold or exchanged by licensee

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-264-051 (a) (b) secondhand dealers licensee under this Chapter to prepare and deliver a report of daily transactions sold, purchased, exchanged and photographs by licensee using LeadsOnline electronic reporting form before twelve noon of everyday to Superintendent of Police

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-264-230 (a) (b) secondhand dealers licensee violation and penalty

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 268 Street Performers

4-268 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 276 Regulation of Weights & Measures

4-276-040 any person shall use in weighing any scale beam, patent balance, steelyard or other instrument which shall be out of order or incorrect, or which does not balance shall be fined for every such offense not less than \$50 nor more than \$200

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 360 Vendor Licensing & Regulation at Navy Pier

4-360-050 (a) thru (f) vendor licensing and regulation at Navy Pier license application-contents

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 360 Vendor Licensing & Regulation at Navy Pier

4-360-060 vendor licensing and regulation at Navy Pier corporate applicant qualifications

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-360-070 vendor licensing and regulation at Navy Pier license term

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-360-090 vendor licensing and regulation at Navy Pier license insurance and selection procedure

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-360-180 amended by deleting Section

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 372 Immigration Assistance

4-372 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 380 Home Occupations

4-380 amended by deleting Chapter

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

Ch. 384 Animal Care

4-384-010 animal exhibition means any public or private exhibition of animals staged within city but not limited to zoos, circuses, rodeos, dog or cat shows, livestock exhibitions or horse shows

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

4-384-020 (a) (c) animal care license or permit requirement

Emanuel (Mayor); O'Connor O2012-2375
Referred [C.J.p. 23520] Joint
License/Budget

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 384 Animal Care

4-384-150 (d) animal care license suspension
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Title 7 - Health & Safety

Ch. 12 Animal Care & Control

7-12-170 (new) (c) (d) license fees shall not be charged for any service dog which is properly trained to guide or otherwise assist a blind person and each dog license issued after Jul. 1, 2008 shall expire at end of applicable one or three year period or on expiration date of certificate of inoculation that is effective at time dog license is issued
Mendoza (Clerk) O2012-2255
Referred [C.J.p. 23549] License
7-12-185 (a) thru (f) animal care and control temporary exhibitions permit required
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 24 Drugs & Narcotics

7-24-091 any person who possession or delivers drug and narcotics shall be fined \$2000 or punished by imprisonment for six months or by both such fine and imprisonment
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 28 Health Nuisances

7-28-215 (a) thru (f) commercial refuse containers permit requirements
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget
7-28-226 (new) hours of operation for grind or compact, or load into a mobile or stationary grinding or compacting device, garbage, wastes, refused or other matter as defined in 4-260-030
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

MUNICIPAL CODE AMENDMENTS

Title 7 - Health & Safety

Ch. 38 Food Establishments-Sanitary Operating Requirements

7-38-140 mobile desserts vendor rules and regulations
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Title 8 - Offenses Affecting Public Peace, Morals & Welfare

Ch. 12 Gambling

8-12-010 no person shall play or engage in faro, roulette, gamble for money or other valuable thing or in other device or game of chance, hazard or skill either as bookmaker, dealer, keeper, player or otherwise for any purpose of gaming or gambling for money or other valuable thing
Mendoza (Clerk) O2012-2236
Referred [C.J.p. 23550] Workforce Development

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 84 Towing Unauthorized Vehicles

9-84-015 (a) (b) (c) booting of vehicles rules and regulation
Emanuel (Mayor): O'Connor O2012-2375
Referred [C.J.p. 23520] Joint License/Budget

Ch. 100 Admin. Adjudication of Parking or Compliance Violations

9-100-101 (a) (b) traffic compliance administrator to allow payment of parking, compliance or automated camera penalties and related fees
Emanuel (Mayor) SO2012-1343
Referred [C.J.p. 21235] Budget
Passed [C.J.p. 23664]

Ch. 100 Admin. Adjudication of Parking, Compliance, Automated Traffic Law Enforcement System or Automated Speed Enforcement System Violations

9-100-010 (a) (b) adoption of rules and regulations for automated speed enforcement system and automated traffic law enforcement system
Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety
Passed [C.J.p. 23762]

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MUNICIPAL CODE AMENDMENTS

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 100 Admin. Adjudication of Parking, Compliance, Automated Traffic Law Enforcement System or Automated Speed Enforcement System Violations

9-100-020 (a) (d) violation provision of traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance, automated enforcement system or automated traffic law enforcement system

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-045 (new) (a) thru (d) notice of violation for automated speed enforcement system and automated traffic law enforcement system violations

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-050 (a) thru (f) a parking compliance, automated speed enforcement system or automated traffic law enforcement system violation has been served pursuant to Section 9-100-030 or 9-100-045 shall within seven days from the date of notice pay indicated fine or indicate on notice by submitting material set forth in Section 9-100-070 to obtain an adjudication by mail or request administrative hearing set forth in Section 9-100-080 failure to respond within 21 days issuance of determination of liability or 25 days issuance of determination of liability will automatically subject respondent to penalty for late payment

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-060 (a) thru (d) grounds for adjudication by mail or administrative hearing

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

MUNICIPAL CODE AMENDMENTS

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 100 Admin. Adjudication of Parking, Compliance, Automated Traffic Law Enforcement System or Automated Speed Enforcement System Violations

9-100-070 (a) thru (d) adjudication by mail procedure

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-080 (a) (e) administrative hearings procedure

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-101 (a) Traffic compliance administrator may establish a program allowing payment of parking, compliance or automated camera penalties, administrative fees, and related collection cost or attorney's fees pursuant to section 1-19-020 or 1-19-030

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-120 (a) (b) city traffic administrator is hereby authorized to direct and supervise a program of vehicle immobilization for purpose of enforcing parking compliance automated traffic law enforcement system or automated speed enforcement system ordinances of traffic code

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-100-130 failure to pay any fine or penalty due and owing pursuant to this Chapter on ten or more parking compliance violations or five or more automated traffic law enforcement system or automated speed enforcement system violations or combination thereof are eligible for suspension proceedings of drivers license

Emanuel (Mayor) SO2012-1473
Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

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Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 100 Admin. Adjudication of Parking, Compliance, Automated Traffic Law Enforcement System or Automated Speed Enforcement System Violations

9-100-140 (a) (b) (c) Section 11-1306 of Illinois vehicle code, lessor of vehicle pursuant to written lease agreement shall not be liable for violations of any standing or parking regulation of this Chapter

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C J.p. 23762]

Ch. 101 Radar Based Mobile Photo Speed Enforcement Program

9-101-010 (new) (a) thru (e) definition and establishment of automated speed enforcement program

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C J.p. 23762]

9-101-020 (new) (a) thru (g) automated speed enforcement system violations of speed limit

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-101-030 (new) notice of violation, administrative adjudication and determination of liability

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-101-040 (new) (a) (b) standards of operation of automated speed enforcement system including placement and posting of signs, statistical analysis reporting requirement of any information required to be available to public on city's website

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-101-050 (new) number of automated speed enforcement systems

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

MUNICIPAL CODE AMENDMENTS

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 101 Radar Based Mobile Photo Speed Enforcement Program

9-101-060 (new) net proceeds from civil penalties imposed under this chapter after deducting all no-personnel and personnel costs associated with operation and maintenance of system shall be maintained in separate funds and accounts and shall be expended or obligated, subject to City Council, purposes specified in subsection (d) of Section 11-208.8 of Illinois Vehicle Code. 625 ILCS 5/11-208.8 (d)

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

Ch. 102 Automated Red Light Camera Program

9-102-010 (a) (b) (c) (d) establishment of automated red light camera program

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-102-015 (new) definitions of this Chapter "Recorded image" has same meaning ascribed to term in Section 11-208.6 of Illinois Vehicle code 625 ILCS 5/11-208.6

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-102-020 (a) thru (f) registered owner of a vehicle is liable for red-light violation of Section and fine set forth in Section 9-100-020 when vehicle is used in violation of Section 9-8-020(c) or Section 9-16-030(c)

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-102-030 notice of violation determination of liability and administrative adjudication procedures for violations of Section 9-102-020

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

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MUNICIPAL CODE AMENDMENTS

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 102 Automated Red Light Camera Program

9-102-040 (a) (b) operation of automated traffic law enforcement system including placement and posting of signs, statistical analysis reporting requirements of any information required to available to public on city's website

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-102-050 amended by deleting Chapter

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

9-102-060 amended by deleting Chapter

Emanuel (Mayor) SO2012-1473

Referred [C.J.p. 21232] Pedestrian and Traffic Safety

Passed [C.J.p. 23762]

Title 13 - Building & Construction

Ch. 56 Classification of Buildings by Occupancy

13-56-060 (a) (b) classification of buildings by occupancy for certain class b institutional units shall include, but not be limited by following hospitals, certain care nursing home and intellectuall developmentally disabled home

Emanuel (Mayor); O'Connor O2012-2375

Referred [C.J.p. 23520] Joint License/Budget

Title 17 - Chicago Zoning Ordinance

Ch. 11 Landscaping & Screening

17-11-0201-F provisions of Sections 17-11-0201-B 17-11-0201-C, 17-11-0201-D and 17-11-201-E shall not apply to any existing accessory vehicle use area. effective date of this amendatory ordinance of 2010 until June 15, 2014

Reboyas (30) O2012-1369

Recommended for Re-Referral

Re-Refered [C.J.p. 23761] Zoning

MUNICIPAL CODE AMENDMENTS

Title 17 - Chicago Zoning Ordinance

Ch. 11 Landscaping & Screening

17-11-020-C required date of compliance outside Central Area for accessory vehicular use areas less than 30,000 square feet in size shall be June 15, 2014

Reboyas (30) O2012-1369

Recommended for Re-Referral

Re-Refered [C.J.p. 23761] Zoning

PARKING

Buffer Zones

2117-2343 W Ainslie St, 2200-2334 W Lawrence Ave, 2268-2278 W Leland Ave and various additional addresses

Pawar (47) O2012-2153

Referred [C.J.p. 23344] Pedestrian and Traffic Safety

Passed [C J p. 23803] SO2012-2224

1609-1962 W Lawrence Ave, 1618 W Ainslie St, 1650-1800 W Ainslie and various additional addresses

Pawar (47) O2012-2154

Referred [C.J.p. 23345] Pedestrian and Traffic Safety

Passed [C J p. 23803] SO2012-2224

Handicapped

1521 W 18th Pl

Solis (25) O2012-1662

Referred [C.J.p. 23336] Pedestrian and Traffic Safety

Passed [C.J.p. 23793] SO2012-2221

1501 W 19th St

Amend

Solis (25) O2012-1661

Referred [C.J.p. 23336] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 23815] SO2012-2219

4213 W 21st St

Chandler (24) O2012-1638

Referred [C.J.p. 23331] Pedestrian and Traffic Safety

Passed [C.J.p. 23793] SO2012-2221

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Handicapped

817 W 33rd St		
Balcer (11)		O2012-1498
Referred	[C.J.p. 23329]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
1729 W 33rd St		
Balcer (11)		O2012-1493
Referred	[C.J.p. 23329]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
518 W 42nd Pl		
Remove		
Balcer (11)		O2012-1494
Referred	[C.J.p. 23335]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
2622 W 42nd St		
Cardenas (12)		O2012-1509
Referred	[C.J.p. 23329]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
1023 W 47th Pl		
Dowell (3)		O2012-1475
Referred	[C.J.p. 23329]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
3307 W 60th St		
Thompson (16)		O2012-1570
Referred	[C.J.p. 23330]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
6214 W 63rd Pl		
Amend		
Zalewski (23)		O2012-1619
Referred	[C.J.p. 23336]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
5718 W 64th Pl		
Quinn (13)		O2012-1523
Referred	[C.J.p. 23330]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221

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Handicapped

6116 W 64th Pl		
Quinn (13)		O2012-1515
Referred	[C.J.p. 23330]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
5530 W 64th St		
Quinn (13)		O2012-1526
Referred	[C.J.p. 23330]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
550 E 88th Pl		
Sawyer (6)		O2012-1486
Referred	[C.J.p. 23329]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
1017 W Ainslie St		
Amend		
Osterman (48)		O2012-1738
Referred	[C.J.p. 23337]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
6023 N Artesian Ave		
O'Connor (40)		O2012-1788
Referred	[C.J.p. 23333]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
6238 S Austin Ave		
Amend		
Zalewski (23)		O2012-1632
Referred	[C.J.p. 23335]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221
10429 S Avenue H		
Amend		
Pope (10)		O2012-1492
Referred	[C.J.p. 23334]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221

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Handicapped

5854 W Berenice Ave	
Amend	
Cullerton (38)	O2012-1697
Referred [C.J.p. 23336]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
6105 S Bishop St	
Thompson (16)	O2012-1587
Referred [C.J.p. 23330]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
4336 S California Ave	
Cardenas (12)	O2012-1511
Referred [C.J.p. 23329]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 23815]	SO2012-2219
6037 N California Ave	
Amend	
Silverstein (50)	O2012-1748
Referred [C.J.p. 23337]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
5340 S Campbell Ave	
Burke (14)	O2012-1558
Referred [C.J.p. 23330]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
3113 W Cermak Rd	
Chandler (24)	O2011-7500
Referred [C.J.p. 7766]	Pedestrian and Traffic Safety
Passed [C.J.p. 23787]	SO2012-2218
8423 S Colfax Ave	
Jackson (7)	O2012-1490
Referred [C.J.p. 23329]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
5307 W Cornelia Ave	
Cullerton (38)	O2012-1694
Referred [C.J.p. 23333]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221

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Handicapped

6538 N Damen Ave	
Amend	
Silverstein (50)	O2012-1740
Referred [C.J.p. 23337]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
935 N Drake Ave	
Burnett (27)	O2012-1665
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 23815]	SO2012-2219
1327 W Fargo Ave	
Moore (49)	O2012-1685
Referred [C.J.p. 23334]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
2223 W Farragut Ave	
O'Connor (40)	O2012-1786
Referred [C.J.p. 23336]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
1658 N Francisco Ave	
Colón (35)	O2012-1709
Referred [C.J.p. 23333]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
7900 S Francisco Ave	
Lane (18)	O2012-1577
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
7910 S Francisco Ave	
Lane (18)	O2012-1579
Referred	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
5737 W Grace St	
Amend	
Cullerton (38)	O2012-1696
Referred [C.J.p. 23336]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221

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Handicapped

5348 S Hamlin Ave		
Amend		
Zalewski (23)	O2012-1630	
Referred [C.J.p. 23335]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
1419 W Hood Ave		
Amend		
Osterman (48)	O2012-1737	
Referred [C.J.p. 23337]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
3724 N Janssen Ave		
Amend		
Tunney (44)	O2012-1693	
Referred [C.J.p. 23337]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
1625 N Kildare Ave		
Amend		
Reboyas (30)	O2012-1315	
Direct [C.J.p. 23336]		
Introduction		
Passed [C.J.p. 23793]	SO2012-2221	
4922 S Kilpatrick Ave		
Zalewski (23)	O2012-1621	
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
6431 S Kolin Ave		
Quinn (13)	O2012-1520	
Referred [C.J.p. 23330]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
6840 S Komensky Ave		
Quinn (13)	O2012-1518	
Referred [C.J.p. 23330]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	

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Handicapped

5542 N Lakewood Ave		
Osterman (48)	O2012-1717	
Referred [C.J.p. 23334]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
4416 N Laporte Ave		
Arena (45)	O2012-1807	
Referred [C.J.p. 23333]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
8210 S LaSalle Dr		
Brookins (21)	O2012-1600	
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
10735 S LaSalle St		
Austin (34)	O2012-1754	
Referred [C.J.p. 23332]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
3307 S Leavitt St		
Cardenas (12)	O2012-1502	
Referred [C.J.p. 23329]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
8830 S Loomis St		
Brookins (21)	O2012-1603	
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
2417 N Lotus Ave		
Reboyas (30)	O2012-1316	
Referred [C.J.p. 23332]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	
11808 S Lowe Ave		
Austin (34)	O2012-1767	
Referred [C.J.p. 23332]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23793]	SO2012-2221	

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PARKING

Handicapped

1639 W Lunt Ave

Amend

Moore (49)

O2012-1688

Referred [C.J.p. 23337]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

8041 S May St

Brookins (21)

O2012-1593

Referred [C.J.p. 23331]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

11655 S May St

Austin (34)

O2012-1763

Referred [C.J.p. 23332]

Pedestrian and
Traffic Safety

Recommended for Re-Referral

Passed [C.J.p. 23793]

SO2012-2221

5147 S Meade Ave

Zalewski (23)

O2012-1635

Referred [C.J.p. 23335]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

6350 N Merrimac Ave

Amend

Arena (45)

O2012-1798

Referred [C.J.p. 23337]

Pedestrian and
Traffic Safety

Failed to Pass [C.J.p. 23815]

SO2012-2219

5315 N Mobile Ave

Arena (45)

O2012-1683

Referred [C.J.p. 23337]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

3229 N Monticello Ave

Colón (35)

O2012-1704

Referred [C.J.p. 23333]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

5742 N Moody Ave

Arena (45)

O2012-1809

Referred [C.J.p. 23333]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

PARKING

Handicapped

8208 S Morgan St

Amend

Brookins (21)

O2012-1597

Referred [C.J.p. 23335]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

5124 S Mozart St

Burke (14)

O2012-1556

Referred [C.J.p. 23330]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

6015 S Mulligan Ave

Zalewski (23)

O2012-1628

Referred [C.J.p. 23335]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

2908 N Neenah Ave

Sposato (36)

O2012-1690

Referred [C.J.p. 23333]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

3017 S Normal Ave

Balcer (11)

O2012-1496

Referred [C.J.p. 23329]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

8941 S Normal Ave

Brookins (21)

O2012-1595

Referred [C.J.p. 23331]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

3449 N Normandy Ave

Sposato (36)

O2012-1689

Referred [C.J.p. 23333]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

5716 N Orin Ave

O'Connor (41)

O2011-7444

Referred [C.J.p. 7757]

Pedestrian and
Traffic Safety

Passed [C.J.p. 23793]

SO2012-2221

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PARKING

Handicapped

10428 S Peoria St	
Austin (34)	O2012-1762
Referred [C.J.p. 23332]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
2706 S Princeton Ave	
Balcer (11)	O2012-1499
Referred [C.J.p. 23329]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
5951 S Princeton Ave	
Remove	
Cochran (20)	Or2012-155
Referred [C.J.p. 23351]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
8928 S Racine Ave	
Brookins (21)	O2012-1604
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
7732 S Rhodes Ave	
Sawyer (6)	O2012-1488
Referred [C.J.p. 23329]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
6940 S Rockwell Ave	
Lane (18)	O2012-1574
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
7227 N Rogers Ave	
McCore (49)	O2012-1687
Referred [C.J.p. 23334]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
2922 N Sawyer Ave	
Colón (35)	O2012-1702
Referred [C.J.p. 23333]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221

PARKING

Handicapped

5507 N Spaulding Ave	
O'Connor (40)	O2012-1782
Referred [C.J.p. 23333]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
938 N Springfield Ave	
Burnett (27)	O2012-1669
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 23815]	SO2012-2219
5421 S Springfield Ave	
Zalewski (23)	O2012-1624
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
912 N St Louis Ave	
Burnett (27)	O2012-1671
Referred [C.J.p. 23331]	Pedestrian and Traffic Safety
Failed to Pass [C.J.p. 23815]	SO2012-2219
12433 S Stewart Ave	
Austin (34)	O2012-1765
Referred [C.J.p. 23332]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
5212 W Strong St	
Arena (45)	O2012-1804
Referred [C.J.p. 23334]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
1818 W Summerdale Ave	
O'Connor (40)	O2012-1792
Referred [C.J.p. 23336]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221
4408 S Talman Ave	
Amend	
Cardenas (12)	O2012-1504
Referred [C.J.p. 23335]	Pedestrian and Traffic Safety
Passed [C.J.p. 23793]	SO2012-2221

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3608 S Union Ave
Remove
Balcer (11) O2012-1497
Referred [C.J.p. 23335] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
10719 S Wallace St
Austin (34) O2012-1760
Referred [C.J.p. 23332] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
4341 S Washburne Ave
Amend
Cardenas (12) O2012-1506
Referred [C.J.p. 23335] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
3811 W Washington Blvd. 3833 W Washington Blvd
2% reserved public benefit
Ervin (28) O2012-585
Referred [C.J.p. 19667] Pedestrian and Traffic Safety
Passed [C.J.p. 23787] SO2012-2218
5011 S Washtenaw Ave
Burke (14) O2012-1560
Referred [C.J.p. 23330] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
6419 N Washtenaw Ave
Silverstein (50) O2012-1744
Referred [C.J.p. 23334] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
7015 S Washtenaw Ave
Lane (18) O2012-1581
Referred [C.J.p. 23331] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
7015 S Washtenaw Ave
Cochran (20) Or2012-154
Referred [C.J.p. 23351] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221

PARKING

Handicapped

2751 N Whipple St
Colón (35) O2012-1699
Referred [C.J.p. 23333] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
6054 S Whipple St
Thompson (16) O2012-1566
Referred [C.J.p. 23330] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221
5437 S Wood St
Thompson (16) O2012-1563
Referred [C.J.p. 23330] Pedestrian and Traffic Safety
Passed [C.J.p. 23793] SO2012-2221

Limitations

W 49th St, at S Cicero Ave
Zalewski (23) O2011-7962
Referred [C.J.p. 7766] Pedestrian and Traffic Safety
Passed [C.J.p. 23799] SO2012-2220
E 52nd St, at S Harper Ave to S Lake Park Ave
Amend
Burns (4) O2012-733
Referred [C.J.p. 21131] Pedestrian and Traffic Safety
Passed [C.J.p. 23805] SO2012-2228
E 93rd St, at S Baltimore Ave
Pope (10) Or2011-916
Referred [C.J.p. 7779] Pedestrian and Traffic Safety
Passed [C.J.p. 23799] SO2012-2220
S Chicago Ave, at S Yates Ave
Hairston (5) O2012-679
Referred [C.J.p. 21132] Pedestrian and Traffic Safety
Passed [C.J.p. 23787] SO2012-1335, SO2012-2218
N Clark St, from N Lincoln Ave to N Wisconsin St
Remove
Smith (43) O2012-317
Referred [C.J.p. 19676] Pedestrian and Traffic Safety
Passed [C.J.p. 23800] SO2012-2222

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PARKING

Limitations

4320 W Fifth Ave		
Chandler (24)		O2011-9680
Referred	[C.J.p. 17164]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23812]	SO2012-2225
S Lake Park Ave, at E Hyde Park Blvd		
Burns (4)		O2012-728
Referred	[C.J.p. 21132]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
S Lake Park Ave, from E 53rd St to E 54th St		
Remove		
Burns (4)		O2012-736
Referred	[C.J.p. 21131]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228

Loading/Standing/Tow Zones

W 122nd Pl, from S Justine St to S Ashland Ave		
Austin (34)		O2011-9425
Referred	[C.J.p. 13735]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
1439 W 18th St		
Solis (25)		O2011-8645
Referred	[C.J.p. 9358]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
W 52nd Pl, at S Harper Ave		
Remove		
Burns (4)		O2012-734
Referred	[C.J.p. 21119]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
3403 W 55th St		
Burke (14)		O2011-8841
Referred	[C.J.p. 12364]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219

PARKING

Loading/Standing/Tow Zones

3044 W 59th St		
Amend		
Burke (14)		O2011-7691
Referred	[C.J.p. 7775]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
823 E 63rd St		
Cochran (20)		O2011-8648
Referred	[C.J.p. 9391]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
W Adams St, at S Hoyne Ave		
Fioretti (2)		O2011-7963
Referred	[C.J.p. 7765]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
W Adams St, at S Central Park		
Ervin (28)		O2012-207
Referred	[C.J.p. 19685]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
3905 S Archer Ave		
Cardenas (12)		O2011-1512
Referred	[C.J.p. 114193]	Traffic
Passed	[C.J.p. 23805]	SO2012-2228
1259 N Ashland Ave		
Moreno (1)		O2011-9422
Referred	[C.J.p. 13724]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
638-650 W Bittersweet Pl		
Amend		
Cappleman (46)		O2011-9431
Referred	[C.J.p. 13736]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
3736 N Broadway		
Cappleman (46)		O2011-9323
Referred	[C.J.p. 12365]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228

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Loading/Standing/Tow Zones

2930 N Campbell Ave
 Moreno (1) O2011-10106
 Referred [C.J.p. 18298] Pedestrian and Traffic Safety
 Passed [C.J.p. 23805] SO2012-2228
 S Central Park Ave, from W Monroe St to W Adams St
 Ervin (28) O2012-205
 Referred [C.J.p. 19685] Pedestrian and Traffic Safety
 Failed to Pass [C.J.p. 23815] SO2012-2219
 2037 W Cermak Rd
 Solis (25) O2011-10214
 Referred [C.J.p. 18299] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218
 4758 S Cicero Ave
 Zalewski (23) O2011-7759
 Referred [C.J.p. 7741] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218
 2338 N Clark St
 Smith (43) O2011-10199
 Referred [C.J.p. 18300] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218
 W Columbia Ave, W Albion Ave, W Loyola. 1200 block
 Moore (49) O2011-10207
 Referred [C.J.p. 18312] Pedestrian and Traffic Safety
 Passed [C.J.p. 23799] SO2012-2220
 W Coyle Ave, at N Western Ave
 Remove
 Silverstein (50) O2011-10246
 Referred [C.J.p. 18315] Pedestrian and Traffic Safety
 Passed [C.J.p. 23805] SO2012-2228
 150 N Dearborn St
 Reilly (42) O2012-400
 Referred [C.J.p. 19659] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218

PARKING

Loading/Standing/Tow Zones

4460 N Elston Ave
 Arena (45) O2011-10089
 Referred [C.J.p. 18300] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218
 6912 N Glenwood Ave
 Moore (49) O2011-10152
 Referred [C.J.p. 18300] Pedestrian and Traffic Safety
 Passed [C.J.p. 23787] SO2012-2218
 1729 N Halsted St
 Smith (43) O2011-10185
 Referred [C.J.p. 18300] Pedestrian and Traffic Safety
 Failed to Pass [C.J.p. 23815] SO2012-2219
 2662 N Halsted St
 Smith (43) O2011-10201
 Referred [C.J.p. 18320] Pedestrian and Traffic Safety
 Passed [C.J.p. 23805] SO2012-2228
 10623-10627 S Halsted St
 Austin (34) O2011-9352
 Referred [C.J.p. 12365] Pedestrian and Traffic Safety
 Passed [C.J.p. 23805] SO2012-2228
 5239 S Harper Ave
 Burns (4) O2011-9687
 Referred [C.J.p. 17158] Pedestrian and Traffic Safety
 Failed to Pass [C.J.p. 23815] SO2012-2219
 S Hermitage Ave. at W 47th St
 Cochran (20) Or2011-965
 Referred [C.J.p. 9395] Pedestrian and Traffic Safety
 Failed to Pass [C.J.p. 23815] SO2012-2219
 410-480 W Irving Park Rd
 Cappleman (46) O2011-9325
 Referred [C.J.p. 12365] Pedestrian and Traffic Safety
 Passed [C.J.p. 23805] SO2012-2228

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PARKING

Loading/Standing/Tow Zones

5058 W Irving Park Rd		
Arena (45)		O2011-10154
Referred	[C.J.p. 18320]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
25 E Jackson Blvd		
Fioretti (2)		O2011-8063
Referred	[C.J.p. 9358]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
4033 S Kedzie Ave		
Burke (14)		O2011-8634
Referred	[C.J.p. 9358]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
1903 S Leavitt St		
Solis (25)		O2011-9299
Referred	[C.J.p. 12346]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
430 S Michigan Ave		
Fioretti (2)		O2011-10225
Referred	[C.J.p. 18319]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
1865 N Milwaukee Ave		
Moreno (1)		O2011-10097
Referred	[C.J.p. 18319]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
4350 N Milwaukee Ave		
Arena (45)		O2011-10227
Referred	[C.J.p. 18320]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
W Monroe St. at S Central Park Ave		
Ervin (28)		O2012-354
Referred	[C.J.p. 19685]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219

PARKING

Loading/Standing/Tow Zones

1935 W North Ave		
Moreno (1)		O2011-10103
Referred	[C.J.p. 18298]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
1818 N Rockwell Ave		
Maldonado (26)		O2011-8806
Referred	[C.J.p. 12346]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
4787 N Rockwell Ave		
Pawar (47)		O2012-302
Referred	[C.J.p. 19659]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
1639 S Wabash Ave		
Fioretti (2)		O2011-10224
Referred	[C.J.p. 18299]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
S Yates Ave, and S Chicago Ave		
Harris (8)		O2012-1063
Referred	[C.J.p. 21131]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23805]	SO2012-2228
6324 W Bryn Mawr Ave		
Amend		
Arena (45)		O2012-1801
Referred	[C.J.p. 23336]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23793]	SO2012-2221

Residential Permit

4700-4744 N Artesian Ave		
Amend and insert Zone No. 92		
Pawar (47)		O2012-2146
Referred	[C.J.p. 23341]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23801]	SO2012-2223

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PARKING

Residential Permit

4652-4744 N Campbell Ave
Amend and insert Zone No. 92
Pawar (47) O2012-2150
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
S Dearborn St, at W 26th St
Dowell (3) Or2012-147
Referred [C.J.p. 23339] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Eastwood Ave, 2400 block thru 2600 block
Amend and insert Zone No. 92
Pawar (47) O2012-2147
Referred [C.J.p. 23341] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Eastwood Ave, 2500 block
Amend and insert Zone No. 92
Pawar (47) O2012-2148
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Eastwood Ave, 2600 block
Amend and insert Zone No. 92
Pawar (47) O2012-2149
Referred [C.J.p. 23341] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
1400-1457 N Harding Ave
Amend
Reboyas (30) O2012-609
Referred [C.J.p. 21141] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
N Hermitage Ave, 4600 block
Remove
Pawar (47) O2012-2137
Referred [C.J.p. 23341] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223

PARKING

Residential Permit

2100-2157 N Karlov Ave
Reboyas (30) Or2012-82
Referred [C.J.p. 21138] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Leland Ave, 1700 block
Amend and insert Zone No. 62
Pawar (47) O2012-2138
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Leland Ave, 2200 block
Amend and insert Zone No. 92
Pawar (47) O2012-2151
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
W Leland Ave, 2400 block thru 2500 block
Amend and insert Zone No. 92
Pawar (47) O2012-2152
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
1817-1970 W Leland Ave
Amend and insert Zone No. 62
Pawar (47) O2012-2136
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
N Paulina St, 4600 block
Amend and insert Zone No. 62
Pawar (47) O2012-2140
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
N Paulina St, 4700 block
Amend and insert Zone No. 62
Pawar (47) O2012-2141
Referred [C.J.p. 23343] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223

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PARKING

Residential Permit

N Paulina St. 4800 block
Amend and insert Zone No. 62
Pawar (47) O2012-2142
Referred [C.J.p. 23343] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
4600-4672 N Winchester Ave
Amend and insert Zone No. 62
Pawar (47) O2012-2139
Referred [C.J.p. 23343] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
4700 block Remove
N Hermitage Ave
Pawar (47) O2012-2143
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
4800 block Remove
N Hermitage Ave
Pawar (47) O2012-2144
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
N Hermitage Ave, 4600 block Amend and insert Zone No. 62
N Hermitage Ave
Pawar (47) O2012-2143
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223
N Hermitage Ave, 4600 block Amend and insert Zone No. 62
N Hermitage Ave
Pawar (47) O2012-2144
Referred [C.J.p. 23342] Pedestrian and Traffic Safety
Passed [C.J.p. 23801] SO2012-2223

PROPERTY

Acquisition

Dept. of Water Management
4015 S Ashland Ave
City water facility to provide water service to residents and businesses
Emanuel (Mayor) O2012-2231
Referred [C.J.p. 23532] Housing
Midway International Airport
6238-6242 S Central Ave
Runway protection zone or runway safety area
Emanuel (Mayor) O2012-1351
Referred [C.J.p. 21240] Aviation
Passed [C.J.p. 23560]

Sale

1625 South Clark St LLC
1600-1616 S Federal St. 1625 S Clark St, 1615-1629 S Federal St. 1612-1630 S Dearborn St and 50 W 17th St
Emanuel (Mayor) O2012-1339
Referred [C.J.p. 21242] Housing
Passed [C.J.p. 23693]
Borrero, Deborah C.
826 W 54th St
Emanuel (Mayor) O2012-2260
Referred [C.J.p. 23531] Housing
Burks, Donald and Bobbie A.
1647 W Marquette Rd
Emanuel (Mayor) O2012-2277
Referred [C.J.p. 23531] Housing
Davis, Kathy L.
3045 W Jackson Blvd
Emanuel (Mayor) O2012-2283
Referred [C.J.p. 23531] Housing
Flores, Ricardo and de Jesus Reyes, Maria
5208 S Marshfield Ave
Emanuel (Mayor) O2012-1340
Referred [C.J.p. 21242] Housing
Passed [C.J.p. 23684]
Karry L. Young Development LLC
1604 S Ridgeway Ave
Emanuel (Mayor) O2012-2276
Referred [C.J.p. 23531] Housing

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PROPERTY

Sale

New Life Covenant S. E. Church
1047 E 76th St, 7611 S Greenwood Ave
Emanuel (Mayor) O2012-2272
Referred [C.J.p. 23531] Housing
Reed, Luetenah
1128 S California Ave
Emanuel (Mayor) SO2012-1337
Referred [C.J.p. 21242] Housing
Passed [C.J.p. 23688]
Reed, Luetenah
1140-1142 S California Ave
Emanuel (Mayor) O2012-1338
Referred [C.J.p. 21242] Housing
Passed [C.J.p. 23690]
Tate, Louise B.
5233 W Monroe St
Emanuel (Mayor) O2012-2285
Referred [C.J.p. 23531] Housing

SPECIAL EVENTS

Fairs & Festivals

Mayor's Office of Special Events
Amendment to Year 2012 Special Events
ordinance regarding ticket sales during Taste of
Chicago
Emanuel (Mayor) O2012-1385
Referred [C.J.p. 21244] Special Events
Passed [C.J.p. 23849]

Issuance

Immaculate Conception Church procession
3800 S California Ave
Apr. 6, 2012
Cardenas (12) Or2012-139
Referred [C.J.p. 23371] Special Events
Passed [C.J.p. 23852]
Our Lady of Tepeyac procession
2235 S Whipple St
Apr. 6, 2012
Cardenas (12) Or2012-161
Referred [C.J.p. 23371] Special Events
Passed [C.J.p. 23853]

STREETS

Closings

6400-6420 S University Ave
Cochran (20) Or2011-984
Referred [C.J.p. 9422] Pedestrian and
Traffic Safety
Passed [C.J.p. 23812] SO2012-2227
Bike the Boulevard Event within the 12th Ward (9th
Annual)
Cardenas (12) Or2012-135
Referred [C.J.p. 23371] Special Events
Passed [C.J.p. 23855]

Weight Limitations

N Ravenswood Ave, to N Ridge Ave from W
Devon Ave to W Peterson Ave
5 tons
O'Connor (40) O2012-285
Referred [C.J.p. 19691] Pedestrian and
Traffic Safety
Passed [C.J.p. 23813] SO2012-2217

TAX INCENTIVES

Class 6(b)

Patriot Development LLC d.b.a. Adelman's Truck
and Equipment Corp.
3033 E 106th St
Pope (10) R2012-266
Referred [C.J.p. 23368] Economic
Adopted [C.J.p. 23675]
Vosges Holdings, Inc.
2900 N Oakley Ave, 2932 N Oakley Ave, 2936 N
Oakley Ave and 2950 N Oakley Ave
Moreno (1) R2012-270
Referred [C.J.p. 23357] Economic
Adopted [C.J.p. 23679]

Class L

400-410 Michigan Real Estate LLC
400-410 N Michigan Ave
Emanuel (Mayor) O2012-2268
Referred [C.J.p. 23525] Finance

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TAX INCREMENT FINANCING DISTRICTS

Midwest T.I.F.

Midwest Tax Increment Financing

Amendment No. 1 to increase total estimate
redevelopment project costs

Emanuel (Mayor) O2012-2234

Referred [C.J.p. 23525] Finance

TRAFFIC

Closed to Traffic

W Glenlake Ave, from N California Ave to N
Mozart St

Silverstein (50) O2012-1030

Referred [C.J.p. 21209] Pedestrian and
Traffic Safety

Passed [C.J.p. 23812] SO2012-2227

Direction

E 52nd Pl, from S Harper Ct to City Access Rd

Remove

Burns (4) O2012-735

Referred [C.J.p. 21133] Pedestrian and
Traffic Safety

Passed [C.J.p. 23791] SO2012-2226

W 84th Pl, from S Hamlin Ave to S Springfield
Ave

One-Way

Lane (18) O2011-6428

Referred [C.J.p. 5625] Pedestrian and
Traffic Safety

Failed to [C.J.p. 23815] SO2012-2219
Pass

W 84th Pl, from 3800 S Hamlin Ave to 3900 S
Springfield Ave

One-Way

Lane (18) O2011-7964

Referred [C.J.p. 7767] Pedestrian and
Traffic Safety

Failed to [C.J.p. 23815] SO2012-2219
Pass

S Karlov Ave. at W 43rd St to W 44th St

One-Way

Burke (14) O2012-344

Referred [C.J.p. 19678] Pedestrian and
Traffic Safety

Passed [C.J.p. 23791] SO2012-2226

TRAFFIC

Direction

S Kedvale Ave. from W 43rd St to W 44th St

One-Way

Burke (14) O2012-350

Referred [C.J.p. 19678] Pedestrian and
Traffic Safety

Passed [C.J.p. 23791] SO2012-2226

S LaSalle St, 8300 block

One-Way

Brookins (21) O2011-10231

Referred [C.J.p. 18315] Pedestrian and
Traffic Safety

Passed [C.J.p. 23791] SO2012-2226

7800-7840 S Sawyer Ave

One-Way

Lane (18) O2011-9310

Referred [C.J.p. 12361] Pedestrian and
Traffic Safety

Failed to [C.J.p. 23815] SO2012-2219
Pass

One-Way

W Court Pl, from N Desplaines

Remove

Burnett (27) O2011-859

Referred [C.J.p. 112644] Traffic

Passed [C.J.p. 23791] SO2012-2226

W Coyle Ave. at N Western Ave

Amend

Silverstein (50) O2011-10236

Referred [C.J.p. 18315] Pedestrian and
Traffic Safety

Passed [C.J.p. 23791] SO2012-2226

6400-6500 S Justine St. 6600 S Justine St

Southbound

Thomas (17) Or2011-27

Referred [C.J.p. 111480] Traffic

Failed to [C.J.p. 23815]

Pass

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TRAFFIC

Signs

E 100th St, at S Hoyne Ave		
Two-Way Stop		
O'Shea (19)	O2011-8833	
Referred [C.J.p. 12367]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W 108th St, at S Trumbull Ave		
Stop		
O'Shea (19)	O2012-79	
Referred [C.J.p. 19686]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W 44th St, at S Christiana Ave		
Two-Way Stop		
Burke (14)	Or2011-1124	
Referred [C.J.p. 17186]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W 52nd St, at S Campbell Ave		
One-Way Stop		
Burke (14)	Or2011-1057	
Referred [C.J.p. 12368]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W 54th St, at S Tripp Ave		
Stop		
Zalewski (23)	Or2012-136	
Referred [C.J.p. 23349]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W 77th St, at S Springfield Ave		
Remove		
Lane (18)	Or2011-1037	
Referred [C.J.p. 12371]	Pedestrian and Traffic Safety	
Failed to Pass [C.J.p. 23815]	SO2012-2219	
W 95th St, at S Loomis Ave		
Do Not Enter		
Brookins (21)	Or2011-41	
Referred [C.J.p. 111487]	Traffic	
Failed to Pass [C.J.p. 23815]	SO2012-2219	

TRAFFIC

Signs

W 95th St, at S Loomis Ave		
No Left Turn		
Brookins (21)	Or2011-42	
Referred [C.J.p. 111487]	Traffic	
Passed [C.J.p. 23812]	SO2012-2227	
S Artesian Ave, at W 53rd St		
One-Way Stop		
Burke (14)	Or2011-1058	
Referred [C.J.p. 12368]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
N Bissell St, at W Willow St		
Two-Way/All Way Stop		
Smith (43)	Or2011-1163	
Referred [C.J.p. 18322]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
S Campbell Ave, at W 54th St		
Stop		
Burke (14)	Or2011-1022	
Referred [C.J.p. 9393]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
S Canal St, E 24th St, W 24th St		
Four-Way Stop		
Solis (25)	Or2011-1167	
Referred [C.J.p. 18322]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23809]	SOr2012-186	
W Douglas Blvd, at N Lawndale Ave		
Two-Way		
Chandler (24)	Or2012-64	
Referred [C.J.p. 19687]	Pedestrian and Traffic Safety	
Failed to Pass [C.J.p. 23815]	SO2012-2219	
840 W Grand Ave		
Remove		
Burnett (27)	O2012-372	
Referred [C.J.p. 19690]	Pedestrian and Traffic Safety	
Passed [C.J.p. 23787]	SO2012-2218	

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TRAFFIC

Signs

1035 W Grand Ave		
Burnett (27)		Or2012-56
Referred	[C.J.p. 19689]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
314 S Halsted St		
Amend		
Burnett (27)		O2012-197
Referred	[C.J.p. 19690]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
N Ionia Ave. at N Jean Ave		
One-Way Stop		
O'Connor (41)		Or2011-1040
Referred	[C.J.p. 12369]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23809]	SOr2012-186
N Kedzie Ave from W Diversey Ave to W George Ave		
Parking Restriction Remove		
Colón (35)		Or2012-53
Referred	[C.J.p. 19690]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
S Kedzie Ave. at W 83rd St		
Remove		
Lane (18)		Or2011-1161
Referred	[C.J.p. 18324]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
N Leoti Ave. at N Wildwood Ave		
Two-Way Stop		
O'Connor (41)		Or2011-1043
Referred	[C.J.p. 12369]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23809]	SOr2012-186
1072 N Milwaukee Ave		
Amend		
Burnett (27)		O2012-199
Referred	[C.J.p. 19690]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218

TRAFFIC

Signs

W Ohio St, between N Clark St and N Dearborn St		
Remove, Charter Bus Stop		
Reilly (42)		O2011-9643
Referred	[C.J.p. 17167]	Pedestrian and Traffic Safety
Failed to Pass	[C.J.p. 23815]	SO2012-2219
836 W Randolph St		
Burnett (27)		Or2012-55
Referred	[C.J.p. 19689]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
902 W Randolph St		
Burnett (27)		Or2012-54
Referred	[C.J.p. 19689]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
N Ravenswood Ave, at W Peterson Ave		
No Turn On Red		
O'Connor (40)		Or2012-63
Referred	[C.J.p. 19688]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23811]	SO2012-2229
11722 S Western Ave		
Handicapped Parking Remove		
O'Shea (19)		O2012-321
Referred	[C.J.p. 19690]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23787]	SO2012-2218
N Wildwood Ave, at N Ionia Ave		
Two-Way Stop		
O'Connor (41)		Or2011-1041
Referred	[C.J.p. 12369]	Pedestrian and Traffic Safety
Passed	[C.J.p. 23809]	SOr2012-186

TRIBUTES

Barty, Frank Lee		
Dowell (3)		R2012-371
Adopted	[C.J.p. 23866]	
Baltermann, Lee		
Burke (14)		R2012-386
Adopted	[C.J.p. 23881]	

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TRIBUTES

Banks, Lacy J.
 Emanuel (Mayor) R2012-364
 Adopted [C.J.p. 23858]
 Batinich, Steve
 Quinn (13) R2012-382
 Adopted [C.J.p. 23878]
 Bergstrom, Ingrid E.
 Laurino (39) R2012-447
 Adopted [C.J.p. 23944]
 Boutte, Sr., Alvin
 Burke (14) R2012-387
 Adopted [C.J.p. 23882]
 Cavell Van Etten Osgood, Ruth
 Burke (14) R2012-406
 Adopted [C.J.p. 23901]
 Chacha, Munshi
 Laurino (39) R2012-448
 Adopted [C.J.p. 23945]
 Covey, Jr., Frank M.
 Burke (14) R2012-388
 Adopted [C.J.p. 23883]
 Daley, Veronica Marie
 Lane (18) R2012-430
 Adopted [C.J.p. 23925]
 De La Madrid Hurtado, (Hon.) Miguel
 Burke (14) R2012-394
 Adopted [C.J.p. 23889]
 Dean, Jr., Howard M.
 Burke (14) R2012-389
 Adopted [C.J.p. 23884]
 Dombrowski, Caroline M.
 Tunney (44) R2012-463
 Adopted [C.J.p. 23960]
 Erde, Frank
 Laurino (39) R2012-449
 Adopted [C.J.p. 23946]
 Frazier, Marvin A.
 Jackson (7) R2012-376
 Adopted [C.J.p. 23871]
 Ganat, (Hon.) Abner S.
 Burke (14) R2012-390
 Adopted [C.J.p. 23884]

TRIBUTES

Heller, David B.
 Burke (14) R2012-391
 Approved [C.J.p. 23886]
 Hibbler, (Hon.) William J.
 Burke (14) R2012-392
 Adopted [C.J.p. 23887]
 Hoffman, Wayne
 Burke (14) R2012-393
 Adopted [C.J.p. 23888]
 Jackson, (Sr.) John Anderson
 Dowell (3) R2012-372
 Adopted [C.J.p. 23867]
 Jackson, Elizabeth
 Cochran (20) R2012-436
 Adopted [C.J.p. 23932]
 Jensen, (Hon.) Milton
 Burke (14) R2012-395
 Adopted [C.J.p. 23890]
 Johnson, Melvin
 Burke (14) R2012-396
 Adopted [C.J.p. 23891]
 Jones, Claude
 Foulkes (15) R2012-429
 Adopted [C.J.p. 23924]
 Kaechele, Albert Karl
 Laurino (39) R2012-450
 Adopted [C.J.p. 23946]
 Kendrigan, James T.
 Laurino (39) R2012-451
 Adopted [C.J.p. 23947]
 Larkin, (Dr.) Emmet
 Burke (14) R2012-397
 Adopted [C.J.p. 23892]
 Leonard, Sheila
 Burke (14) R2012-398
 Adopted [C.J.p. 23893]
 Lucas, Robert Lewis
 Dowell (3) R2012-373
 Adopted [C.J.p. 23868]
 Lucchesi, Frank D.
 Burke (14) R2012-399
 Adopted [C.J.p. 23894]

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TRIBUTES

Mark, Norman
 Burke (14) R2012-400
 Adopted [C.J.p. 23895]
 Martinez, (Marine Corpl.) Alex
 Burke (14) R2012-401
 Adopted [C.J.p. 23896]
 May, Willie E.
 Burke (14) R2012-402
 Adopted [C.J.p. 23897]
 McCullough, (Sr.) Ernest Lynwood
 Brookins (21) R2012-437
 Adopted [C.J.p. 23934]
 Mims, Ruth Patricia Lawery Pettus
 Lane (18) R2012-431
 Adopted [C.J.p. 23926]
 Moore, Randy
 Brookins (21) R2012-438
 Adopted [C.J.p. 23935]
 Nicholson, Odas
 Burke (14) R2012-403
 Adopted [C.J.p. 23898]
 O'Malley, John E.
 Burke (14) R2012-404
 Adopted [C.J.p. 23899]
 O'Rourke, (Rev.) Kevin
 Burke (14) R2012-405
 Adopted [C.J.p. 23900]
 Puccio, Thomas P.
 Burke (14) R2012-407
 Adopted [C.J.p. 23902]
 Quinn, (Jr.) John M.
 Quinn (13) R2012-383
 Adopted [C.J.p. 23879]
 Reddick, Sarah Louise
 Austin (34) R2012-442
 Adopted [C.J.p. 23938]
 Roche, Madeline F.
 Laurino (39) R2012-452
 Adopted [C.J.p. 23948]
 Ross, Annie B.
 Brookins (21) R2012-439
 Adopted [C.J.p. 23936]

TRIBUTES

Schmitz, Fredrick C.
 Tunney (44) R2012-464
 Adopted [C.J.p. 23960]
 Sharpton, Ada
 Burke (14) R2012-408
 Adopted [C.J.p. 23903]
 Shenouda, III, Pope
 Burke (14) R2012-409
 Adopted [C.J.p. 23904]
 Shepard, Sharon Linick
 Osterman (48) R2012-465
 Adopted [C.J.p. 23961]
 Spencer, (Hon.) Charles William
 Burke (14) R2012-410
 Adopted [C.J.p. 23905]
 Strocchia, Frank L.
 Burke (14) R2012-411
 Adopted [C.J.p. 23906]
 Tyre, Roger Neil
 Laurino (39) R2012-453
 Adopted [C.J.p. 23948]
 Valkan, Nicholas T.
 Burke (14) R2012-413
 Adopted [C.J.p. 23908]
 Valkan, Nicholas T.
 Fioretti (2) R2012-370
 Adopted [C.J.p. 23864]
 Verschoren, Virginia
 Quinn (13) R2012-384
 Adopted [C.J.p. 23879]
 Vorel, Robert E., Sr.
 Burke (14) R2012-414
 Adopted [C.J.p. 23909]
 Wallace, Mike
 Burke (14) R2012-415
 Adopted [C.J.p. 23910]
 Wallin, Dorothy B.
 Osterman (48) R2012-466
 Adopted [C.J.p. 23962]
 Warmack, Jacqueline Laverne
 Jackson (7) R2012-377
 Adopted [C.J.p. 23872]

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TRIBUTES

Wasserman, David
Laurino (39) R2012-454
Adopted [C.J.p. 23949]
Wyatt, (Rev.) Addie
Burke (14) R2012-416
Adopted [C.J.p. 23911]
Wyatt, (Rev.) Addie
Emanuel (Mayor) R2012-365
Adopted [C.J.p. 23859]
Wyatt, (Rev.)(Dr.) Addie L.
Harris (8) R2012-379
Adopted [C.J.p. 23874]

UNITED STATES GOVT.

Urged U.S. Military Academy in West Point to erect
monument commemorating Ronan, (Ensign) George
Burke (14) R2012-427
Adopted [C.J.p. 23922]

ZONING RECLASSIFICATIONS

Map No. 1-H

2206 W Erie LLC
2206 W Erie St
App No. 17467, RS3 to RT4
Mendoza (Clerk) O2012-2198
Referred [C.J.p. 23544] Zoning
ecoLuxe LLC c/o Law Offices of Samuel VP Banks
532-534 N Hermitage Ave
App No. 17464, RS3 to RT4
Mendoza (Clerk) O2012-2195
Referred [C.J.p. 23538] Zoning

Map No. 2-G

1352 West Taylor LLC
1352 W Taylor St
App No. 17479, RT4 to B3-3
Mendoza (Clerk) O2012-2211
Referred [C.J.p. 23543] Zoning

Map No. 3-H

Golin Family Trust
1366 N Milwaukee Ave
App No. 17460, B3-2 to C1-2
Mendoza (Clerk) O2012-2191
Referred [C.J.p. 23539] Zoning

ZONING RECLASSIFICATIONS

Map No. 5-F

Robertson, Andrew and Anna
516 W Webster Ave, 550 W Webster Ave, 2159 N
Lincoln Ave
App No. 17480, RBPD No. 84 to RM5 then to
RBPD No. 84 as amended
Mendoza (Clerk) O2012-2212
Referred [C.J.p. 23542] Zoning

Map No. 5-G

2034-2038 N Sheffield LLC
2034-2038 N Sheffield Ave
App No. 17453, RM4.5 to RT4
Mendoza (Clerk) O2012-2184
Referred [C.J.p. 23544] Zoning

Children's Memorial Hospital
2301-2417 N Lincoln Ave, 2316-2346 N Lincoln
Ave, 2400-2458 N Halsted St and various
additional addresses
App No. 17473, IPD No. 158 to IPD No. 158 then
to B3-3

Mendoza (Clerk) O2012-2204
Referred [C.J.p. 23538] Zoning
Fitzsimmons Surgical Supply, Inc.

1906 N Halsted St
App No. 17456, RT4 to B1-1
Mendoza (Clerk) O2012-2187
Referred [C.J.p. 23538] Zoning

Map No. 6-K

Ramirez, Ana
2323 S Kostner Ave
App No. 17459, RS3 to RT4
Mendoza (Clerk) O2012-2190
Referred [C.J.p. 23541] Zoning

Map No. 7-G

1042 W Wrightwood LLC
1042 W Wrightwood Ave
App No. 17452, RM4.5 to RT4
Mendoza (Clerk) O2012-2183
Referred [C.J.p. 23543] Zoning

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ZONING RECLASSIFICATIONS

Map No. 7-G

2731 North Wilton Condo Assn., The
2731 N Wilton Ave
App No. 17450, RM4.5 to RT4
Mendoza (Clerk) O2012-2181
Referred [C.J.p. 23544] Zoning

829 West Wrightwood Condo Assn.
829 W Wrightwood Ave
App No. 17451, RM4.5 to RT4
Mendoza (Clerk) O2012-2182
Referred [C.J.p. 23543] Zoning

Children's Memorial Hospital
2301-2417 N Lincoln Ave, 2316-2346 N Lincoln
Ave, 2400-2458 N Halsted St and various
additional addresses
App No. 17473, IPD No. 158 to IPD No. 158 then
to B3-3
Mendoza (Clerk) O2012-2204
Referred [C.J.p. 23538] Zoning

Kozlowski, Eric
1253 W Wrightwood Ave
App No. 17454, M1-2 to RT4
Mendoza (Clerk) O2012-2185
Referred [C.J.p. 23540] Zoning

Map No. 7-I

1815 West Division LLC
1811-1825 W Division St, 1141-1157 N Honore St
App No. 17478, B3-2 to B3-3
Mendoza (Clerk) O2012-2210
Referred [C.J.p. 23543] Zoning

Map No. 7-K

Nodarse Family LLC
4448 W Diversey Ave
App No. 17474, B1-2 to C1-1
Mendoza (Clerk) O2012-2206
Referred [C.J.p. 23540] Zoning

ZONING RECLASSIFICATIONS

Map No. 9-J

Northeastern Illinois University, Board of Trustees
3400 N Avondale Ave, 3355 N Drake Ave, 3388 N
Avondale and various additional addresses
App No. 17477, C3-1 to M1-1 to M3-1 to C3-3
then to IPD

Mendoza (Clerk) O2012-2209
Referred [C.J.p. 23540] Zoning

Map No. 11-H

4113 N Western LLC c/o Law Offices of Samuel
VP Banks
4113 N Western Ave
App No. 17465, B3-2 to B3-3
Mendoza (Clerk) O2012-2196
Referred [C.J.p. 23545] Zoning

Ger Development Corp.
4416 N Winchester Ave
App No. 17455, RS3 to RT4
Mendoza (Clerk) O2012-2186
Referred [C.J.p. 23539] Zoning

Map No. 12-D

Lake Park Assoc., Inc.
1539 E 53rd St
App No. 17476, B1-3 to B3-3
Mendoza (Clerk) O2012-2208
Referred [C.J.p. 23539] Zoning

Map No. 12-I

55th and K LLC
3136-3142 W 55th St
App No. 17466, RS3 to B3-1
Mendoza (Clerk) O2012-2197
Referred [C.J.p. 23543] Zoning

Map No. 12-J

United Neighborhood Organization, an Illinois not
for profit corp.
3400-3500 W 51st St
App No. 17472, RT4 to PD
Mendoza (Clerk) O2012-2203
Referred [C.J.p. 23542] Zoning

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ZONING RECLASSIFICATIONS

Map No. 13-H

1952 Lawrence Avenue LLC

1952 W Lawrence Ave

App No. 17471, B1-2 to B1-3

Mendoza (Clerk)

O2012-2202

Referred [C.J.p. 23544]

Zoning

Map No. 13-I

Linc-West LLC

4904-4910 N Western Ave, 4879 N Lincoln Ave

App No. 17461, RT4 to B1-1

Mendoza (Clerk)

O2012-2192

Referred [C.J.p. 23539]

Zoning

Map No. 13-L

Milwaukee Foster LLC

5240 N Milwaukee Ave

App No. 17462, M1-1 to C1-1

Mendoza (Clerk)

O2012-2193

Referred [C.J.p. 23540]

Zoning

Map No. 14-H

Parker, Elora

6223 S Seeley Ave

App No. 17457, RS3 to RT4

Mendoza (Clerk)

O2012-2188

Referred [C.J.p. 23541]

Zoning

Map No. 15-I

Wolkkowicki, Lev

3016 W Peterson Ave

App No. 17475, B2-3 to B3-1

Mendoza (Clerk)

O2012-2207

Referred [C.J.p. 23542]

Zoning

Map No. 15-M

Roasado, Angelo and Luz

6202-6206 W Norwood Ave

App No. 17470, RT4 to RM5.5

Mendoza (Clerk)

O2012-2201

Referred [C.J.p. 23541]

Zoning

ZONING RECLASSIFICATIONS

Map No. 18-H

Williams-Wright, Debora Y.

7847 S Winchester Ave

App No. 17469, RS3 to RT4

Mendoza (Clerk)

O2012-2200

Referred [C.J.p. 23542]

Zoning

Map No. 18-J

AGH Food Liquor, Inc.

3215 W 71st St

App No. 17468, B1-1 to C1-1

Mendoza (Clerk)

O2012-2199

Referred [C.J.p. 23536]

Zoning

Map No. 20-I

Cash America, Inc. of Illinois d.b.a Cash Jewelry
and Loan of Chicago

7900 S Western Ave

App No. 17463, B1-1 to B3-1

Mendoza (Clerk)

O2012-2194

Referred [C.J.p. 23537]

Zoning

Map No. 22-H

Fischer, Gregory

9023 S Beverly Ave, 9016-9030 S Hermitage Ave

App No 17458, RS2 to C1-1

Mendoza (Clerk)

O2012-2189

Referred [C.J.p. 23538]

Zoning