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COPY

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

Regular Meeting -- Wednesday, July 24, 2013

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, July 24, 2013

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Attendance At Meeting.

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

Absent -- Alderman P. O'Connor.

Call To Order.

On Wednesday, July 24, 2013 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Bishop Vesta Dixon of the Evening Star MB Church opened the meeting with a prayer.

Rules Suspended -- REPORT OF COMMITTEE ON COMMITTEES, RULES AND ETHICS.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the report of the Committee on Committees, Rules and Ethics. The motion *Prevailed.*

COMMITTEE ON COMMITTEES RULES AND ETHICS.

APPOINTMENT OF DEBORAH L. MELL AS ALDERMAN OF 33RD. WARD.

[A2013-92]

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having under consideration a communication introduced by Mayor Rahm Emanuel appointing Deborah L. Mell as the Alderman of the 33rd Ward of the City of Chicago, begs leave to recommend that Your Honorable Body *Approve* the appointment which is transmitted herewith.

The recommendation was concurred in by a viva voce vote of the members of the Committee on July 24, 2013.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice-Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Deborah L. Mell as Alderman of the 33rd Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Austin, Colón, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Cappleman, Pawar, Osterman, Moore, Silverstein -- 43.

Nays -- Alderman Fioretti - 1.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, invited Deborah L. Mell to the Clerk's rostrum. The Honorable Mary Colleen Roberts, Circuit Judge, Criminal Division of the Circuit Court of Cook County, administered the oath of office to the Honorable Deborah L. Mell as newly appointed Alderman of the 33rd Ward.

The Sergeant-at-Arms then escorted Alderman Mell to her City Council seat.

After being escorted from the Clerk's rostrum to the chair of the 33rd Ward, Alderman Mell rose and expressed her gratitude to Mayor Emanuel and the members of the City Council for their confidence and support on her appointment. Declaring her enthusiasm and pride to serve the residents of the 33rd Ward and the people of Chicago, Alderman Mell pledged to work tirelessly and passionately on their behalf and on behalf of the people of Chicago.

The oath of office of Alderman Deborah L. Mell was *Placed on File* in the Office of the City Clerk.

[F2013-41]

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- GRATITUDE EXTENDED TO CHICAGO FIRE DEPARTMENT CAPTAIN ALFRED KIEFER FOR HEROIC LIFE-SAVING RESCUE.

[R2013-693]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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, In the pre-dawn stillness of May 29, 2013, the Chicago Fire Department suddenly received a report of a fire in the 2700 Block of North Kenmore Avenue; and

WHEREAS, Moments later, as Battalion 5 rushed to the scene, Chief Tom Gustafson was notified of the possibility that a person was trapped in a bedroom on the building's first floor; and

WHEREAS, Battalion 5 arrived at a four-story residential building engulfed by heavy black smoke billowing out of the rear doorway. Chief Gustafson spotted a man in the alley, who informed the chief that his roommate was indeed trapped inside the structure; and

WHEREAS, Chief Gustafson, upon confirming this information, radioed Captain Alfred Kiefer of Engine 55, requesting that a hose line be extended to the rear of the building and stressing the urgent need for a rescue attempt; and

WHEREAS, Captain Kiefer immediately rushed down the smoke-filled alley in protective gear, heading to the rear doorway with no hesitation and no assistance; and

WHEREAS, Captain Kiefer entered the doorway and crawled through searing heat and choking smoke into the apartment, where he was able to establish voice contact with the victim trapped inside; and

WHEREAS, As firefighters outside worked to douse the structure with water, Captain Kiefer instructed the victim to keep talking as he calmly made his way towards the man's voice, heroically persisting despite the smoke and the heat; and

WHEREAS, Soon Captain Kiefer emerged from the smoldering building with the victim, just as his comrades directed water to attack the flames. He transferred the victim to emergency medical teams at the scene, who performed stabilizing treatment and took the man to the hospital; and

WHEREAS, Due to the admirable leadership of Chief Gustafson, the tenacious efforts of Battalion 5 and medical responders, and the tremendous bravery and composure of Captain Kiefer, a potentially deadly fire was subdued with no loss of life; and

WHEREAS, Captain Kiefer and the rest of Battalion 5 demonstrated commendable valor in performing their duties at the highest level and upholding the exemplary traditions of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of July 2013, do hereby honor Captain Alfred Kiefer of the City of Chicago Fire Department for his skillful, courageous rescue; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Captain Alfred Kiefer, 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 Fioretti, Balcer, Sposato and M. O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 a grateful city, extended appreciation to Captain Alfred Kiefer of the Chicago Fire Department for his heroic actions. Lauding the brave response by Captain Kiefer who rushed into a burning building despite hazardous conditions to save the life of a victim trapped inside, Mayor Emanuel observed that such selfless dedication to the safety of others resonates deep within the members of the Chicago Fire Department. Identifying the professionalism, training and discipline necessary to perform such a rescue, Mayor Emanuel praised Captain Kiefer and expressed gratitude to the men and women of our city's uniformed services who on a daily basis confront life-threatening and challenging situations in answering the call to duty. Mayor Emanuel then invited Captain Alfred Kiefer to the Mayor's rostrum where he expressed his personal thanks and presented him with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO CHICAGO BLACKHAWKS ON WINNING 2013 STANLEY CUP.

[R2013-694]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution honoring the Chicago Blackhawks.

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 2013 Chicago Blackhawks stormed out of the gate, overwhelming their National Hockey League opponents, captivating the people of Chicago and garnering worldwide attention by recording at least one point in the standings in each of their first 24 games, a record-setting streak in which the team's three shootout losses were more than offset by a remarkable tally of 21 victories; and

WHEREAS, The Blackhawks never let up as the season progressed, winning the Presidents' Trophy by finishing with a league-leading record of 36 wins, 7 defeats and 5 overtime losses for a total of 77 points; and

WHEREAS, The countless highlights of the Blackhawks' shortened regular season included their 5-2 victory over the defending champion Los Angeles Kings on February 17, a win powered by the stellar two-way play of defensemen Duncan Keith and Brent Seabrook; their March 3 shootout victory over the team's rival, the Detroit Red Wings, a game in which superstar forward Patrick Kane rescued Chicago's point streak by scoring both the tying goal with 2:01 remaining in regulation time and the only goal in the shootout; and their league-leading 2.02 goals-against average, a testament to the great talent and skill of the team's goaltenders, Corey Crawford and Ray Emery; and

WHEREAS, The Blackhawks entered their first round playoff series against the Minnesota Wild with One Goal -- to capture the most storied trophy in all of sports, the Stanley Cup, for the second time in four seasons and the 5th time in franchise history; and

WHEREAS, After making quick work of the Wild, the Blackhawks found themselves in an epic battle with the Red Wings, which they survived by winning the final three games of the seven-game series, capping their furious comeback with a thrilling 2-1 overtime win in Game 7 at the United Center; and

WHEREAS, Rather than succumbing to exhaustion following the brutal Red Wings series, the Blackhawks kept their eyes firmly on the prize, dispatching the Kings four games to one in the Western Conference Finals to earn a date with the Boston Bruins in the Stanley Cup Finals; and

WHEREAS, This Stanley Cup Finals matchup was special from the outset, as it represented the first time in 34 years that two of the Original Six NHL teams, the Boston Bruins, Chicago Blackhawks, Detroit Red Wings, Montreal Canadiens, New York Rangers and the Toronto Maple Leafs, met for the championship; and

WHEREAS, The Blackhawks and Bruins treated hockey lovers everywhere to an instant classic series, beginning with a nail-biting triple-overtime affair in Game 1 -- the fifth longest game in Stanley Cup Finals history -- that finally ended in the wee hours of the morning when forward Dave Bolland tipped a shot by defenseman Mical Rozsival off of forward Andrew Shaw's leg and past Boston's goalkeeper, giving the Hawks a 4-3 victory; and

WHEREAS, Games 2 through 5 of the Finals somehow maintained the intensity of Game 1, with every line on both teams displaying dazzling strength, speed, and stamina as they split the four meetings, setting up a potentially decisive Game 6 in Boston; and

WHEREAS, The Blackhawks and the Bruins went all out yet again in Game 6, which reached the final 76 seconds with Boston clinging to a 2-1 lead; and

WHEREAS, At this moment, just when Game 7 seemed inevitable, the Hawks shocked the Bruins -- and the world -- by scoring not once, but twice, in the span of 17 miraculous seconds -- first, Hawks stalwart captain Jonathan Toews fed the puck to winger Bryan Bickel, who blasted it home to tie the score, then defenseman Johnny Oduya fired a shot that careened off the post to center Dave Bolland, who poked it past Boston's goalkeeper to give Chicago the lead with less than a minute to play; and

WHEREAS, The Blackhawks held that lead through the final horn, setting off delirious celebrations both on the ice in Boston and in the homes, streets, and taverns of our City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of July 2013, do hereby congratulate the Blackhawks players, their first-class coach, Joel Quenneville, and his assistants, and the team's management and support personnel on winning the 2013 Stanley Cup; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Chicago Blackhawks as a sign of our esteem and good wishes.

On motion of Alderman Burke, seconded by Aldermen Fioretti, Balcer, Cárdenas, O'Shea, Burnett, Reboyras, Sposato and Reilly, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 and the State of Illinois, extended congratulations to the Chicago Blackhawks on winning the 2013 National Hockey League Stanley Cup. Mayor Emanuel also thanked the entire Chicago Blackhawks organization for their commitment to the City of Chicago and the metropolitan area over its rich and distinguished history. Throughout the season the players were the model of discipline, teamwork, and dedication, the Mayor exclaimed, and their stellar and thrilling performance during the playoff series ignited an international "hockey bug". "The City of Big Shoulders stood shoulder-to-shoulder in support of the team", the Mayor continued, and a unified sense of excitement, enthusiasm and pride echoed throughout the cultural mosaic of Chicago's neighborhoods as their hometown heroes captured the Stanley Cup. Mayor Emanuel then invited John McDonough, President and Chief Executive Officer, Jay Blunk, Executive Vice-President, Stan Bowman, Vice-President and General Manager, Norm Maciver, Assistant General Manager and Chris Werner, Vice-President of Ticket Operations to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Referred -- REAPPOINTMENT OF DANIEL E. ARCE AS MEMBER LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2013-84]

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

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Daniel E. Arce as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF STEVEN L. MILFORD AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2013-85]

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

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Steven L. Milford as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF SUELLEN G. HURT, AYESHA A. KARIM AND JUDY MINOR-JACKSON AS MEMBERS OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2013-86]

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

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Suellen G. Hurt, Ayesha A. Karim and Judy Minor-Jackson as members of Special Service Area Number 42, the 71st/Stony Commission, for terms effective immediately and expiring April 11, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF WILL HORTON AND SCOTT ONQUE AS MEMBERS OF SOUTH SHORE/EXCHANGE COMMISSION (SPECIAL SERVICE AREA NO. 49).

[A2013-87]

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

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Will Horton and Scott Onque as members of Special Service Area Number 49, the South Shore/Exchange Commission, for terms effective immediately and expiring July 28, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF BARBARA T. BOWMAN AS MEMBER OF CHICAGO PUBLIC LIBRARY BOARD.

[A2013-90]

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 the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have appointed Barbara T. Bowman as a member of the Chicago Public Library Board for a term effective immediately and expiring June 30, 2014, to complete the unexpired term of Julia Zhu, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF RUSSELL F. CARLSON AND JULIA M. NOWICKI AS MEMBERS OF BOARD OF ETHICS.

[A2013-91]

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 Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Russell F. Carlson and Julia M. Nowicki as members of the Board of Ethics for terms effective immediately and expiring July 31, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF DONALD J. EDWARDS AS COMMISSIONER OF CHICAGO PARK DISTRICT.

[A2013-89]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have appointed Donald J. Edwards as a commissioner of the Chicago Park District for a term effective immediately and expiring June 30, 2018 to succeed Rouhy J. Shalabi, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF AVIS LA VELLE AS COMMISSIONER OF CHICAGO PARK DISTRICT.

[A2013-88]

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 Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Avis La Velle as a commissioner of the Chicago Park District for a term effective immediately and expiring April 25, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

REFERRED -- AMENDMENT OF TITLES 2, 4, 8, 9, 10, 15 AND 17 OF MUNICIPAL CODE REGARDING FIREARMS.

(O2013-[illegible])

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police and the Corporation Counsel, I transmit herewith an ordinance amending various provisions of the Municipal Code regarding firearms.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTER 8-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 8-4-350 REGARDING FIREARM VIOLATIONS IN PROXIMITY TO TRANSPORTATION FACILITIES.

[O2013-5527]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith, together with Alderman Dowell and Alderman Osterman, an ordinance amending the Municipal Code regarding firearm violations in proximity to transportation facilities.

Your favorable consideration of this ordinance will be appreciated

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 17-3, 17-4, 17-8, 17-10 AND 17-13 OF MUNICIPAL CODE REGARDING TRANSIT-ORIENTED DEVELOPMENT.

[O2013-5995]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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 amending the zoning code regarding transit-oriented development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INDUCEMENT LANGUAGE FOR 2014 WATER AND WASTEWATER REVENUE BONDS.

[O2013-5756]

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

July 24, 2013.

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 inducement language for 2014 Water and Wastewater Revenue Bonds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING FUNDS FOR PARK EXPANSION AND IMPROVEMENTS TO PLAYGOUND EQUIPMENT AT MONTGOMERY A. WARD PARK.

[O2013-5692]

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

July 24, 2013.

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 Chicago Park District for the provision of Tax Increment Financing funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH VIENNA BEEF COMPANY FOR REHABILITATION OF MANUFACTURING FACILITY AT 1000 W. PERSHING RD.

[O2013-5993]

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

July 24, 2013.

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 Redevelopment Agreement with the Vienna Beef Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF YEAR 2013 APPROPRIATION, LEVY AND SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 33.

[O2013-5888]

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

July 24, 2013.

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 amending the budget and authorizing a Service Provider Agreement for Special Service Area Number 33.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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

[O2013-5994]

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

July 24, 2013.

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 amending the permissible uses for the North Pullman TIF District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF 2013 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2013-5523]

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

July 24, 2013.

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.

Referred -- USE AGREEMENT WITH EXTENET SYSTEMS, INC. FOR CONSTRUCTION AND INSTALLATION OF CONDUIT, FIBER AND NODE FACILITIES IN PUBLIC WAYS.

[O2013-5621]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation and the Chief Information Officer, I transmit herewith an ordinance authorizing the execution of an agreement with ExteNet.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR EXTENSION OF TERMS OF SEWER EASEMENT.

[O2013-5798]

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

July 24, 2013.

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 the execution of an intergovernmental agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ACCEPTANCE OF BID OF ALPHA BAKING COMPANY, INC. FOR PURCHASE OF BOARD OF EDUCATION OF CHICAGO PROPERTY AT 5051 W. POLK ST. FOR EXPANSION OF BAKERY AND INDUSTRIAL PLANT.

[O2013-5737]

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

July 24, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Board of Education, I transmit herewith an ordinance authorizing a sale of property located at 5051 West Polk Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

REFERRED -- SALE OF CITY-OWNED PROPERTIES.

[O2013-[illegible]; O2013-[illegible]; O2013-[illegible]; O2013-[illegible];
O2013-[illegible]; O2013-[illegible]; O2013-[illegible];
O2013-[illegible]; O2013-[illegible]; O2013-[illegible];
O2013-[illegible]; O2013-[illegible]; O2013-[illegible]]

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

July 24, 2013.

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 -- CONVEYANCE OF CITY-OWNED PROPERTIES FOR TROUBLED BUILDINGS INITIATIVE AND MICRO MARKET RECOVERY PROGRAMS.

[O2013-5959, O2013-5973, O2013-5978]

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

July 24, 2013.

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 conveyance of vacant properties for the Troubled Buildings Initiative and Micro Market Recovery Programs.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- EXECUTION OF LEASE AGREEMENTS.

[O2013-5524, O2013-5525, O2013-5526]

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

July 24, 2013.

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 agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUND FOR CREATION OF PARK SPACES AT VARIOUS LOCATIONS.

[O2013-5914, O2013-5930, O2013-5943]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 2013.

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 expenditure of Open Space Impact Fee funds.

Your favorable consideration of these ordinances 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 -- AMENDMENT NO. 2 TO ENGLEWOOD MALL TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[F2013-38]

A communication from Crystal Maher, Senior Counsel, Department of Law, under the date of June 28, 2013, transmitting Amendment Number 2 to the Englewood Mall Tax Increment Financing Redevelopment Project and Plan, which was *Placed on File*.

Placed On File -- AMENDMENT NO. 2 TO 105TH ST. AND VINCENNES AVE. TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[F2013-37]

A communication from William A. Nyberg, Assistant Corporation Counsel, Department of Law, under the date of June 28, 2013, transmitting Amendment Number 2 to 105th Street and Vincennes Avenue Tax Increment Financing Redevelopment Project and Plan, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

June 26, 2013
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on June 26, 2013 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 24, 2013 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 June 26, 2013, 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.

July 17, 2013
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and all those matters which were considered by the City Council on July 17, 2013 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 24, 2013 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 special meeting held on July 17, 2013, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

ATG Trust Company, as Trustee under Land Trust Number TH00259 dated April 10, 1989, in care of Chico & Nunes P.C. (Application Number 17787) -- 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:

North Fremont Street; a line 197 feet north of and parallel to West Webster Avenue; the public alley east of and parallel to North Fremont Street; and a line 167 feet north of and parallel to West Webster Avenue (common address: 2219 North Fremont Street).

[O2013-5517]

Baum Acquisitions LLC (Application Number 17774T1) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-I bounded by:

a line 362.50 feet south of West Diversey Avenue; the alley next east of North Maplewood Avenue; a line 400.00 feet south of West Diversey Avenue; and North Maplewood Avenue (common address: 2723 North Maplewood Avenue).

[O2013-5504]

Hassib Blan (Application Number 17788) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 11-J bounded by:

a line 111 feet north of and parallel to West Eastwood Avenue; North Kedzie Avenue; West Eastwood Avenue; and the public alley next west of North Kedzie Avenue (common address: 4632 -- 4640 North Kedzie Avenue).

[O2013-5518]

CA IV LLC (Application Number 17779T1) -- to classify as a DX-5 Downtown Mixed-Use District instead of a DR-3 Downtown Residential District the area shown on Map Number 2-G bounded by:

the east/west public alley next north and parallel to West Adams Street; a line 148.90 feet west of and parallel to South Aberdeen Street; West Adams Street; and a line 360.23 feet west of and parallel to South Aberdeen Street (common address: 1116 -- 1132 West Adams Street).

[O2013-5509]

Chabad Living Room LLC (Application Number 17789T1) -- to classify as a B3-3 Community Shopping District instead of a B3-3 Community Shopping District and an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

North Milwaukee Avenue; a line 214.04 feet northwest of West North Avenue as measured along the southwest line of North Milwaukee Avenue and perpendicular thereto; the alley next southwest of North Milwaukee Avenue; and a line 263.04 feet northwest of West North Avenue as measured along the southwest line of North Milwaukee Avenue and perpendicular thereto (common address: 1630 -- 1632 North Milwaukee Avenue).

[O2013-5519]

Edgewater Medical Center, in care of Eugene Crane, Custodian (Application Number 17776) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District and further, to classify as Residential-Business Planned Development _____ instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 13-I bounded by:

West Edgewater Avenue; North Ashland Avenue; West Hollywood Avenue; and a line 306.03 feet west of and parallel to North Ashland Avenue (common address: 5700 North Ashland Avenue).

[O2013-5506]

Elm State Property LLC (Application Number 17792) -- to classify as a Residential-Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 3-E bounded by:

East Division Street; the public alley east of and parallel with North State Street; a line 5 feet in length and 102.40 feet south of and parallel with East Division Street; a line 100 feet east of and parallel with North State Street; East Elm Street; and North State Street (common address: 1149 -- 1167 North State Street).

[O2013-5522]

James P. Farrey (Application Number 17784T1) -- to classify as a B1-3 Neighborhood Shopping District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 28-E bounded by:

a line 200 feet north of and parallel to East 112th Street; a public alley next east of and parallel to South Michigan Avenue; a line 150 feet north of and parallel to East 112th Street; and South Michigan Avenue (common address: 11139 -- 11141 South Michigan Avenue).

[O2013-5514]

GMS Clark LLC (Application Number 17782) -- to classify as a B1-2 Neighborhood Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 7-F bounded by:

> beginning at a line 99.95 feet southeast of and parallel to West Arlington Place; a line 215 feet northeast of and parallel to North Clark Street; a line 202 feet southeast of and parallel to West Arlington Place; a line from a point 202 feet southeast of West Arlington Place and 230.85 feet northeast of and perpendicular to North Clark Street to a point 303.77 feet southeast of West Arlington Place and 211.70 feet northeast and perpendicular to North Clark Street; a line 303.77 feet southeast of and parallel to West Arlington Place; and North Clark Street (ToB) (common address: 2417 -- 2433 North Clark Street).

[O2013-5512]

Gre Dor LLC (Application Number 17783) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-I bounded by:

> a line 25.12 feet north of and parallel to West Wellington Avenue; North California Avenue; West Wellington Avenue; and the alley next west of and parallel to North California Avenue (common address: 3000 North California Avenue).

[O2013-5513]

Monreal Investment Properties, L.P. (Application Number 17778) -- to classify as a C1-2 Neighborhood Commercial District instead of Planned Development Number 1118 the area shown on Map Number 8-J bounded by:

> West 31st Street; South Central Park Avenue; West 32nd Street; and South Millard Avenue (common address: 3601 West 31st Street).

[O2013-5508]

M&R Development LLC (Application Number 17781) -- to classify as Residential Business Planned Development Number 1164, as amended, instead of Residential Business Planned Development Number 1164 the area shown on Map Number 9-G bounded by:

> West Addison Street; North Sheffield Avenue; a line 144.30 feet south of and parallel to West Addison Street; the alley next west of and parallel to North Sheffield Avenue; a line 287.63 feet south of and parallel to North Sheffield Avenue; a line drawn from a point 335.15 feet south of West Addison Street and 135.55 feet east of North Clark Street to a point on the east line of North Clark Street 455.98 feet south of the south line of West Addison Street; North Clark Street; a line 65.30 feet south of and parallel to West Addison Street; a line 393.89 feet west of and parallel to North Sheffield Avenue; a line 44.97 feet

south of and parallel to West Addison Street; and a line 302.21 feet west of and parallel to North Sheffield Avenue (common address: 3515 -- 3549 North Clark Street; 1001 -- 1029 West Addison Street; and 3546 -- 3558 North Sheffield Avenue).

[O2013-5511]

North Pullman 111th, Inc. (Application Number 17777) -- to classify as Business-Residential-Institutional Planned Development Number 1167, as amended, instead of Business-Residential-Institutional Planned Development Number 1167 the area shown on Map Number 26-E bounded by:

the centerline of East 111th Street; the east line of the 30-foot wide Chicago, Rock Island and Pacific Railroad right-of-way; a line that is 666.93 feet southerly of the centerline of East 103rd Street; the centerline of South Woodlawn Avenue; the centerline of the 100-foot wide South Doty Avenue right-of-way (as occupied); a line that is parallel to and 777.50 feet northerly of the centerline of East 111th Street; an arc with a length of 282.74 feet and a radius of 180 feet; and a line that is perpendicular to the centerline of East 111th Street and approximately 1,388.35 feet east of the centerline of South Langley Avenue (as measured along the centerline of East 111th Street) (common address: 720 East 111th Street and other property within the boundaries of Business-Residential-Institutional Planned Development Number 1167).

[O2013-5507]

Mark Ordower (Application Number 17791 T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing Business Park District the area shown on Map Number 1-I bounded by:

West Washington Boulevard; a line 524.70 feet west of and parallel to North Campbell Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 565.50 feet west of and parallel to North Campbell Avenue (common address: 2553 -- 2555 West Washington Boulevard).

[O2013-5521]

Oxford Lawrence LLC (Application Number 17786T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

the alley next north of and parallel to West Lawrence Avenue; a line 207.58 feet east of and parallel to North Bell Avenue; West Lawrence Avenue; and a line 107.18 feet east of and parallel to North Bell Avenue (common address: 2206 -- 2208 West Lawrence Avenue).

[O2013-5516]

David Somsky (Application Number 17785) -- to classify as a C1-3 Neighborhood Commercial District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

> the public alley next north of and parallel to West Belmont Avenue; a line 275 feet east of and parallel to North Paulina Street; West Belmont Avenue; and a line 225 feet east of and parallel to North Paulina Street (common address: 1632 -- 1636 West Belmont Avenue).

[O2013-5515]

Turnstone Development Corporation/The Moody Bible Institute of Chicago (Application Number 17773) -- to classify as Institutional Planned Development Number 477, as amended, instead of Institutional Planned Development Number 477 the area shown on Map Number 8-F bounded by:

> a line 370 feet north of and parallel with the north line of West Oak Street; a line 29.87 feet east of and parallel with the east line of North Franklin Street (vacated); West Oak Street; North Wells Street; the north line of West Walton Street; a line 100 feet west of and parallel with the west line of North LaSalle Street; a line 120 feet south of and parallel with the south line of West Oak Street; North LaSalle Street; West Chicago Avenue; North Wells Street; West Institute Place; a line 125 feet west of and parallel with the west line of North Wells Street; West Chestnut Street; North Franklin Street; a line 50.13 feet south of and parallel with West Locust Street; a line 100 feet west of North Franklin Street; West Locust Street; North Franklin Street; the south line of West Walton Street; the alley next east of and parallel with the east line of North Franklin Street; West Locust Street; the alley next west of and parallel with North Wells Street; the north line of West Walton Street; and the east line of the right-of-way of the Chicago Transit Authority (common address: 201 -- 315 West Oak Street; and 200 -- 314 West Walton Street).

[O2013-5503]

200 North Michigan Holdings LLC (Application Number 17780) -- to classify as Residential Business Planned Development Number ____ instead of a DX-16 Downtown Mixed-Use District the area shown on Map Number 1-E bounded by:

> a line 166.30 feet north of and parallel to East Lake Street; North Michigan Avenue; East Lake Street; and North Garland Court (common address: 200 -- 214 North Michigan Avenue).

[O2013-5510]

1341 West Ancona, Inc. (Application Number 17775) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

West Ancona Street; a line 288 feet east of and parallel to North Noble Street; a line 60 feet south of and parallel to West Ancona Street; and a line 240 feet east of and parallel to North Noble Street (common address: 1341 and 1345 West Ancona Street). [O2013-5505]

1633 North Milwaukee Avenue LLC (Application Number 17790 T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

the public alley next south of West Wabansia Avenue; a line 240 feet west of the west line of North Damen Avenue; a line 100 feet south of the alley next south of West Wabansia Avenue; a line traveling northwesterly 35.46 feet from a point 244.50 feet west of the west line of North Damen Avenue and 100 feet south of the alley next south of West Wabansia Avenue to a point 270 feet west of the west line of North Damen Avenue and 75.35 feet south of the alley next south of West Wabansia Avenue; and a line 270 feet west of the west line of North Damen Avenue (common address: 2024 West Concord Place). [O2013-5520]

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 Karney, Christopher H.	[CL2013-1643]
Aldana, Ricardo	[CL2013-1680]
Aleck, Jolene	[CL2013-1675]
Allen, Deymien L.	[CL2013-1721]
Allyn, Eliza R.	[CL2013-1746]
Alvarez, Guillermo	[CL2013-1649]
Aman, Altaf	[CL2013-1725]
Amos, Jevon D.	[CL2013-1702]
Anderson, Marilyn A.	[CL2013-1716]

Aruauitis, Paupgiotis	[CL2013-1713]
Bagdade, Gregg R.	[CL2013-1758]
Baker, Kathy	[CL2013-1669]
Ballado, Katrina	[CL2013-1671]
Beck, William	[CL2013-1737]
Bloom, Elizabeth	[CL2013-1744]
Bynum, Keiana J.	[CL2013-1701]
Cade, Sentoria O.	[CL2013-1654]
Calip, Christopher	[CL2013-1762]
Carter, Rahsaan J.	[CL2013-1690]
Cintron, Onelia	[CL2013-1686]
Counts, Daron	[CL2013-1728]
Cowsen, Curtis J.	[CL2013-1765]
Coyne, Maribeth C.	[CL2013-1658]
Cusick, David	[CL2013-1720]
Davis, Arthur N.	[CL2013-1731]
DeFaltay, Dayna D.	[CL2013-1697]
Dennis, Laura A.	[CL2013-1663]
Dent, Milton J.	[CL2013-1717]
Diamantakos, Constantine	[CL2013-1763]
Djdic, Diane	[CL2013-1688]
Erban, Gregory M.	[CL2013-1703]
ETCA Development LLC	[CL2013-1640]

Evangelist, Alex P.	[CL2013-1751]
Fantauzzi, Julie	[CL2013-1655]
Fleet Response and Sherwin Williams Company	[CL2013-1682]
Fuller, Patricia A.	[CL2013-1642]
Fulton, John T.	[CL2013-1694]
Galdabini, Andrea	[CL2013-1761]
Gant, Matthew	[CL2013-1759]
Garcia, Michael J.	[CL2013-1644]
Gavazzoni, Kristin	[CL2013-1750]
George, Rebecca A.	[CL2013-1747]
Ghassemi, Sean	[CL2013-1650]
Gilbert, Stuart J.	[CL2013-1708]
Giovingo, Carole	[CL2013-1718]
Gorski, Anthony	[CL2013-1704]
Graham, Patricia A.	[CL2013-1726]
Granda, Dilcia N.	[CL2013-1760]
Griffin, John A.	[CL2013-1707]
Hamilton, Elijah	[CL2013-1646]
Hearon, Ardis	[CL2013-1755]
Herman, Barbara E.	[CL2013-1754]
Hernandez, Justin M.	[CL2013-1766]
Hickman, Judith E.	[CL2013-1748]
Hightower, Itavia S.	[CL2013-1699]

Hoehre, Farrah	[CL2013-1683]
Hoffman, Mark	[CL2013-1685]
Holohan, Lee A.	[CL2013-1722]
Hovell, Soraya E.	[CL2013-1732]
Hureston, Louis S.	[CL2013-1719]
Jackson, Steven F.	[CL2013-1715]
Kapsopoulos, Voula	[CL2013-1734]
Karman, Aaron	[CL2013-1653]
Keller, Eugene	[CL2013-1647]
Kelly, Patrick J.	[CL2013-1684]
Kharot, Maria	[CL2013-1656]
Kraemer, Paul	[CL2013-1736]
Kromolicki, Thadeus E.	[CL2013-1666]
Laforteza, Ruth B. (2)	[CL2013-1674, CL2013-1711]
Lamarche, Jason	[CL2013-1670]
Liljedahl, Nancy	[CL2013-1660]
Little, Elizabeth	[CL2013-1667]
Logan, Stella	[CL2013-1651]
Losurdo, Giuliana	[CL2013-1764]
Lumas, Abel J.	[CL2013-1709]
Lyles, Bonita C.	[CL2013-1727]
Macko, Robert M.	[CL2013-1687]
McPharlin, Jonathan T.	[CL2013-1742]
McTizic, Tommy J.	[CL2013-1739]

Misevicz, Lisa	[CL2013-1740]
Moen, Eric M.	[CL2013-1665]
Morales, Miguel	[CL2013-1724]
Morgan, Annette	[CL2013-1668]
Morrison, Christopher J.	[CL2013-1679]
Ng, Jasmine	[CL2013-1706]
O'Brien, Ann E.	[CL2013-1700]
Odell, Johnella L.	[CL2013-1735]
O'Donnell, Gerald L.	[CL2013-1710]
Olandezos, Manolas	[CL2013-1741]
Peace, Rosie	[CL2013-1691]
Prince, Terrence D.	[CL2013-1641]
Pritsker, Ellen B.	[CL2013-1693]
Rachel, Frank O.	[CL2013-1672]
Raval, Adityakumar	[CL2013-1689]
Reed, Bobbi-Ann	[CL2013-1676]
Richards, Gayle E.	[CL2013-1696]
Robinson, Derek J.	[CL2013-1661]
Rodriguez, Emilia	[CL2013-1729]
Rouls, Zenobia	[CL2013-1745]
Saucedo, Rigoberto	[CL2013-1743]
Silcroft, Allison C.	[CL2013-1664]
Simmons, Phillip L.	[CL2013-1757]

Sims, Jerry	[CL2013-1659]
Smith, Frank	[CL2013-1733]
Smith, Michael, Jr.	[CL2013-1673]
Stewart, Michael P.	[CL2013-1657]
Stockton, Philip W.	[CL2013-1712]
Strauss, Jeffrey L.	[CL2013-1698]
Strauss, Leslie P.	[CL2013-1692]
Taylor, Vivienne D.	[CL2013-1756]
Thompson, Roy	[CL2013-1681]
Thornton, Donald G.	[CL2013-1678]
Turner, Calvin	[CL2013-1677]
Vancauwelaert, Tony	[CL2013-1662]
Waddell, Sarah F.	[CL2013-1714]
Wala, Monica	[CL2013-1730]
Wallace, Earnest	[CL2013-1753]
Walton, Roxanne	[CL2013-1695]
Wang, Jeffrey M.	[CL2013-1723]
White, Cedric J.	[CL2013-1705]
White, Tommy (2)	[CL2013-1645, CL2013-1652]
Witney, Richard H.	[CL2013-1752]
Wrobel, Bernard J.	[CL2013-1738]
Younan, Zeina	[CL2013-1648]
Zarate, Ryne S.	[CL2013-1749]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF 42ND PRECINCT/TOWN HALL POLICE STATION AT 3600 N. HALSTED ST. AS CHICAGO LANDMARK.

[O2013-5502]

A communication from Eleanor Esser Gorski, AIA, Director of Historic Preservation, Historic Preservation Division, Bureau of Planning and Zoning, under the date of July 19, 2013, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of 42nd Precinct/Town Hall Police Station at 3600 North Halsted Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- CORRECTION OF APRIL 10, 2013 CITY COUNCIL JOURNAL OF PROCEEDINGS.

[O2013-5501]

A communication from the Honorable Susana A. Mendoza, City Clerk, transmitting a proposed correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held April 10, 2013, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2200 N. ASHLAND AVE.

[Or2013-405]

A communication from Thomas J. Walsh, Lincoln Services, Inc., under the date of July 19, 2013, transmitting a proposed order which would authorize the issuance of a permit for the installation of a sign/signboard at 2200 North Ashland Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- 2014 TAX LEVY REQUIREMENT FOR LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND.

[R2013-659]

A communication from Aileen M. Pecora, Interim Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, under the date of

June 26, 2013 transmitting a copy of a resolution certifying the tax levy requirement for the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago for year 2014, which was Referred to the Committee on Finance.

Rule Suspension -- CONGRATULATIONS EXTENDED TO DELTA SIGMA THETA SORORITY, INC. ON 100TH ANNIVERSARY.

(R2013-[illegible])

Alderman [illegible] moved to Suspend the Rules Temporarily for the purpose of going out of the regular order of business for immediate consideration of a proposed resolution. The motion Prevailed.

The following is said proposed resolution:

WHEREAS, Delta Sigma Theta Sorority, Incorporated was founded on January 13, 1913 by 22 collegiate women at Howard University who wanted to use their academic skills in service to those in need; and

WHEREAS, Delta Sigma Theta Sorority, Incorporated, now the single largest African-American women's organization in the country, continues to celebrate its 100-year anniversary throughout the remainder of 2013; and

WHEREAS, Since its founding Delta Sigma Theta Sorority, Incorporated, with over 250,000 members, has quickly distinguished itself as a national public service organization that boldly confronts the challenges of African Americans and, indeed, all Americans. This commitment has been demonstrated in [illegible] the following examples:

(a) beginning their public activism by participating in the historic 1913 Women's Suffrage March on Pennsylvania Avenue in Washington, D.C. on March 3, 1913;

(b) providing library services by creating the National Library Project implemented in 1945 in the rural south, where library services were not generally available for African Americans at that time;

(c) collaborating with Habitat for Humanity from 1992 to 1994 to build 22 homes throughout the United States that were sold to families without profit and no-interest mortgages issued over a fixed period; and

WHEREAS, The Chicago Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated, with over 1,000 members, continues to embrace the [illegible] set by the founders of the esteemed sorority by ensuring programs and services, under the Five-Point Program Thrust, are delivered to the communities it serves. This commitment has been demonstrated in, but is not limited to, the following examples:

(a) creating the Delta Literacy Project, a program which serves over 75 adult learners through cohesive and structured instruction; and

(b) providing annual initiatives, such as Sexual Assault Awareness Month, geared toward combating domestic and sexual violence through education and provide resources for those affected, while noting that one in four women will experience domestic violence in her lifetime and one in six women have experienced an attempted or completed rape; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of July 2013, do hereby applaud the sorority for its commitment to sisterhood, scholarship, and service for 100 years.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

Rules Suspended -- RECOGNITION OF SERVICE AND HOMECOMING WELCOME EXTENDED TO MEMBERS OF 933RD MILITARY POLICE ACADEMY OF ILLINOIS NATIONAL GUARD.

[R2013-696]

Alderman Balcer moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The 933rd Military Police Company, based at Fort Sheridan, mobilized on August [illegible], 2012 and deployed in support of Operation Enduring Freedom, was honored at a homecoming ceremony June [illegible], 2013 at O'Hare International Airport; and

WHEREAS, Since the company worked with the Special Forces troops in Afghanistan, much of their mission is classified. The military police of the 933rd were [illegible] among four remote combat posts in Afghanistan, successfully completing such missions as guard operations and prisoner escort; and

WHEREAS, During deployment, [illegible] of the 933rd were awarded Bronze Stars, [illegible] earned Army Commendation Medals, 42 earned Army Achievement Medals and [illegible] received Combat Action Badges; and

WHEREAS, Commanded by Captain Thomas [illegible] of [illegible], the men and women of the 933rd [illegible] selfless [illegible] of their homes to defend freedom in a foreign land far away from their families and friends. There were [illegible] soldiers who missed the birth of their babies and saw their infants for the first time during the homecoming ceremony; and

WHEREAS, Although the 933rd is relatively new to the Fort Sheridan community, it was in late 2010 that the unit moved from Waukegan to a new $[illegible] Million readiness center at Fort Sheridan that offers state-of-the-art training facilities. Last mobilized from February 2003 to July 2004, the 933rd was one of the first Illinois National Guard units deployed to Iraq in support of Operation Iraqi Freedom; and

WHEREAS, The 933rd Military Police Company has a remarkable and noteworthy history of service from [illegible] in Operation Desert Storm in 1990 to fighting in the WWII Pacific Theatre alongside General Douglas MacArthur in the Philippines and earned the unit an award for gallantry from the Philippine president for serving from 1942 to 1945. Soldiers in the 933rd also fought in World War I, earning a unit award for bravery and honor in battle in 1918; and

WHEREAS, The Honorable James A. Balcer, Alderman of the 11th Ward and a Vietnam veteran, has apprised this august body of the mission, deployment [illegible] and the heartfelt homecoming of the 933rd Military Police Company of the Illinois National Guard; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July, 2013, salute the brave men and women soldiers of the 933rd Military Police Company of the Illinois National Guard and extend our warmest welcome back from the harsh realities of combat to the embraces and the loving arms of their families and friends [illegible] by this grateful [illegible]; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the 933rd Military Police Company of the Illinois National Guard.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REAPPOINTMENT OF RUBY A. GONZALEZ AS MEMBER OF SOUTHWEST BUSINESS GROWTH AREA COMMISSION (SPECIAL SERVICE AREA NO. 3).

[A2013-68]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed reappointment of Ruby A. Gonzalez as a member of the Southwest Business Growth Area Commission (Special Service Area Number 3), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ruby A. Gonzalez as a member of the Southwest Business Growth Area Commission (Special Service Area Number 3) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF JAMES A. MC HALE AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).

[A2013-69]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed reappointment of James A. McHale as a member of the Clark Street Commission (Special Service Area Number 24), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting viote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of James A. McHale as a member of the Clark Street Commission (Special Service Area Number 24) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF ELENA DURAN AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2013-75]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed reappointment of Elena Duran as a member of the Little Village Commission (Special Service Area Number 25), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Elena Duran as a member of the Little Village Commission (Special Service Area Number 25) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF JOHN P. VRANAS AS MEMBER OF BROADWAY COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2013-76]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed reappointment of John P. Vranas as a member of the Broadway Commission (Special Service Area Number 26), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of John P. Vranas as a member of the Broadway Commission (Special Service Area Number 26) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF GREGORY B. WHIPPLE AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29).

[A2013-77]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Gregory B. Whipple as a member of the West Town Commission (Special Service Area Number 29), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Gregory B. Whipple as a member of the West Town Commission (Special Service Area Number 29) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF ALBERT L. RAFFIN AS MEMBER OF MICHIGAN AVENUE/ROSELAND COMMISSION (SPECIAL SERVICE AREA NO. 40).

[A2013-78]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the propose appointment of Albert L. Raffin as a member of the Michigan Avenue/Roseland Commission (Special Service Area Number 40), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Albert L. Raffin as a member of the Michigan Avenue/Roseland Commission (Special Service Area Number 40) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF JEFFERY A. KIDD AS MEMBER OF 103RD HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2013-79]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Jeffery A. Kidd as a member of the 103rd Halsted Commission (Special Service Area Number 45), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Jeffery A. Kidd as a member of the 103rd Halsted Commission (Special Service Area Number 45) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF ROBBIE T. SANDERS AS MEMBER OF 103RD HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2013-80]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed reappointment of Robbie T. Sanders as a member of the 103rd Halsted Commission (Special Service Area Number 45), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Robbie T. Sanders as a member of the 103rd Halsted Commission (Special Service Area Number 45) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

AMENDMENT OF SECTION 2-45-155 OF MUNICIPAL CODE BY CREATING AND MAINTAINING ONLINE SEARCHABLE DATABASE FOR EACH PRIVATE PROJECT FUNDED BY ACTIVE TIF DISTRICTS.

[SO2013-2562]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance amending Chapter 2-45 of the Municipal Code of Chicago concerning the expansion and maintenance of the tax increment finance database under the Tax Increment Finance Sunshine Ordinance, 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 with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has created Tax Increment Financing ("TIF") districts in various communities to foster economic development and projects with the intent to improve the local economy, create jobs and spur property value growth across Chicago; and

WHEREAS, Mayor Rahm Emanuel has made government transparency a priority of his administration and, as a result, the eligibility studies, redevelopment plans, annual and other documents related to TIF districts are available on the City of Chicago's website and data portal; and

WHEREAS, Mayor Emanuel's TIF Reform report outlines specific steps to increase transparency by making data and project performance data available; and

WHEREAS, The public benefit of TIF dollars for a public infrastructure project is much easier to assess than TIF expenditures for private entities; and

WHEREAS, While the Chicago Data Portal lists expenditures by TIF district, the City must do more to make project performance data related to private projects available in order to weigh the TIF outlay against the public benefit; and

WHEREAS, Information about the total dollar amount of the TIF subsidy, jobs promised, jobs delivered, and other performance metrics are currently available online in various documents but this information should be aggregated into a single centralized and searchable database on the City of Chicago Data Portal; now, therefore,

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

SECTION 1. Section 2-45-155 of the Chicago Municipal Code be amended by adding the new underlined language below:

2-45-155 Tax Increment Financing (TIF) Sunshine Ordinance.

The following TIF-related documents for each active TIF district shall be made publicly available on the City of Chicago, Department of Housing and Economic Development website:

1. The ordinances establishing each TIF district, including all attachments, and any amendments thereto;

2. The ordinances authorizing each TIF redevelopment agreement, including any attachments, any amendments thereto and accompanying Economic Disclosure Statements;

3. Written staff reports presented to the Community Development Commission related to TIF-funded projects;

4. TIF overviews prepared by the Department of Housing and Economic Development and annual reports prepared pursuant to 65 ILCS 5/1 1-74.4-5(d);

5. City-issued Certificates of Completion and any required annual employment certifications prepared pursuant to TIF redevelopment agreements.

All such ordinances as described in (1) and (2) above shall be made available on the City of Chicago, Department of Housing and Economic Development website within seven business days of their ~~passage and~~ publication in the *Journal of the Proceedings of the City Council of the City of Chicago*. All such documents as described in (3), (4) and (5) above shall be made available on the City of Chicago, Department of Housing and Economic Development website within 14 business days of their completion in final form.

The TIF documents described above for TIF districts established from and after July 30, 2004 will similarly be made available by July 30, 2009.

The Department of Housing and Economic Development shall create and maintain an online and searchable database for public consumption on the City of Chicago Data Portal for every private project funded by any active TIF district starting with fiscal year 2009 in the City of Chicago within one year of the issuance of a final certificate of completion. The database shall be made available by July 1, 2014. The database shall include the following information:

1. Project location by address and ward
2. Total budget of project approved by City Council
3. Total TIF subsidy
4. Total TIF subsidy as a percentage of project budget approved by City Council
5. Date of approval by the Community Development Commission
6. Date of issuance of the final certificate of completion
7. Jobs covenant, if applicable
8. Compliance with jobs covenant during the first year after the issuance of a final certificate of completion
9. Compliance with MBE/WBE and City residency commitments, if applicable
10. Pre-development property tax due for the PINs listed in the redevelopment agreement, in the year prior to the date of approval by the Community Development Commission
11. Post-development property tax generated due for the PINs listed in the redevelopment agreement, in the third year after the issuance of a final certificate of completion
12. Affordable housing units completed, if applicable
13. For projects approved by the Community Development Commission after the date of enactment, green matrix (sustainable) requirements, if applicable.

FORTIETH AMENDING AGREEMENT WITH SOMERCOR 504, INC. FOR REALLOCATION OF TAX INCREMENT FINANCING FUNDS FOR STONY ISLAND/BURNSIDE AND WEST IRVING PARK SMALL BUSINESS FUND PROGRAMS.

[O2013-5429]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance authorizing an amendment to the Small Business Improvement Fund Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999 and published in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") for said date at pages 8077 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council, the first on November 6, 2002 and published in the Journal for said date at pages [illegible] to [illegible], inclusive (the "First Amending Ordinance") and the most recent adopted on January 13, 2011 (the "Thirty-Eighth Amending Ordinance") (collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The SBIF Ordinance authorized DHED to fund the Program in the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area ("Stony Island/Burnside Area") in an amount not to exceed $1,500,000; and

WHEREAS, As part of the Program, the $1,500,000 funding previously authorized for the Stony Island/Burnside Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Stony Island/Burnside Area; and

WHEREAS, DHED desires to increase the amount of grant funds available in the Stony Island/Burnside Area by an additional $500,000 for a total cumulative amount of $2,000,000; and

WHEREAS, The SBIF Ordinance authorized DHED to fund the Program in the West Irving Park Redevelopment Project Area ("West Irving Park Area") in an amount not to exceed $2,000,000; and

WHEREAS, As part of the Program, the $2,000,000 funding previously authorized for the West Irving Park Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the West Irving Park Area; and

WHEREAS, DHED desires to increase the amount of grant funds available in the West Irving Park Area by an additional $500,000 for a total cumulative amount of $2,500,000; and

WHEREAS, The City Council, under the SBIF Ordinance, authorized DHED to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DHED entered into such agreement on March 12, 2001 (which agreement was amended with force and effect (as amended from time to time) pursuant to which SomerCor performs certain administrative services for the Program; and HED now desires to further amend that agreement by entering into a Fortieth Amending Agreement (the "Fortieth Amending Agreement") with SomerCor to (a) increase the amount of grant funds available in the Stony Island/Burnside Area by an additional $500,000 to a total collective amount of $2,000,000; (b) increase the amount of grant funds available in the West Irving Park Area by an additional $500,000 to a total collective amount of $1,100,000; and (c) authorize SomerCor to continue providing the same administrative services for the Program, which Fortieth Amending Agreement is set forth in more detail on Exhibit A attached hereto and incorporated herein; and

WHEREAS, The City's obligation to provide funds under the Fortieth Amending Agreement may be met through incremental taxes from the Stony Island/Burnside Area and West Irving Park Area, as applicable, and/or any other funds legally available to the City for this purpose; now, therefore,

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

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

SECTION 2. SomerCor is hereby authorized to administer the Program in the Stony Island/Burnside Area and West Irving Park Area subject to the supervision of HED.

SECTION 3. The Commissioner of HED or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Fortieth Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Fortieth Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Fortieth Amending Agreement.

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

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

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

Exhibit "A".
(To Ordinance)

Fifteenth Amending Agreement To Administrative Services Agreement With SomerCor 504, Inc.

This Fifteenth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this ____ day of ________, 2013 by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), whose office address is 601 South LaSalle Street, Suite 510, Chicago, Illinois 60605, and whose federal tax identification number is [illegible].

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

WHEREAS, By ordinances adopted by the City Council of the City on July 21, [illegible] and on November [illegible], [illegible] and published in the Journal of the Proceedings of the City Council of the City of Chicago for such dates at pages [illegible] to [illegible], inclusive, and pages [illegible] to [illegible], inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financial assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

WHEREAS, The City Council under the SBIF Ordinances authorized HED to enter into agreements with SomerCor, and HED and SomerCor entered into one agreement on September 22, [illegible] ("First SomerCor Agreement") and another agreement on March 12, [illegible] ("Second SomerCor Agreement") to administer the SBIF Programs on behalf of the City; and

WHEREAS, In an ordinance adopted by the City Council on October 31, [illegible] and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages [illegible] through [illegible], inclusive (the "Midwest TIF Area Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Midwest TIF Area (the "Midwest TIF Area Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on May [illegible], [illegible] and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages [illegible] to [illegible], inclusive ("Second Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with

SomerCor to enable SomerCor to provide SBIF Program administration services in the Portage Park, Western Avenue North, Western Avenue South, Fullerton/Milwaukee and Belmont/Central TIF Areas (the "Second Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on December 4, 2002 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 100724 to [illegible], inclusive (the "Third Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administration services in the Madison/Austin Corridor and Humboldt Park Commercial TIF Areas (the "Third Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on February [illegible], 2003 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Fourth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administration services in the Northwest Industrial Corridor Redevelopment Project Area (the "Fourth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on July [illegible], 2003 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Fifth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second SomerCor Agreement with SomerCor which increased the SBIF Program funds (the "Fifth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on November 3, 2004 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Sixth Amending Ordinance"), HED extended the SBIF Program to the Lawrence/Kedzie Redevelopment Project Area of the City (the "Sixth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on September [illegible], 2005 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Seventh Amending Ordinance"), HED extended the SBIF Program to the [illegible]/Pulaski, Belmont/Cicero, Lawrence/Pulaski, Peterson/Pulaski, West Irving Park, Greater Southwest West, Galewood/Armitage Industrial, Pilsen Industrial Corridor, [illegible]/Halsted and Pulaski Corridor Redevelopment Project Areas of the City and increased the amount of grant funds available in the Fullerton/Milwaukee Redevelopment Project Area and the Lawrence/Kedzie Redevelopment Project Area (the "Seventh Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on September [illegible], 2006 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Eighth Amending Ordinance"), HED extended the SBIF Program to 21 redevelopment project areas of the City (the "Eighth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on February 7, 2007 and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages 97661 to 97677, inclusive (the "Ninth Amending Ordinance"), HED extended the SBIF Program to the 47th/Ashland and Devon/Western Redevelopment Project Areas of the City (the "Ninth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 13, 2007 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 2395 to 2402, inclusive (the "Tenth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second Share/Cost Agreement with SomerCor, which restated the SBIF Program rules (the "Tenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on October 3, 2007 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 10729 to 10752, inclusive (the "Eleventh Amending Ordinance"), HED extended the SBIF Program to certain redevelopment project areas of the City (the "Eleventh Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 11, 2008 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 28853 to 28861, inclusive (the "Twelfth Amending Ordinance"), HED extended the SBIF Program to the Michigan/Cermak Redevelopment Project Area of the City (the "Twelfth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 38767 to 38777, inclusive (the "Thirteenth Amending Ordinance"), HED extended the SBIF Program to the North/Cicero Redevelopment Project Area of the City (the "Thirteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on September 10, 2008 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 38778 to 38791, inclusive (the "Fourteenth Amending Ordinance"), the City Council authorized HED to enter into an agreement amending the Second Share/Cost Agreement with SomerCor, which restated the SBIF Program rules (the "Fourteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on February 11, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 56733 to 56748, inclusive (the "Fifteenth Amending Ordinance"), HED extended the SBIF Program to the Hollywood/Sheridan Redevelopment Project Area of the City (the "Fifteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on March 18, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 55760 to 55792, inclusive ("Sixteenth Amending Ordinance") the City extended the SBIF Program to the Elston Armstrong Industrial Corridor Redevelopment Project Area and 47th/Ashland Redevelopment Project Area of the City (the "Sixteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on April 22, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 57205 to 57275, inclusive ("Seventeenth Amending Ordinance") the City extended the SBIF Program to the Lawrence/Broadway Redevelopment Project Area and Touhy/Western Redevelopment Project Area of the City (the "Seventeenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on May 13, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 60922 to 60931, inclusive ("Eighteenth Amending Ordinance") the City extended the SBIF Program to the Austin Commercial Redevelopment Project Area of the City (the "Eighteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 3, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 63030 to 63035, inclusive ("Nineteenth Amending Ordinance") the City increased the amount of grant funds available in the Clark Street and Ridge Avenue Redevelopment Project Areas by an additional $1,000,000 to a total cumulative amount of $1,750,000 (the "Nineteenth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 30, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 64655 to 64671, inclusive ("Twentieth Amending Ordinance") the City extended the SBIF Program to the Midway Industrial Corridor Redevelopment Project Area and increased the amount of grant funds available in the Peterson/Pulaski Redevelopment Project Area by an additional $1,000,000 to a total cumulative amount of $1,500,000 (the "Twentieth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on September 9, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 69297 to 69303, inclusive ("Twenty-First Amending Ordinance") the City increased the amount of grant funds available in the 35th/Halsted Redevelopment Project Area by an additional $500,000 to a total cumulative amount of $1,250,000 (the "Twenty-First Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on November 18, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 74017 to 74025, inclusive ("Twenty-Second Amending Ordinance")

("DHED") extended the SBIF Program to the 63rd Street and Stony Island Avenue, Avalon Park/South Shore, [illegible] Park Corridor and Western Avenue North and Redevelopment Project Areas of the City (the "Twenty-Second Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on December 9, 2009 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Third Amending Ordinance"), DHED revised the SBIF Program Rules, extended the SBIF Program to the [illegible] and Woodlawn Redevelopment Project Areas, and increased the amount of grant funds available in the Northwest Industrial Corridor Redevelopment Project Area by an additional $1,000,000 to a total maximum amount of $2,500,000 (the "Twenty-Third Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on January 13, 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Fourth Amending Ordinance"), DHED extended the SBIF Program to the Addison South Redevelopment Project Area (the "Twenty-Fourth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on February 10, 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Fifth Amending Ordinance"), DHED extended the SBIF Program to the 47th/King Drive, [illegible] Street Corridor and Armitage/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Madison/Austin Corridor and Western Avenue North Redevelopment Project Areas (the "Twenty-Fifth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 9, 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Sixth Amending Ordinance"), DHED increased the amount of grant funds available in the Hollywood/Sheridan Redevelopment Project Area by an additional $750,000 to a total maximum amount of $1,250,000 (the "Twenty-Sixth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on June 30, 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Seventh Amending Ordinance"), DHED extended the SBIF Program to the Roosevelt/Cicero, Western/Ogden and Little Village Industrial Corridor Redevelopment Project Areas and increased the amount of grant funds available in the Belmont/Central and Portage Park Redevelopment Project Areas (the "Twenty-Seventh Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on [illegible], 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Twenty-Eighth Amending Ordinance"), HED extended the SBIF Program to the Roosevelt/Cicero and Ogden/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Devon and Western and Western Avenue Rock Island Redevelopment Project Areas (the "Twenty-Eighth Amending Agreement"); and

WHEREAS, By an ordinance adopted by the City Council of the City on November 3, 2010 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 104150 to 104157, inclusive (the "Twenty-Ninth Amending Ordinance"), HED increased the amount of grant funds available in the 111th Street/Kedzie Avenue Business District Redevelopment Project Area ("111th/Kedzie Area") by an additional $750,000 to a total collective amount of $1,750,000; and

WHEREAS, By an ordinance adopted by the City Council of the City on February 9, 2011 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 111666 to 111678, inclusive (the "Thirtieth Amending Ordinance"), HED extended the SBIF Program to the Read Dunning Redevelopment Project Area and increased the amount of grant funds available in the Midwest Redevelopment Project Area by an additional $1,000,000 to a total collective amount of $2,000,000; and

WHEREAS, By an ordinance adopted by the City Council of the City on June 8, 2011 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 2003 to 2013, inclusive (the "Thirty-First Amending Ordinance"), HED increased the amount of grant funds available in the 35th/Halsted Redevelopment Project Area by an additional $500,000 to a total collective amount of $1,500,000, increased the amount of grant funds available in the 47th/King Drive Redevelopment Project Area by an additional $1,000,000 to a total collective amount of $1,500,000, increased the amount of grant funds available in the North Branch South Redevelopment Project Area by an additional $500,000 to a total collective amount of $1,000,000 and increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional $500,000 to a total collective amount of $1,680,000; and

WHEREAS, By an ordinance adopted by the City Council of the City on July 28, 2011 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Thirty-Second Amending Ordinance"), HED extended the SBIF Program to the Irving Avenue Redevelopment Project Area; and

WHEREAS, By an ordinance adopted by the City Council of the City on November 2, 2011 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive (the "Thirty-Third Amending Ordinance"), HED increased the amount of grant funds available in the Portage Park Redevelopment Project Area by an additional $500,000 to a total collective amount of $2,180,000; and

WHEREAS, By an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 24120 to 24156, inclusive ("Thirty-fourth Amending Ordinance") HED amended the Program Rules for the SBIF Program, extended the SBIF Program to the [illegible] Central, Chicago/[illegible] and 47th/State Redevelopment Project Areas, and increased the amount of grant funds available in [illegible] other redevelopment project areas; and

WHEREAS, By an ordinance adopted by the City Council of the City on April 24, 2012 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 24158 to 24205, inclusive ("Thirty-fifth Amending Ordinance") HED extended the SBIF Program to the Irving Park/Elston Redevelopment Project Area and increased the amount of grant funds available in seven other redevelopment project areas; and

WHEREAS, By an ordinance adopted by the City Council of the City on June 6, 2012 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages [illegible] to [illegible], inclusive ("Thirty-sixth Amending Ordinance") HED extended the SBIF Program to four additional Redevelopment Project Areas; and

WHEREAS, By an ordinance adopted by the City Council of the City on October 3, 2012 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 36511 to 36516, inclusive ("Thirty-seventh Amending Ordinance") HED increased the amount of grant funds in the Western Avenue North Redevelopment Project Area; and

WHEREAS, By an ordinance adopted by the City Council of the City on January 17, 2013 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages 44949 to 44952, inclusive ("Thirty-eighth Amending Ordinance") HED increased the amount of grant funds in the Western Avenue South Redevelopment Project Area; and

WHEREAS, By an ordinance adopted by the City Council of the City on   , 2013 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages   to   , inclusive ("Thirty-ninth Amending Ordinance") extended the SBIF Program to the 35th and Wallace Redevelopment Project Area and increased the amount of grant funds available in six other redevelopment project areas; and

WHEREAS, By an ordinance adopted by the City Council of the City on   , 2013 and published in the Journal of the Proceedings of the City Council of the City of Chicago for said date at pages   to   , inclusive ("Fortieth Amending Ordinance") increased the amount of grant funds available in the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area ("Stony Island and Burnside Area") by an additional $500,000 to a total collective amount of $2,000,000 and increased the amount of grant funds available in the West Irving Park Redevelopment Project Area ("West Irving Park Area") by an additional $500,000 to a total collective amount of $2,500,000; and

WHEREAS, The Fortieth Amending Ordinance authorized HED to enter into an Agreement with SomerCor to continue to provide SBIF Program administrative services in the Stony Island/Burnside Area and West Irving Park Area, and HED and SomerCor now desire to enter into such an Agreement, which will amend the Second SomerCor Agreement (the "Fortieth Amending Agreement"); and

Now, Therefore, In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

Article I.

Incorporation And Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Reaffirmation Of Representations, Warranties And Covenants.

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

Article III.

Amendments To Second SomerCor Agreement.

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) amend the text in Exhibit 5 thereof increasing the maximum funds available for the following Areas, as follows:

Stony Island/Burnside	$2,000,000
West Irving Park	$2,500,000

(b) substitute the following for each occurrence of "One Hundred and Thirteen Million Five Hundred Sixty Thousand Dollars ($113,560,000)" in Section 4.2 thereof:

One Hundred and Fourteen Million Five Hundred Sixty Thousand Dollars ($114,560,000).

Except as set forth herein, the Agreement is not amended.

Article IV.

Obligation To Provide Documents.

SomerCor shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form of (Sub)Exhibit 1 attached hereto and incorporated herein.

In Witness Whereof, The City and SomerCor have executed this Agreement as of the date first set forth above.

City of Chicago

By: ____________________
Commissioner, Department
of Housing and Economic
Development

SomerCor 504, Inc.

By: ____________________

Its: ____________________

(Sub)Exhibit 1 referred to in this Fortieth Amending Agreement to Administrative Services Agreement with SomerCor 504, Inc. reads as follows:

Sub-Exhibit "C".

(To Fourth Amending Agreement To Administrative Services Agreement With SomerCor 504, Inc.)

Form Of Counsel's Opinion.

[illegible]

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

I have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Housing and Economic Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting, as counsel for SomerCor, I have examined:

(a) an executed original of the Agreement;

(b) the Articles of Incorporation, including all amendments thereto, of SomerCor, as furnished and certified by the Secretary of State of the State of Illinois;

(c) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof; and

(d) the Certificate of Good Standing dated [illegible], issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor.

In my capacity as counsel, I have also examined such other documents or instruments as I have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

I have also assumed and have no reason to question the legal capacity, authority and the genuineness of the signatures of the parties thereto and the execution and delivery by the respective parties other than SomerCor, which have the requisite power and authority to execute and deliver the agreements and documents examined by me.

express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois and any political subdivisions thereof and the United States of America, and (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. SomerCor is a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois. SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver and to consummate the transactions contemplated by the Agreement;

2. The Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by (i) any applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (ii) judicial and public policy limitations upon the enforcement of certain remedies, including those which a court of equity may in its discretion decline to enforce.

3. There is no action, suit or proceeding at law or in equity pending or, to my knowledge, threatened against or affecting SomerCor before any court or before any governmental or administrative agency, which, if adversely determined, would materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or operations or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-laws of SomerCor, (iii) any provision of any contract or other instrument to which SomerCor is bound, or (iv) any order, writ, injunction, decree, statute, rule or regulation binding upon SomerCor; or

B. a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

This opinion is furnished for your benefit and may be relied upon by you and any such other party in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned.

Very truly yours,

____

FIRST AMENDMENT TO VACANT BUILDING TAX INCREMENT FINANCING NEIGHBORHOOD PURCHASE AND REHABILITATION PROGRAM AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC.

[O2013-4967]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to amend the Vacant Building Tax Increment Financing Purchase and Rehabilitation Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago, Illinois (the "City") on May 4, 2011, the City authorized the Commissioner of the Department of Housing and Economic Development ("HED") to establish the Vacant Building Purchase and Rehabilitation Program to assist in the stabilization of neighborhoods and the City's housing market by providing assistance for the purchase and rehabilitation of vacant and abandoned housing units (the "Program"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on March 14, 2012, the City entered into the Agreement on April 12, 2012 with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), under which NHS performs certain administrative services for the Program (the "Agreement"); and

WHEREAS, The City now desires to amend the Agreement with NHS to reflect that allowable closing costs under the Program relate to the overall project costs of each individual project, in order to enhance the successful implementation of the Program (the "First Amendment"); now, therefore,

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

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

SECTION 2. The Commissioner of HED (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 the First Amendment substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the amendment.

SECTION 3. NHS is hereby designated to continue to administer the Program, subject to the supervision of HED.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

First Amendment To Vacant Housing TIF Neighborhood Purchase And Rehabilitation Program Agreement With Neighborhood Housing Services Of Chicago, Inc.

This First Amendment to the Vacant [illegible] TIF Neighborhood Purchase and Rehabilitation Program Agreement for Single-Family Homes (the "Agreement") is made as of this ________ day of ________, 2013 by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Housing and Economic Development ("HED"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

Whereas, Pursuant to an ordinance adopted by the City Council of the City on May 4, 2011, the City authorized the Commissioner of HED to establish a Vacant Housing TIF Purchase and Rehabilitation Program to assist in the stabilization of neighborhoods and the City's housing market by providing assistance for the purchase and rehabilitation of vacant housing (the "Program"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the City on March 14, 2012, the City entered into the Agreement on April 12, 2012 with NHS under which NHS performs certain administrative services for the Program; and

Whereas, The City now desires to amend the Agreement with NHS to reflect that allowable closing costs under the Program relate to the overall project costs of each individual project in order to enhance the successful implementation of the Program (the "First Amendment"); and

Whereas, By an ordinance adopted by the City Council of the City on ______, 2013, the City Council of the City has approved the execution and delivery of this First Amendment to the Agreement;

Now, Therefore, In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

Article I.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Reaffirmation Of Representations, Warranties And Covenants.

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Agreement.

Article III.

Amendment To Agreement.

The Agreement is amended as follows:

(a) The definition of "Closing Costs" in Article II is hereby amended and restated by deleting the stricken language and inserting the underscored language as follows:

"Closing Costs" means reasonable and customary costs, not to exceed 6% of the ~~Base Purchase Price~~ Total Project Cost (as defined in Section 4.3(k) of this Agreement less closing costs), associated with the closing of the purchase of the Eligible Property, including, but not limited to, transfer taxes, title company charges and recording fees.

(b) Except as set forth herein, the Agreement is not amended.

Article IV.

Effective Date Of First Amendment.

This First Amendment shall be effective retroactive to April 12, 2012, which is the effective date of the Agreement.

Article V.

Obligation To Provide Documents.

NHS shall execute and deliver to HED such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

In Witness Whereof, The City and NHS have executed this First Amendment as of the date first set forth above.

City of Chicago

By: ______________________________
Commissioner,
Department of Housing and
Economic Development

Neighborhood Housing Services of Chicago,
Inc., an Illinois not-for-profit corporation

By: ______________________________

Its: ______________________________

AMENDMENT OF PRIOR LOAN AGREEMENT WITH MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE II LLC.

[O2013-5427]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to amend a loan agreement with Montclare Senior Residences of Avalon Park Phase II LLC, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Alderman Burke abstains from voting pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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

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

WHEREAS, On June 5, 2013, the City Council of the City adopted an ordinance authorizing the making of a loan to Mercy and Senior Residences of Auburn Park [illegible], an Illinois [illegible] (the "Borrower"), in an amount not to exceed $[illegible] (the "Loan Ordinance"); and

WHEREAS, The City's Department of Housing and Economic Development and the Borrower desire to amend Exhibit A to the Loan Ordinance to increase the maximum interest rate of the Permanent Senior Loan; now, therefore,

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

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

SECTION 2. Exhibit A to the Loan Ordinance is hereby amended by increasing the maximum interest rate of the Permanent Senior Loan with [illegible] Developers Mortgage Corporation (or another source acceptable to the Authorized Officer, as such term is defined in the Loan Ordinance) from [illegible] percent to [illegible] percent per annum or such other interest rate acceptable to the Authorized Officer. The remainder of the Loan Ordinance shall remain in full force and effect. Exhibit A, as amended by this ordinance, is attached hereto.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".

Borrower:			Montclare Senior Residences of Avalon Park Phase II LLC, an Illinois limited liability company whose manager is Avalon Park Phase II LLC, in Illinois limited liability company, and others to be hereafter selected as additional members.
Project:			Acquisition of land and construction of a building to be located at the Project Property and of approximately 109 dwelling units contained therein as one-, and two-bedroom units for low- and moderate-income senior citizens, approximately 13 market rate residential units for senior citizens, and certain common areas and parking spaces.
Loan:		Source:	Multi-Family Program Funds.
		Amount:	Not to exceed $7,150,000.
		Term:	Not to exceed 43 years.
		Interest:	Zero percent per annum.
		Security:	Non-recourse loan; mortgage on the Property (the "City Mortgage").
Additional Financing:	1.	Amount:	Approximately $2,650,000 (the "Permanent Senior Loan").
		Term:	Not to exceed 40 years from closing of the Permanent Senior Loan.
		Source:	Developers Mortgage Corporation or another source acceptable to the Authorized Officer.
		Interest:	A fixed rate of interest not to exceed six and five-tenths percent per annum, or another interest rate acceptable to the Authorized Officer.
		Security:	Mortgage on the Property senior to the lien of the City Mortgage.

2. Amount: Approximately $15,000,000 (the "Bridge Loan").

   Term: Not to exceed 24 months.

   Source: Bank of America, N.A., or another source acceptable to the Authorized Officer.

   Interest: A fixed or floating rate of interest not to exceed LIBOR + four percent per annum, or another interest rate acceptable to the Authorized Officer.

   Security: Mortgage on the Property senior to the lien of the City Mortgage.

3. Low-Income Housing Tax Credit ("LIHTC") Proceeds: Approximately $14,850,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Bridge Loan.

   Source: To be derived from the syndication of approximately $1,500,000 LIHTC allocation by the City.

4. Amount: Approximately $750,000.

   Term: Not to exceed 43 years.

   Source: Illinois Housing Development Authority, or another source acceptable to the Authorized Officer.

   Interest: One percent per annum.

   Security: Mortgage on the Property junior to the lien of the City Mortgage.

5. Amount: Approximately $650,000.

   Term: Not to exceed 43 years.

   Source: Proceeds of a grant of LTOS funds to Montclare Avalon Park II Corp., an Illinois corporation, from the Chicago Low-Income Housing Trust Fund, or another source acceptable to the Authorized Officer.

Interest: Zero percent per annum.

Security: Mortgage on the Property junior to the lien of the City Mortgage.

6. Amount: Approximately $200,000.

Term: Not to exceed 43 years.

Source: Proceeds of a grant of funds to the Sponsor from the Illinois Department of Commerce and Economic Opportunity, or another source acceptable to the Authorized Officer.

Interest: Zero percent per annum.

Security: Mortgage on the Property junior to the lien of the City Mortgage.

7. Amount: Not to exceed $965,250.

Term: Not to exceed 43 years.

Source: Proceeds of the Grant to the Sponsor from the City derived from the transfer of Donation Tax Credits, or another source acceptable to the Authorized Officer.

Interest: Zero percent per annum.

Security: Mortgage on the Property junior to the lien of the City Mortgage.

8. Amount: Approximately $1,136,800.

Term: Not to exceed 43 years.

Source: Sponsor, as seller financing in connection with the sale of the Property to the Borrower.

Interest: Not to exceed the Applicable Federal Rate.

Security: Mortgage on the Property junior to the lien of the City Mortgage.

9. Amount: Approximately $400,000.

Term: Not to exceed 43 years.

Source: Federal Home Loan Bank or another source acceptable to the Authorized Officer.

Interest: Zero percent per annum.

Security: Mortgage on the Property junior to the lien of the City Mortgage.

AMENDMENT NO. 2 TO ROOSEVELT/RACINE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[O2013-5430]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance authorizing Amendment Number 2 to the Roosevelt/Racine Tax Increment Financing Redevelopment Plan and Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances adopted on November 4, 1998, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 80527 through 80642, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "Roosevelt/Racine Redevelopment Project Area" (the "Redevelopment Project Area") (such ordinance being defined herein as the "Plan Ordinance"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Redevelopment Project Area (the "TIF Adoption Ordinance") (the Plan Ordinance, the Designation Ordinance and the TIF Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"); and

WHEREAS, The Redevelopment Plan established the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs to be not more than twenty-three (23) years from the date of the adoption of the Plan Ordinance, such ultimate retirement date occurring in the year 2021, and the Corporate Authorities made a finding in the Plan Ordinance that such dates were not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 96-0773 (the "Amendatory Act"), which became effective August 28, 2009, amended the Act, among other things, to change Section 11-74.4-3.5 of the Act to provide that the date by which redevelopment projects in the Redevelopment Project Area must be completed and obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) must be retired to be no later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 35th calendar year after the year in which the ordinance approving the redevelopment project area was adopted; and

WHEREAS, The Corporate Authorities desire to amend the Redevelopment Plan to conform the Redevelopment Plan to Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3); and

WHEREAS, The Corporate Authorities further have determined that an amendment to the Redevelopment Plan, entitled "Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan Amendment Number 2", a copy of which is attached hereto as Exhibit A ("Plan Amendment Number 2") is necessary to increase the total estimated redevelopment project costs, to extend the life of the Redevelopment Project Area, identify current properties for acquisition, and to make other minor changes to update the Redevelopment Plan to reflect the City's current policies; and

WHEREAS, A Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on February 25, 2013 at 6:00 P.M. at St. Ignatius College Prep, Tully Hall, 1076 West Roosevelt Road, Chicago, Illinois; and

WHEREAS, Plan Amendment Number 2 was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since March 1, 2013, being a date not less than 10 days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 13-CDC-8 on March 12, 2013 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Housing and Economic Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of Plan Amendment Number 2 was sent by mail on March 19, 2013, which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-8 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to (i) all taxing districts having property within the Area and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on March 18, 2013, and (ii) to taxpayers within the Area by publication in the *Chicago Sun-Times* on April 16, 2013 and April 23, 2013, and by certified mail on April 16, 2013; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on April 5, 2013 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of Plan Amendment Number 2 and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of Plan Amendment Number 2 on May 14, 2013; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 13-CDC-12 attached hereto as Exhibit B, adopted on May 14, 2013, recommending to the City Council approval of Plan Amendment Number 2, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed Plan Amendment Number 2, testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

SECTION 2. Approval Of Amendment To Redevelopment Plan. Plan Amendment Number 2 is hereby approved. Except as amended hereby, the Redevelopment Plan shall remain in full force and effect.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Redevelopment Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Redevelopment Plan, as amended by Plan Amendment Number 2, conform to the provisions of Section 11-74.4-3.5 of the Act, as amended by the Amendatory Act.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. 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)

Roosevelt/Racine Tax Increment Financing Redevelopment Project And Plan Amendment No. 2.

EXECUTIVE SUMMARY

The Illinois General Assembly passed the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq.) (the "Act") to address the growing number of blighted areas in many Illinois municipalities. The blighting of communities impairs the value of private investment and threatens the growth of the community's tax base. The Act declares that in order to promote the public health, safety, morals, and welfare, blighting conditions must be eliminated.

Therefore, to induce redevelopment pursuant to the Act, the City Council adopted three ordinances on November 4, 1998 approving the Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan (the "Original Plan"), designating the Roosevelt/Racine Redevelopment Project Area (the "Project Area") as a "redevelopment project area", and adopting Tax Increment Allocation Financing for the Project Area. On December 8, 2004, the City Council adopted Amendment No. 1 to Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan ("Amendment No. 1"; the Original Plan, as amended by Amendment No. 1, the "Redevelopment Plan").

Additionally, on August 28, 2009 and in furtherance of these goals, Public Act 96-0773 became law giving the City authorization to extend the life of the Project Area.

The Redevelopment Plan is being amended to extend the life of the Project Area, amend the eligible cost budget, bring the Redevelopment Plan up to current City ordinance and policy standards, and identify current properties for acquisition. The amendments to the Redevelopment Plan are outlined below and follow the format of the Redevelopment Plan.

The City certifies that no housing impact study is required because there is no intent or plan to relocate ten or more inhabited units as of the date of this Amendment No. 2.

I. INTRODUCTION

No changes.

II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

No changes.

III. ELIGIBILITY CONDITIONS

No changes.

IV. REDEVELOPMENT GOALS AND OBJECTIVES No changes.

V. REDEVELOPMENT PROJECT

Section V is amended by inserting the following text after the last paragraph immediately prior to Subsection A:

The preparation of Amendment No. 2 has included a review of Phase II and III of CHA's ABLA redevelopment plans. AH the goals, as set forth in the Redevelopment Plan, are still applicable to all future plans. The preparation of the Redevelopment Plan included a review of the CHA's 1997 Hope VI Revitalization Application dated December 6, 1997, the CHA's Hope VI Application for a Revitalization Plan ABLA Homes (Brooks Extension - Target Development) and the City of Chicago Department of Urban Renewal's 1966 Roosevelt/Halsted Proposals for Renewal, as well as numerous physical needs and modernization cost estimate reports prepared for the use of CHA planners.

A. Overall Redevelopment Concept - No Changes

B. Development and Design Objectives - No Changes

C. Generalized Land Use Plan - Subsection C is amended by deleting the last sentence of the first paragraph and replacing it with the following text:

The types of land uses as shown in Figure 2 (residential, commercial, institutional, parking, mixed-use) are consistent with the overall planning efforts of the City as of the date of Amendment No. 2 to this Redevelopment Plan and may be modified from time to time with the appropriate approvals from the City. As long as any proposed land use is consistent with the intent and approval of the City, as may change from time to time, the City may enter into a Redevelopment Agreement that contemplates TIF Assistance without another amendment to this Redevelopment Plan.

Subsection C is further amended by deleting the fourth paragraph and replacing it with the following text:

As part of the Amendments to this Redevelopment Plan, the City intends to acquire or assist with the acquisition of the parcels contained in the amended Figure 4, Acquisition Plan, to this Redevelopment Plan.

Subsection C is further amended by deleting the fifth paragraph and replacing it with the following text:

The General Land Use Plan designates seven (7) land use categories with the Project Area as described below.

The following land use categories are amended as follows: The last sentence of the second bidlet is deleted.

The third bullet is deleted and replaced with the following text:

> Mixed Use - Residential/Commercial - Includes areas where a range of uses may be appropriate and will depend upon the type of redevelopment activities that occur in surrounding areas. Possible uses in this category include: Residential and/or Commercial.
>
> Mixed Use - Residential/Commercial/Institutional - Incudes areas where a range of uses may be appropriate and will depend upon the type of redevelopment activities that occur in surrounding areas. Possible uses in this category include: Residential, Commercial and/or Institutional

The fourth bullet is deleted and replaced with the following text:

Institutional - Areas including but are not limited to, educational facilities, social, emergency response or public safety, religious institutions, community centers, museums and parks.

D. Planning Sub-Areas - No Changes

E. Redevelopment Improvements and Activities - Subsection E is amended by deleting the last paragraph immediately prior to Subsection E. 1 and replacing it with the following text:

The City requires that developers who receive Tax Increment Financing assistance for market rate housing set aside 20 percent of the units to meet affordability criteria established by the City's Department of Community Development or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 60 percent of the area median income. Specific requirements of each development shall be set forth in each respective redevelopment agreement.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels.

1. Property Assembly - Subsection E. 1 is deleted and replaced by the following text:

To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Amended Figure 4, the Acquisition Map, indicates the parcels currently proposed to be acquired for redevelopment in the Project Area. Exhibit V contains the land acquisition by block and parcel identification number ("PIN") which portrays the acquisition properties in more detail.

In connection with the City exercising its power to acquire real property not currently identified on Amended Figure 4, the Acquisition Map, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

For properties described on Exhibit V as amended: (1) the acquisition of occupied properties by the City shall commence within four years from the date of the publication of the ordinance approving the amendments to the Redevelopment Plan; (2) the acquisition of vacant properties by the City shall commence within ten years from the date of publication of the ordinance authorizing the acquisition. In either case, acquisition shall be deemed to have commenced with the sending of an offer letter. After the expiration of the applicable period, the City may acquire such property pursuant to these amendments under the Act according to its customary procedures as described in preceding paragraph.

2. Relocation - Subsection E.2 is deleted and replaced by the following text:

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

F. Redevelopment Project Costs - Subsection F is deleted and replaced by the following text:

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs").

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(l 1)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Exhibit I or otherwise adjust the line items in Exhibit I without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Redevelopment Plan.

1. Eligible Redevelopment Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;

b) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;

c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

e) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification subject to the limitations in Section Il-74.4-3(q)(4)ofthe Act;

f) Costs of job training and retraining projects including the cost of welfare to work programs implemented by businesses located within the Project Area;

g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;

h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

i) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;

j) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);

k) Payment in lieu of taxes, as defined in the Act;

l) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

m) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the development project during that year;

3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total (i) cost paid or incurred by the redeveloper for such redevelopment project; (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and

5. up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

n) Instead of the eligible costs provided for in (m) 2, 4 and 5 above, the City may pay up to 50 percent of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act;

o) The costs of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, Mow-income families' means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

p) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

q) If a special service area has been established pursuant to the Special Service AreaTax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs

To eliminate the blighting factors present in the Project Area and to meet the redevelopment objectives, the City plans to make and/or induce a number of improvements in the Project Area. Exhibit I below identifies the eligible Redevelopment Project Costs under the Act that the City may fund to implement the Redevelopment Plan over the Project Area's term. The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

Redevelopment projects in the Project Area would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.

G. Sources of Funds to Pay Redevelopment Project Costs - Subsection G is deleted and replaced by the following text:

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seg.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and the furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in Exhibit I, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

H. Issuance of Obligations - Subsection H is deleted and replaced by the following text:

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11 -74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligations bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area is adopted.

Also, the final maturity date of any such obligations which arc issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

I. Valuation of the Project Area - Subsection I is deleted and replaced by the following text:

1. Certified Base EAV

The County Clerk has certified the Base EAV of the Project Area to be $6,992,428. Please see Amended Exhibit II in the Appendix.

2. Anticipated EAV

Based upon the extension of this Project Area, numerous blighting factors will be eliminated and growth and development of the Project Area will occur in accordance with the Redevelopment Agreement(s) between the City and businesses in the Project Area and other interested parties. It is estimated that the total EAV of the real property following completion of all phases of the redevelopment project in the Project Area will be approximately $118.4 million.

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

Section VI is amended by inserting the following paragraph at the end of the Section:

The Illinois Legislature, via Public Act 96-0773 effective August 28, 2009, has affirmed these original findings by authorizing that the Project Area be extended to a maximum life of 35-years so that the blighting factors can continue to be eliminated and create a continued environment for the transformation of a blighted area into new commercial, market rate residential and affordable housing opportunities for the general area.

VII. FINANCIAL IMPACT

Section VII is amended by inserting the following paragraph at the end of the Section:

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

VIII. DEMAND ON TAXING DISTRICT SERVICES

Section VIII is amended by inserting the following paragraph at the end of the Section:

After the term of the Project Area, the taxing districts will receive the benefits of an increased property tax base.

IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

Section IX is deleted and replaced by the following text:

This Redevelopment Plan and Project include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan and Project.
Therefore, the overall proposed land use is consistent with the intent and direction set forth by comprehensive and strategic planning efforts.

X. PHASING AND SCHEDULING

Section X is amended by deleting the last sentence of the Section and replacing it with the following text:

The estimated date for completion of redevelopment projects in the Project Area is no later than December 31, 2034, the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted.

XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

No changes.

XII. COMMITMENT TO FAD* EMPLOYMENT PRACTICES, AFFBRMATTVE ACTION PLAN AND PREVAILING WAGE AGREEMENT

Section XII is deleted and replaced by the following text:

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Plan, including, but not limited to- hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.

B) Redevelopers must meet the City's standards for participation of 24 percent Minority Business Enterprises and 4 percent Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.

C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

D) Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

FIGURES & EXHIBITS

Figure 1: Project Area Boundary Map - No Change

Figure 2: Proposed Land Use Plan - To be deleted and replaced with Amended Figure 2 - Proposed Land Use Plan

Figure 3: Planning Subareas - No Change

Figure 4: Acquisition Plan: To be deleted and replaced with Amended Figure 4 - Acquisition Plan

Exhibit I: Estimated Redevelopment Project Costs - To be deleted and replaced by Amended Exhibit I - Estimated Redevelopment Project Costs

Exhibit II: 1997 Estimated Equalized Assessed Valuation by Tax Parcel - To be deleted and replaced with the actual Certified Equalized Assessed Valuation by Tax Parcel by the Cook County Clerk. Please see amended Exhibit II

Exhibit III: Roosevelt/Racine Projec rea Tax Increment Financing Eligibility Study -No change

Exhibit IV: Roosevelt/Racine Project Area Legal Description - No change

Exhibit V: Parcels to be Acquired - To be deleted and replaced by Amended Exhibit V- Parcels to be Acquired

[Amended Figures 2 and 4 referred to in this Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan Amendment Number 2 printed on pages 57375 and 57376 of this *Journal*.]

(Sub)Exhibit I to Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan Amendment Number 1 and Amended (Sub)Exhibits I, II and V referred to in this Roosevelt/Racine Tax Increment Financing Redevelopment Project and Plan Amendment Number 2 read as follows:

(Sub)Exhibit I.

(To Roosevelt/Racine Tax Increment Financing Redevelopment Project And Plan Amendment No. 1)

Estimated Redevelopment Project Cost from Amendment No. 1 (included merely as a reference and is being deleted and replaced by the exhibit on the following page totaling $99,500,000)

Eligible Activities:

1. Professional Services	$ 1,000,000
2. Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	$ 7,500,000
3. Rehabilitation Costs	$ 1,000,000
4. Eligible Construction Costs (Affordable Housing)	$11,000,000
5. Relocation Costs	$ 2,000,000
6. Public Works or Improvements	$18,000,000
7. Job Training, Retraining and Welfare to Work Costs	$ 4,500,000
8. Interest Costs	$ 1,000,000
9. Child Day Care Costs	$ 1,000,000
TOTAL ELIGIBLE REDEVELOPMENT PROJECT COSTS:	$47,000,000

Amended (Sub)Exhibit I.

(To Roosevelt/Racine Tax Increment Financing Redevelopment
Project And Plan Amendment No. 2)

Estimated Redevelopment Project Costs (replaces the exhibit
from Amendment No. 1 that is shown above)

Redevelopment Project Area.

Eligible Activities:

1.	Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	$ 500,000
2.	Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	$30,000,000
3.	Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Costs	$40,000,000
4.	Public Works and Improvements, including streets and utilities, parks and open space, public facilities (schools and other public facilities) (Note 1 below)	$24,000,000
5.	Job Training, Retraining, Welfare-to-Work	$ 500,000
6.	Financing costs	$ 1,000,000
7.	Day Care Services	$ 500,000
8.	Relocation costs	$ 1,000,000
9.	Interest subsidy	$ 2,000,000
	TOTAL ELIGIBLE REDEVELOPMENT PROJECT COSTS: (Notes 2 -- 5 below)	$99,500,000

Notes for Exhibit I of Redevelopment Project Costs

(1) This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of this Plan.

(2) Total Redevelopment Project Costs represent an upper limit on expenditures that are to be funded using Tax Increment revenues and exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These additional financing costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs. Adjustments to the estimated line item costs in Exhibit I are anticipated and may be made by the City without further amendment to this Plan, to the extent permitted by the Act. Each individual project cost will be reevaluated in light of the projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line items set forth above are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

(3) The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.

(4) All costs are shown in 2013 dollars and may be increased by five percent (5%) after adjusting for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U.S. Department of Labor, or other similar index acceptable to the City.

(5) Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

Appendix -- Amended Figure 2.
(To Roosevelt/Racine Tax Increment Financing Redevelopment
Project And Plan Amendment No. 2)

Proposed Land-Use Plan.

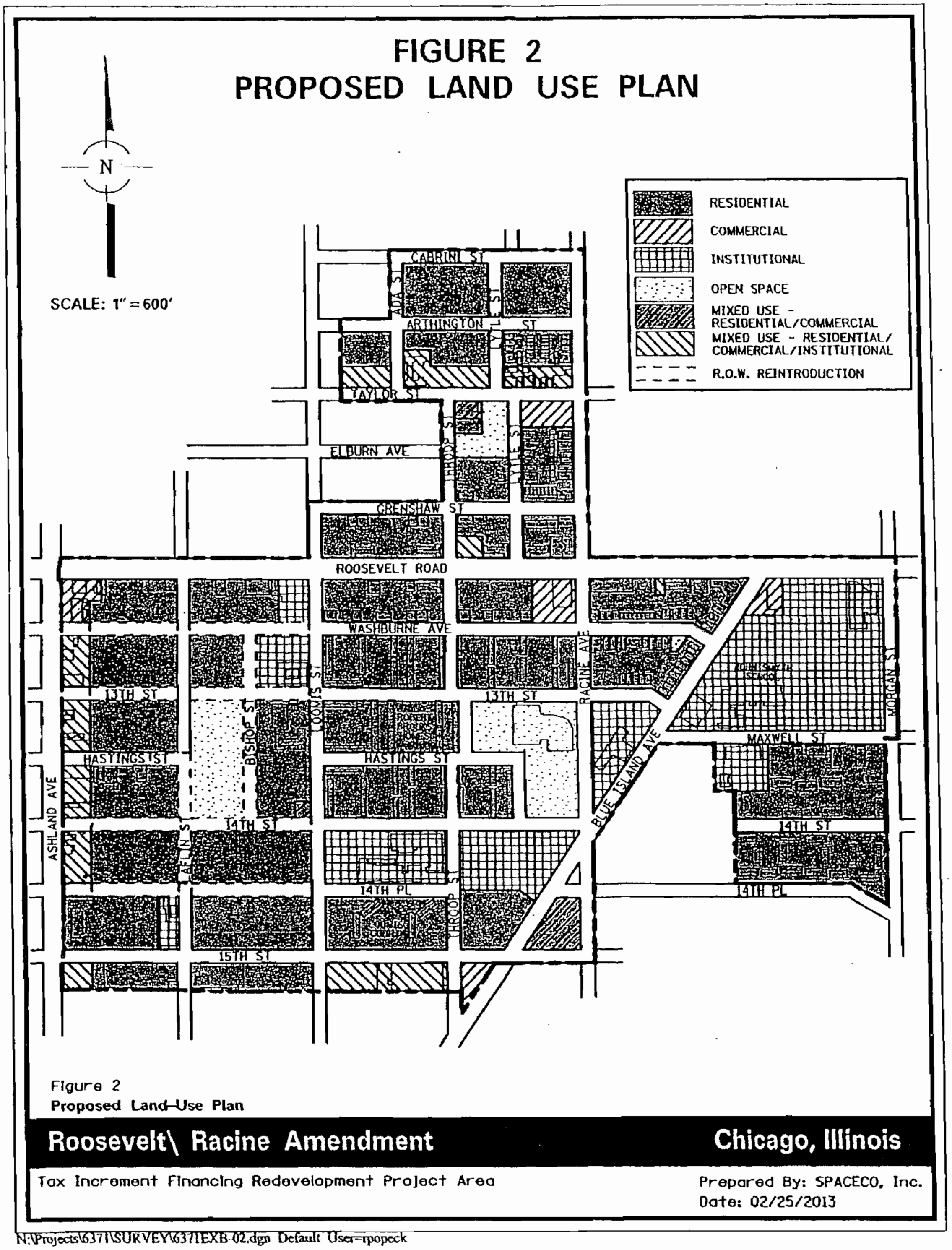
FIGURE 2
PROPOSED LAND USE PLAN
N
SCALE: 1" = 600'
RESIDENTIAL
COMMERCIAL
INSTITUTIONAL
OPEN SPACE
MIXED USE - RESIDENTIAL/COMMERCIAL
MIXED USE - RESIDENTIAL/COMMERCIAL/INSTITUTIONAL
R.O.W. REINTRODUCTION
CABRINI ST
ADA ST
ARTHINGTON ST
TAYLOR ST
ELBURN AVE
LOOMIS ST
CRENSHAW ST
ROOSEVELT ROAD
WASHBURNE AVE
13TH ST
HASTINGS ST
14TH ST
14TH PL
15TH ST
ASHLAND AVE
LAFLIN ST
BISHOP ST
THROOP ST
RACINE AVE
BLUE ISLAND AVE
MAXWELL ST
MORGAN ST
Figure 2
Proposed Land-Use Plan
Roosevelt\ Racine Amendment
Chicago, Illinois
Tax Increment Financing Redevelopment Project Area
Prepared By: SPACECO, Inc.
Date: 02/25/2013

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Appendix -- Amended Figure 4.
(To Roosevelt/Racine Tax Increment Financing Redevelopment Project And Plan Amendment No. 2)

Acquisition Plan.

FIGURE 4
ACQUISITION PLAN

ACQUISITION PARCEL PINs	
17-20-100-008	17-20-112-006
17-20-100-009	17-20-112-009
17-20-101-002	17-20-112-010
17-20-101-003	17-20-112-011
17-20-101-006	17-20-112-013
17-20-101-007	17-20-112-039
17-20-101-008	17-20-112-040
17-20-101-009	17-20-116-003
17-20-104-003	17-20-116-009
17-20-104-004	17-20-116-010
17-20-108-002	17-20-116-011

▨ ACQUISITION PARCELS

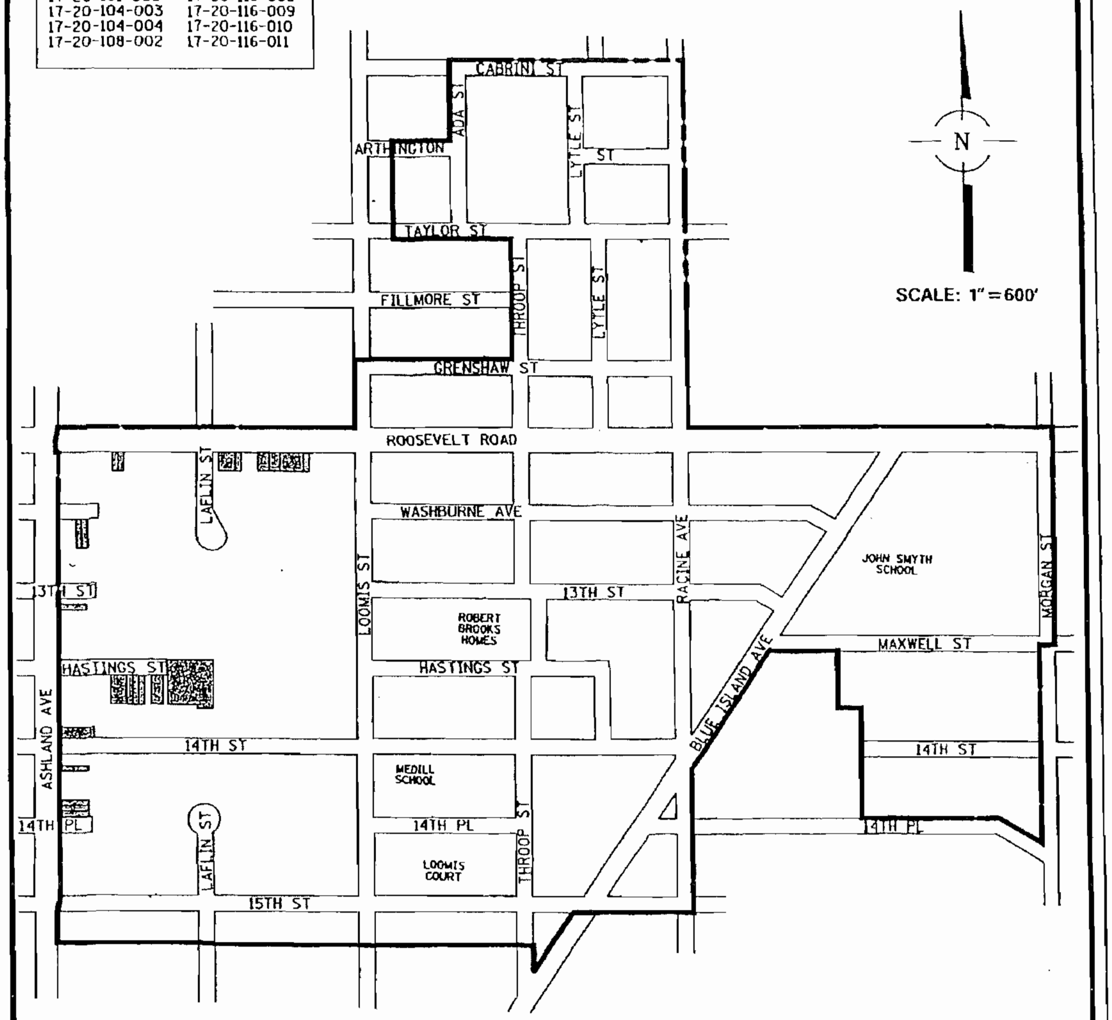

N
SCALE: 1" = 600'
CABRINI ST
ADA ST
ARTHINGTON ST
LYTLE ST
TAYLOR ST
FILLMORE ST
THROOP ST
LYTLE ST
CRENSHAW ST
ROOSEVELT ROAD
LAFLIN ST
WASHBURNE AVE
RACINE AVE
JOHN SMYTH SCHOOL
MORGAN ST
13TH ST
LOOMIS ST
ROBERT BROOKS HOMES
13TH ST
MAXWELL ST
HASTINGS ST
HASTINGS ST
BLUE ISLAND AVE
ASHLAND AVE
14TH ST
14TH ST
MEDILL SCHOOL
14TH PL
14TH PL
14TH PL
LAFLIN ST
THROOP ST
LOOMIS COURT
15TH ST

Figure 4
Acquisition Plan

Roosevelt\ Racine Amendment **Chicago, Illinois**

Tax Increment Financing Redevelopment Project Area

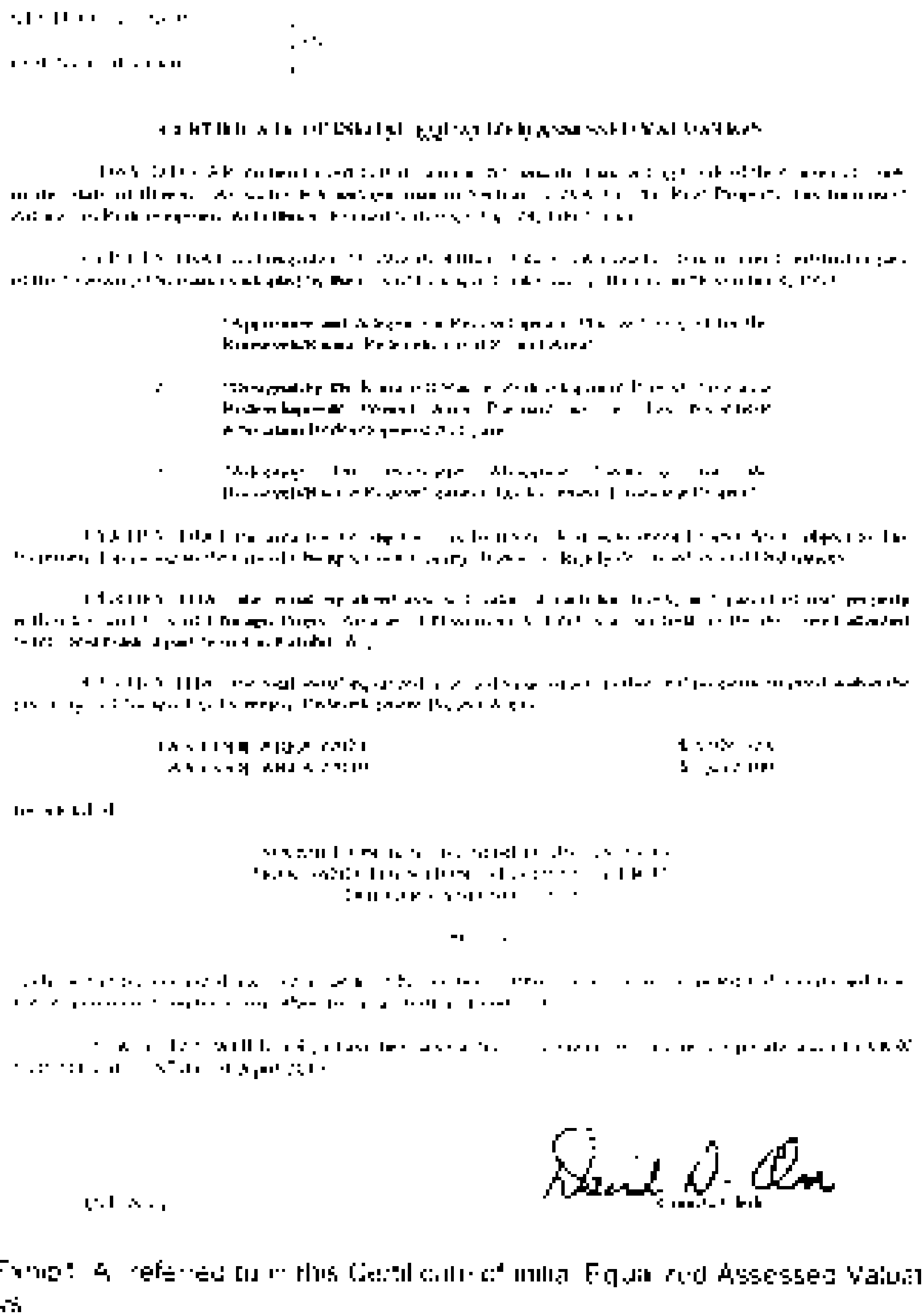
Prepared By: SPACECO, Inc.
Date: 02/25/2013

N:\Projects\6371\SURVEY\6371EXB-03.dgn Default User=rpopeck

Amended (Sub)Exhibit "C".

(To Roosevelt/Racine Tax Increment Financing Redevelopment Project And Plan Amendment No. 2)

Certified Base Equalized Assessed Value By Tax Parcel.



(Sub)Exhibit "A" referred to in this Certificate of Initial Equalized Assessed Valuation reads as follows:

(Sub)Exhibit A
(To Certificate Of Initial Equalized Assessed Valuation)

1997 Estimated Equalized Assessed Valuation By Tax Parcel

[illegible]

DATE 04/28/2010 [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN THIS REDEV. PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN THIS PROJECT AREA
17-17-320-001-0000	0
17-17-320-002-0000	0
17-17-321-001-0000	0
[illegible]	0
[illegible]	0
17-17-321-004-0000	0
[illegible]	0
17-17-321-017-0000	0
17-17-321-018-0000	0
17-17-321-019-0000	0
17-17-321-020-0000	0
17-17-321-021-0000	0
17-17-321-022-0000	0
17-17-321-023-0000	0
17-17-321-024-0000	0
17-17-321-025-0000	0
17-17-321-026-0000	0
17-17-321-027-0000	0
17-17-321-028-0000	0
[illegible]	0
[illegible]	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	
[illegible]	[illegible]
[illegible]	0
[illegible]	0

[illegible]

DATE 04/29/2013 [illegible] CITY OF CHICAGO ROOSEVELT [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH PROJECT AREA	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17 17 321 013 4004	0
17 17 321 014-4005	0
17-17 321-011-4006	0
17 17 323 034 4000	0
17 17 323 034 4001	0
17 17 323-034 4002	0
17 17 323 034-4003	0
17 17-323-034-4004	0
17 17 323 034 4005	0
17-17-321-034-4006	0
17-17-321-015 4000	0
17-17 321-015-4001	0
17-17-321 015-4002	0
17-17 321-015-4003	0
17 17 321-015-4004	0
17 17 321-015 4005	0
17 17 321-015 4006	0
17-17 321-016-4008	0
17 17-323 016-4001	0
17 17 323 [illegible] 4002	[illegible]
[illegible] 4001	[illegible]
[illegible] 4000	0
17 17 323 [illegible] 0003	0
[illegible]	[illegible]
[illegible]	0
17-17-321 [illegible]	0
17 17 323 042 0000	0

(Continued)

[illegible] AGENCY: [illegible] THE CITY OF CHICAGO-[illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH PROJECT AREA:	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
17-17-323-043-0000	0
17-17-323-044-0000	0
17-17-323-045-0000	0
17-17-323-046-0000	0
17-17-323-047-0000	0
17-17-323-048-1000	0
17-17-323-048-1001	0
17-17-323-048-1002	0
17-17-323-048-1003	0
17-17-332-006-0000	0
17-17-332-007-0000	0
17-17-332-008-0000	0
17-17-332-009-0000	0
17-17-332-010-0000	0
17-17-332-011-0000	0
17-17-332-012-0000	0
17-17-332-013-0000	0
17-17-332-014-0000	0
17-17-332-015-0000	0
17-17-332-016-0000	0
[illegible]	
17-17-332-018-0000	0
17-17-332-019-0000	0
[illegible]	[illegible]
17-17-332-021-0000	0
17-17-332-022-0000	0
17-17-332-023-0000	0

[illegible]

DATE [illegible] AGENCY [illegible] CITY OF CHICAGO - [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL OF REAL ESTATE PROPERTY WITHIN SUCH SPECIAL PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
17-17-332-024-0000	0
17-17-333-007-0000	0
17-17-333-008-0000	0
17-17-333-009-0000	0
17-17-333-010-0000	0
17-17-333-011-0000	0
17-17-333-012-0000	0
17-17-333-013-0000	0
17-17-333-014-0000	0
17-17-333-015-0000	0
17-17-333-016-0000	0
17-17-333-017-0000	0
17-17-333-018-0000	0
17-17-333-019-0000	0
17-17-333-020-0000	0
17-17-333-021-0000	0
17-17-333-022-0000	0
17-17-333-023-0000	0
[illegible]	0
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-17-333-032-0000	0

[illegible]

DATE: 04/28/2011 AGENCY [illegible] CITY OF CHICAGO [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-17-331-015-0000	0
17-17-331-018-0000	0
17-17-332-025-0000	0
17-17-331-016-0000	0
17-17-333-027-0000	0
17-17-331-030-0000	0
17-17-333-039-0000	0
17-17-333-040-0000	0
17-17-333-041-0000	0
17-17-333-042-0000	0
17-17-333-043-0000	0
17-17-333-044-0000	0
17-17-333-045-0000	0
17-17-333-046-0000	0
17-17-334-005-0000	0
17-17-334-009-0000	0
17-17-334-014-0000	0
17-17-334-015-0000	0
17-17-334-021-0000	0
17-17-334-022-0000	0
17-17-334-024-0000	0
17-17-334-025-0000	0
17-17-334-026-0000	0
[illegible]	0
17-17-334-028-0000	0
17-17-334-029-0000	0
17-17-334-030-0000	0

EXHIBIT D

DATE 04/26/2013 [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SAID SPECIAL PROJECT AREA	2011 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SAID PROJECT AREA
17-17-334-001-0000	0
17-17-334-012-0000	0
17-17-334-011-0000	
17-17-334-034-0000	0
17-17-334-035-0000	0
17-17-334-036-0000	0
17-17-334-037-0000	0
17-17-334-038-0000	0
17-17-334-039-0000	0
17-17-334-040-0000	
17-17-334-041-0000	0
17-17-334-042-0000	0
17-17-334-043-0000	0
17-17-334-044-0000	0
17-17-334-045-4000	0
17-17-334-045-4001	0
17-17-334-045-4002	0
17-17-334-045-4003	0
17-17-334-045-4004	0
17-17-334-045-4005	0
[illegible]	[illegible]
[illegible]	
[illegible]	0
[illegible]	
[illegible]	0
[illegible]	0
17-17-334-045-4005	0

TIFNAME: [illegible]

DATE: [illegible] AGENCY: [illegible] THE CITY OF CHICAGO [illegible] REDEVELOPMENT [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA.
17-17-334-046-4000	0
17-17-334-047-4000	0
17-17-334-047-4001	0
17-17-334-047-4002	0
17-17-334-047-4003	0
17-17-334-047-4004	0
17-17-334-047-4005	0
17-17-334-047-4006	0
17-17-334-048-4000	0
17-17-334-048-4001	0
17-17-334-048-4002	0
17-17-334-048-4003	0
17-17-334-049-4000	0
17-17-334-049-4001	0
17-17-334-049-4002	0
17-17-334-049-4003	0
17-17-334-050-4000	0
17-17-334-050-4001	0
17-17-334-050-4002	0
17-17-334-050-4003	0
17-17-334-050-4004	0
17-17-334-050-4005	0
17-17-334-050-[illegible]	0
17-17-334-051-[illegible]	[illegible]
[illegible]	[illegible]
17-17-334-051-4002	0
17-17-334-051-4001	0

[illegible]

DATE [illegible] AGENCY [illegible] TIF CITY OF CHICAGO [illegible] AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH (TIF) PROJECT AREA:	1996 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA.
17-27-134-052-4030	0
17-27-134-052-4031	0
17-27-134-052-4032	0
17-27-134-052-4033	0
17-27-134-052-4034	0
17-27-134-052-4035	0
17-27-134-052-4036	0
17-27-335-001-0000	0
17-27-335-002-0000	0
17-27-335-003-0000	0
17-27-335-004-0000	0
17-27-335-005-0000	0
17-27-335-006-0000	0
17-27-335-007-0000	0
17-27-335-008-0000	0
17-27-335-009-0000	0
17-27-335-010-0000	0
17-27-335-011-0000	0
17-27-335-012-0000	0
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-28-108-021-0000	0

[illegible]

DATE [illegible] AGENCY [illegible] THE CITY OF CHICAGO-[illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-100-012-0000	1,119
17-20-100-013-0000	1,129
17-20-100-014-0000	1,909
17-20-100-015-0000	29,010
17-20-100-016-0000	55,742
17-20-100-017-0000	3,335
17-20-100-018-0000	3,315
17-20-100-035-0000	38,963
17-20-100-026-0000	47,102
17-20-101-021-0000	4,391
17-20-101-022-0000	1,282
17-20-101-023-0000	1,382
17-20-100-024-0000	15,610
17-20-100-040-0000	0
17-20-100-041-0000	0
17-20-100-042-0000	0
17-20-101-016-0000	226,159
17-20-101-021-0000	1,170
17-20-101-022-0000	9,482
[illegible]	1,731
[illegible]	[illegible]
[illegible]	[illegible]
17-20-101-024-0000	21,613
[illegible]	[illegible]
[illegible]	[illegible]
17-20-102-025-0000	10,481
17-20-102-010-0000	28,151

[illegible]

DATE 04/29/2013 AGENCY [illegible] TIF CITY OF CHICAGO-ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL OF REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA.	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-101-031-0000	33,070
17-20-101-012-0000	9,294
17-20-101-039-0000	0
17-20-101-040-0000	28,444
17-20-101-061-0000	0
17-20-102-049-0000	0
17-20-102-050-0000	0
17-20-102-052-0000	0
17-20-102-047-0000	0
17-20-102-054-0000	54,031
17-20-102-055-0000	72,305
17-20-102-056-0000	11,437
17-20-102-057-0000	43,197
17-20-102-058-0000	51,452
17-20-102-059-0000	9,475
17-20-102-060-0000	19,659
17-20-102-061-0000	9,977
17-20-102-062-0000	70,554
17-20-102-063-0000	9,[illegible]
17-20-102-064-0000	[illegible]
[illegible]	[illegible]
[illegible]	17,[illegible]
17-20-103-002-0000	[illegible]
[illegible]	[illegible]
17-20-103-005-0000	36,919
17-20-103-006-0000	2,546
17-20-103-007-0000	16,625

[illegible]

DATE 04/29/2013 AGENCY: 03 0210 591 TIF CITY OF CHICAGO ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH PROJECT AREA	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-103-008-0000	4,349
17-20-103-009-0000	4,349
17-20-103-010-0000	21,295
17-20-103-013-0000	127,460
17-20-103-032-0000	6,999
17-20-103-033-0000	4,349
17-20-103-034-0000	10,128
17-20-103-047-0000	0
17-20-103-051-0000	31,201
17-20-103-052-0000	5,156
17-20-103-053-0000	35,105
17-20-103-054-0000	1,851
17-20-103-055-0000	1,101
17-20-103-056-0000	5,042
17-20-103-057-0000	1,402
17-20-103-058-0000	3,391
17-20-103-059-0000	4,037
17-20-103-060-0000	30,621
17-20-103-061-0000	42,[illegible]
17-20-103-062-0000	[illegible]
[illegible]	[illegible]
[illegible]	0
17-20-104-001-0000	[illegible]
17-20-104-[illegible]-0000	0
17-20-104-0[illegible]-0000	0
17-20-104-024-0000	0
17-20-104-025-0000	0

[illegible]

DATE [illegible] AGENCY [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
17-20-104-025-0000	0
17-20-104-027-0000	0
17-20-104-047-0000	0
17-20-104-048-0000	0
17-20-104-049-0000	0
17-20-105-009-0000	0
17-20-105-[illegible]-0000	0
17-20-105-[illegible]-0000	0
17-20-105-020-0000	0
17-20-105-021-0000	0
17-20-105-022-0000	0
17-20-105-023-0000	0
17-20-105-024-0000	0
17-20-105-025-0000	0
17-20-105-026-0000	0
17-20-105-027-0000	0
17-20-105-028-0000	0
17-20-105-029-0000	0
17-20-105-[illegible]-0000	0
17-20-105-[illegible]	0
[illegible]	[illegible]
[illegible]	[illegible]
17-20-105-[illegible]	[illegible]
[illegible]	
[illegible]	[illegible]
17-20-105-[illegible]	[illegible]
17-20-105-038-0000	0

EXHIBIT [illegible]

DATE 12/20/2012 [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH TAX INCREMENT AREA.	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-105-019-0000	0
17-20-105-040-0000	0
17-20-105-041-0000	0
17-20-105-042-0000	0
17-20-105-043-0000	0
17-20-105-044-0000	0
17-20-105-045-0000	0
17-20-105-046-0000	0
17-20-105-047-0000	0
17-20-105-056-0000	0
17-20-105-057-0000	0
17-20-106-058-0000	0
17-20-106-059-0000	0
17-20-106-060-0000	0
17-20-106-061-0000	0
17-20-110-046-0000	0
17-20-104-021-0000	15,240
17-20-101-002-0000	2,197
17-20-123-003-0000	0
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-105-002-0000	[illegible]
17-20-105-003-0000	0

[illegible]

DATE 01/20/2010   AGENCY: 03-0210 [illegible] TIF CITY OF CHICAGO ROOSEVELT/RACINE AMD

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH TIF PROJECT AREA:	2007 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-109-004-0000	0
17-20-109-005-0000	0
17-20-109-006-0000	0
17-20-109-007-0000	0
17-20-109-008-0000	0
17-20-109-009-0000	0
17-20-109-010-0000	0
17-20-109-011-0000	0
17-20-109-012-0000	0
17-20-109-013-0000	0
17-20-109-014-0000	0
17-20-109-015-0000	0
17-20-109-016-0000	0
17-20-109-017-0000	0
17-20-109-018-0000	0
17-20-109-019-0000	0
17-20-109-020-0000	0
17-20-109-021-0000	0
17-20-109-022-0000	0
17-20-109-023-0000	0
[illegible]	[illegible]
17-20-109-025-0000	[illegible]
17-20-109-026-0000	[illegible]
[illegible]	[illegible]
17-20-109-028-0000	[illegible]
17-20-109-029-0000	0
17-20-109-030-0000	0

EXHIBIT X

PAGE 04/25/2010 [illegible] THE CITY OF CHICAGO [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN [illegible] PROJECT AREA.	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN [illegible] PROJECT AREA.
17-20-109-011-0000	0
17-20-109-012-0000	0
17-20-109-013-0000	0
17-20-109-014-0000	0
17-20-109-015-0000	0
17-20-109-016-0000	0
17-20-109-017-0000	0
17-20-109-038-0000	0
17-20-109-039-0000	0
17-20-109-040-0000	0
17-20-109-041-0000	0
17-20-109-042-0000	0
17-20-109-043-0000	0
17-20-110-051-0000	0
17-20-111-001-0000	0
17-20-111-011-0000	0
17-20-111-014-0000	0
17-20-111-025-0000	0
17-20-111-027-0000	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	25,133
17-20-112-006-0000	55,050

CLS100355

DATE 04/24/2013 AGENCY 01-0210 501 035 CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL OF REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-112-029-0000	841
17-20-112-030-0000	845
17-20-112-031-0000	845
17-20-112-032-0000	0
17-20-112-033-0000	0
17-20-112-037-0000	10,174
17-20-112-038-0000	0
17-20-112-039-0000	0
17-20-112-040-0000	0
17-20-112-041-0000	0
17-20-112-042-0000	1,214
17-20-111-001-0000	0
17-20-111-002-0000	0
17-20-111-003-0000	0
17-20-111-004-0000	0
17-20-113-005-0000	0
17-20-113-006-0000	0
17-20-113-007-0000	0
17-20-113-008-0000	0
17-20-113-009-0000	0
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	0
17-20-113-015-0000	0
17-20-113-016-0000	0

[illegible]

DATE [illegible] AGENCY [illegible] THE CITY OF CHICAGO-[illegible] AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA.	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-113-[illegible]-0000	0
17-20-113-018-0000	0
17-20-113-[illegible]-0000	0
17-20-113-[illegible]-0000	0
17-20-113-045-0000	0
17-20-114-048-0000	0
17-20-115-048-0000	0
17-20-115-049-0000	0
17-20-116-052-0000	[illegible]
17-20-116-[illegible]-0000	[illegible]
17-20-116-[illegible]-0000	[illegible]
17-20-116-[illegible]-0000	[illegible]
17-20-116-[illegible]-0000	2,827
17-20-116-[illegible]-0000	0
17-20-116-[illegible]-0000	[illegible]
17-20-116-[illegible]-0000	[illegible]
17-20-116-046-0000	0
17-20-116-047-0000	0
17-20-116-048-0000	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	0
[illegible]	
17-20-118-[illegible]-0000	[illegible]
17-20-118-[illegible]-0000	0
17-20-118-[illegible]-0000	0

T100R-05

DATE 05/26/2010 AGENCY 03-0210-591-515 CITY OF CHICAGO ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH WITHIN PROJECT AREA	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-118-027-0000	0
17-20-119-001-0000	0
17-20-119-002-0000	0
17-20-119-003-0000	0
17-20-119-004-0000	0
17-20-119-005-0000	0
17-20-119-006-0000	0
17-20-119-007-0000	0
17-20-119-008-0000	0
17-20-119-009-0000	0
17-20-119-010-0000	0
17-20-119-011-0000	0
17-20-119-012-0000	0
17-20-119-013-0000	0
17-20-119-014-0000	0
17-20-119-015-0000	0
17-20-119-017-0000	0
17-20-119-020-0000	0
17-20-119-021-0000	0
17-20-119-022-0000	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-119-025-0000	0
[illegible]	
[illegible]	0
17-20-119-028-0000	0
17-20-119-029-0000	0

TIF [illegible]

DATE 04/08/2013 AGENCY 03-0210 511 101 CITY OF CHICAGO-ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL OF REAL ESTATE PROPERTY WITHIN SUCH TIF PROJECT AREA:	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN TIF PROJECT AREA:
17-20-119-030-0000	0
17-20-119-031-0000	0
17-20-119-032-0000	0
17-20-119-033-0000	0
17-20-120-031-0000	0
17-20-121-022-0000	0
17-20-121-023-0000	0
17-20-121-031-0000	0
17-20-121-034-0000	0
17-20-121-035-0000	0
17-20-121-039-0000	0
17-20-121-040-0000	0
17-20-122-040-0000	0
17-20-122-041-0000	0
17-20-123-037-0000	0
17-20-124-001-0000	0
17-20-124-002-0000	0
17-20-124-003-0000	0
17-20-124-004-0000	0
17-20-124-005-0000	0
17-20-124-006-0000	0
17-20-124-007-0000	0
17-20-124-008-0000	0
17-20-124-009-0000	[illegible]
17-20-124-010-0000	0
17-20-124-011-0000	0
17-20-124-012-0000	0

[illegible]

DATE 04/15/2013 AGENCY 03-0210 551 THE CITY OF CHICAGO-ROOSEVELT/CANAL [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-124-013-0000	0
17-20-124-014-0000	0
17-20-124-019-0000	0
17-20-124-029-0000	0
17-20-125-001-0000	55,518
17-20-125-002-0000	[illegible]
17-20-125-003-0000	6,510
17-20-125-004-0000	6,470
17-20-125-005-0000	6,470
17-20-125-006-0000	6,470
17-20-125-007-0000	7,050
17-20-125-008-0000	6,470
17-20-125-009-0000	6,690
17-20-125-010-0000	10,319
17-20-125-011-0000	21,124
17-20-126-001-0000	[illegible]
17-20-126-002-0000	14,645
17-20-126-003-0000	26,036
17-20-126-004-0000	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-127-008-0000	1,405

[illegible]

DATE 04/28/2010 AGENCY 01-0210-551 TIF CITY OF CHICAGO-ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-127-009-0000	1,405
17-20-127-010-0000	1,405
17-20-127-012-0000	1,405
17-20-127-032-0000	1,405
17-20-127-033-0000	1,405
17-20-127-034-0000	1,405
17-20-127-035-0000	1,405
17-20-128-029-0000	576,827
17-20-129-001-0000	10,964
17-20-129-002-0000	6,076
17-20-129-003-0000	4,172
17-20-200-064-0000	29,211
17-20-200-067-0000	61,166
17-20-200-069-0000	11,292
17-20-203-015-0000	27,305
17-20-203-017-0000	15,595
17-20-203-018-0000	5,969
17-20-203-019-0000	0
17-20-203-040-0000	3,130
17-20-203-041-0000	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-200-080-0000	0

[illegible]

DATE [illegible] [illegible] 01-0210 [illegible] CITY OF CHICAGO-[illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA.	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
17-20-200-088-4001	2,[illegible]
17-20-200-088-4002	2,[illegible]
17-20-200-088-4003	2,[illegible]
17-20-200-089-4000	0
17-20-200-089-4001	2,151
17-20-200-089-4002	1,[illegible]
17-20-200-089-4003	2,[illegible]
17-20-200-089-4004	1,519
17-20-200-089-4005	1,[illegible]
17-20-200-089-4006	1,51[illegible]
17-20-200-090-4000	0
17-20-200-090-4001	2,[illegible]
17-20-200-090-4002	1,716
17-20-200-090-4003	2,8[illegible]
17-20-200-091-4000	0
17-20-200-091-4001	187
17-20-200-091-4002	1,717
17-20-200-091-4003	702
17-20-200-091-4004	1,[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-200-0[illegible]-40[illegible]	[illegible]
17-20-200-091-4013	265

[illegible]

DATE [illegible] AGENCY 03 0210-5-E [illegible] CITY OF CHICAGO ROOSEVELT [illegible] AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-200-091-4013	1,407
17-20-200-091-4014	1,731
17-20-200-091-4015	1,052
17-20-200-091-4016	1,104
17-20-200-091-4017	635
17-20-200-091-4018	1,254
17-20-200-091-4019	632
17-20-200-091-4020	1,257
17-20-200-091-4021	622
17-20-200-091-4022	1,228
17-20-200-091-4023	992
17-20-200-091-4024	245
17-20-200-091-4025	1,415
17-20-200-091-4026	1,249
17-20-200-091-4027	912
17-20-200-091-4028	1,190
17-20-200-091-4029	632
17-20-200-091-4030	1,265
17-20-200-091-4031	610
17-20-200-091-4032	1,231
[illegible]	[illegible]
[illegible]	541
17-20-200-091-4035	291
[illegible]	1,024
17-20-200-091-4037	1,140
17-20-200-091-4038	1,425
17-20-200-091-4039	992

CLRTR215

DATE 07-22-2013 AGENCY 03-0210 OF THE CITY OF CHICAGO ROOSEVELT RD/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SAID SUCH PROJECT AREA.	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OF PARCEL WITHIN SAID PROJECT AREA.
17-20-200-091-4040	1,044
17-20-200-091-4041	[illegible]
17-20-200-091-4042	1,296
17-20-200-091-4043	817
17-20-200-091-4044	2,759
17-20-200-091-4045	810
17-20-200-092-4000	0
17-20-200-092-4001	1,366
17-20-200-092-4002	1,247
17-20-200-092-4003	1,241
17-20-200-092-4004	1,095
17-20-200-092-4005	2,278
17-20-200-092-4006	1,499
17-20-200-092-4007	365
17-20-200-092-4008	1,267
17-20-200-092-4009	1,740
17-20-200-092-4010	1,726
17-20-200-092-4011	1,663
17-20-200-092-4012	1,027
17-20-200-092-4013	1,492
[illegible]	1,361
[illegible]	[illegible]
17-20-200-092-4016	1,512
[illegible]	[illegible]
[illegible]	1,437
17-20-200-092-4019	1,823
17-20-200-092-4020	1,085

[illegible]

DATE 06/24/2013 AGENCY 01 0310 030 TIF CITY OF CHICAGO ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-200-092-4021	454
17-20-200-092-4022	1,721
17-20-200-092-4023	454
17-20-200-092-4024	1,708
17-20-200-092-4025	1,208
17-20-200-092-4026	1,745
17-20-200-092-4027	1,529
17-20-200-093-4000	0
17-20-200-093-4001	1,835
17-20-200-093-4002	1,976
17-20-200-093-4003	2,092
17-20-200-094-4000	0
17-20-200-094-4001	1,999
17-20-200-094-4002	2,389
17-20-200-094-4003	2,236
17-20-201-031-0000	0
17-20-201-036-0000	0
17-20-201-037-0000	0
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	0
17-20-201-040-0000	[illegible]

(Continued)

DATE [illegible] AGENCY: [illegible] ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUBJECT AREA	[illegible] EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH SUBJECT AREA:
17-20-202-024-0000	0
17-20-202-025-0000	0
17-20-202-026-0000	0
17-20-202-027-0000	0
17-20-202-028-0000	0
17-20-202-029-0000	0
17-20-202-030-0000	0
17-20-202-031-0000	
17-20-202-032-0000	0
17-20-202-033-0000	0
17-20-202-034-0000	0
17-20-202-035-0000	0
17-20-202-036-0000	0
17-20-202-037-0000	0
17-20-202-046-0000	0
17-20-202-049-0000	0
17-20-202-053-0000	0
17-20-202-054-0000	0
17-20-202-055-0000	0
17-20-202-056-0000	0
[illegible]	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-[illegible]	12,958
17-20-[illegible]-0000	14,144

CONTINUED

DATE 04/20/2013 AGENCY 03-0210 CITY OF CHICAGO [illegible] AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2012 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
17-20-207-064-4008	7,097
17-20-207-064-4009	9,674
17-20-207-065-4000	15,597
17-20-207-066-4000	0
17-20-207-066-4001	5,651
17-20-207-066-4002	1,610
17-20-207-066-4003	1,097
17-20-207-066-4004	2,152
17-20-207-066-4005	1,497
17-20-207-066-4006	2,154
17-20-207-067-4000	0
17-20-207-067-4001	4,151
17-20-207-067-4002	951
17-20-207-067-4003	1,420
17-20-207-068-4000	1
17-20-207-068-4501	2,650
17-20-207-068-4502	3,252
17-20-207-068-4503	1,716
17-20-207-069-4010	0
17-20-207-069-4011	4,[illegible]
[illegible]	[illegible]
[illegible]	1,[illegible]
17-20-207-070-4001	0
[illegible]	2,132
17-20-207-070-4002	1,649
17-20-207-070-4003	2,014
17-20-207-071-4000	0

[illegible]

DATE 04/29/2010 AGENCY: 03-0311-590 TIF CITY OF CHICAGO-ROOSEVELT/RACINE AVE

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA	1997 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-207-071-4001	2,320
17-20-207-071-4002	1,945
17-20-207-071-4003	2,145
17-20-207-071-4004	1,045
17-20-207-071-4005	2,149
17-20-207-071-4006	1,420
17-20-207-072-4000	0
17-20-207-072-4001	2,209
17-20-207-072-4002	2,248
17-20-207-072-4003	2,357
17-20-207-073-4000	0
17-20-207-073-4001	2,002
17-20-207-073-4002	1,783
17-20-207-073-4003	2,108
17-20-207-073-4004	1,321
17-20-207-073-4005	2,108
17-20-207-073-4006	1,441
17-20-207-074-4000	0
17-20-207-074-4001	2,051
17-20-207-074-4002	[illegible]
[illegible]	2,055
17-20-207-075-4000	[illegible]
17-20-207-075-4001	2,226
[illegible]	[illegible]
[illegible]	1,955
17-20-207-076-4000	0
17-20-207-076-4001	2,355

CONTINUED

DATE 07/2[illegible]/2013 AGENCY 03-0250 [illegible] THE CITY OF CHICAGO [illegible]

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SPECIAL PROJECT AREA	1999 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA
17-20-207-075-8002	1,041
17-20-207-075-[illegible]	1,041
17-20-209-041-0000	0
17-20-210-002-0000	0
17-20-210-003-0000	0
17-20-210-004-0000	0
17-20-210-005-0000	0
17-20-210-006-0000	0
17-20-210-00[illegible]-0000	0
17-20-210-00[illegible]-0000	0
17-20-210-00[illegible]-0000	0
17-20-210-010-0000	0
17-20-210-017-0000	0
17-20-210-018-0000	0
17-20-210-036-0000	0
17-20-210-0[illegible]-0000	0
17-20-210-040-0000	0
17-20-210-041-0000	0
17-20-211-017-0000	[illegible]
17-20-211-0[illegible]-0000	
[illegible]	
[illegible]-0000	[illegible]
[illegible]-0000	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
17-20-212-005-0000	4,053
17-20-212-006-0000	5,[illegible]

[illegible]

Amended (Sub)Exhibit V.
(To Roosevelt/Racine Tax Increment Financing Redevelopment Project And Plan Amendment No. 2)

Parcels To Be Acquired.

Unit Number	Street	Permanent Index Numbers	Description	Occupied/ Vacant
1533	Roosevelt	17-20-100-008	Vacant Land	Vacant
1529	Roosevelt	17-20-100-009	Vacant Land	Vacant
1451 -- 1457	Roosevelt	17-20-101-002	Vacant Land	Vacant
1437 -- 1439	Roosevelt	17-20-101-006	Vacant Land	Vacant
1433 -- 1435	Roosevelt	17-20-101-007	Vacant Land	Vacant
1423 -- 1431	Roosevelt	17-20-101-008	Commercial	Vacant
1421	Roosevelt	17-20-101-009	Commercial	Vacant
1547	Washburne	17-20-104-003	Vacant Land	Vacant
1545	Washburne	17-20-104-004	Vacant Land	Vacant
1305	Ashland	17-20-108-002	Vacant Land	Vacant
1357 -- 1359	Ashland	17-20-112-006	Vacant Land	Vacant
1529	Hastings	17-20-112-009	Vacant Land	Vacant
1527	Hastings	17-20-112-010	Vacant Land	Vacant
1525	Hastings	17-20-112-011	Vacant Land	Vacant
1517	Hastings	17-20-112-013	Institutional	Vacant
1533	Hastings	17-20-112-039	Vacant Land	Vacant
1539	13th	17-20-112-040	Vacant Land	Vacant
1407	Ashland	17-20-116-003	Vacant Land	Vacant
1421	Ashland	17-20-116-009	Vacant Land	Vacant
1423	Ashland	17-20-116-010	Vacant Land	Vacant
1425	Ashland	17-20-116-011	Vacant Land	Vacant

Exhibit "B".
(To Ordinance)

CDC Resolution 13-CDC-12

State of Illinois)
) SS.
County of Cook)

Certificate.

Robert Wolf, the duly authorized and qualified Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the 14th day of May 2013 with the original resolution adopted at said meeting and noted in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 14th day of May 2013.

(Signed) Robert Wolf
Assistant Secretary

Community Development Commission
of the City of Chicago

Resolution 13-CDC-12

Recommending to the City Council of the
City of Chicago
For the Proposed
[illegible] No. 2
[illegible]

[illegible]
[illegible]

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the

Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers set forth in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Housing and Economic Development has conducted or caused to be conducted certain investigations, studies and surveys of the Roosevelt/Racine Redevelopment Project Area Amendment Number 2, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area"), and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

Roosevelt/Racine Redevelopment Plan and Project Amendment Number 2 (the "Plan"); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, A public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on February 26, 2013 at 6:00 P.M. at the St. Ignatius College Prep School, 1076 West Roosevelt Road, Chicago, Illinois, such date being more than 14 business days before the scheduled mailing of the notice of the Hearing (hereinafter defined) as specified in the Act, pursuant to notice from the City's Commissioner of the Department of Housing and Economic Development given on February 6, 2013, such date being more than 15 days before the date of the Public Meeting as specified in the Act, by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, on February 10, 2013 with a good faith effort, by regular mail, to all residents and to the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and to the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area); and

Whereas, The Report and Plan were made available for public inspection and review since March 1, 2013, being a date not less than 10 days before the Commission meeting at which the Commission adopted Resolution 13-CDC-6 on March 12, 2013 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Housing and Economic Development, Room 1000; and

Whereas, Notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on March 19, 2013, which is within a reasonable time after the adoption by the Commission of Resolution 13-CDC-6 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within 750 feet of the boundaries of the Area (or, if applicable, were determined to be the 750 residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on April 19, 2013, a date which is not more than 30 nor less than 10 days prior to the Hearing, and the second publication being on April 26, 2013, both in the Chicago Sun-Times, being newspapers of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area on April 15, 2013, being a date not less than 10 days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("D.C.E.O.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.E.O. and all Board members, on March 18, 2013, being a date not less than 45 days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area on March 18, 2013, being a date not less than 45 days prior to the date set for the Hearing; and

Whereas, The Hearing was held on May 14, 2013 at 1:00 P.M. at City Hall, 2nd Floor, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a "Redevelopment Project Area" and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on April 5, 2013 at 10:00 A.M. (being a date at least 14 days but not more than 28 days after the date of the mailing of the notice to the taxing districts on March 18, 2013 in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

Whereas, The Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than 20 years;

(d) to the extent required by Section 5/11-74.4-3(n)(7) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

(e) the Plan will not result in displacement of residents from inhabited units;

(f) the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

(g) as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a [blighted area] as defined in the Act;

[(h) if the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

(i) if the Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area;] [and]

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: May 14, 2013.

(Sub)Exhibit "A" referred to in this CDC Resolution 13-CDC-12 reads as follows:

(Sub)Exhibit "A".
(To CDC Resolution 13-CDC-12)

Street boundaries description of the area:

The area is generally bounded by Cabrini Street on the north; Morgan Street and Racine Avenue on the east; the east/west alley south of 15th Street on the south; and Ashland Avenue on the west.

LOAN AGREEMENT WITH KILPATRICK RENAISSANCE L.P. FOR ACQUISITION OF LAND AND CONSTRUCTION OF BUILDING AT 4117 N. KILPATRICK AVE.

[O2013-4994]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a loan agreement with Kilpatrick Renaissance L.P., amount of loan not to exceed: $3,300,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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

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

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing and Economic Development ("HED"); and

WHEREAS, HED has preliminarily reviewed and approved the making of a loan to Kilpatrick Renaissance L.P., an Illinois limited partnership (the "Borrower") whose general partner is

BRC Kilpatrick Renaissance GP LLC, an Illinois limited liability company, the managing member of which is BRC Development, Inc., an Illinois corporation, in an amount not to exceed $3,300,000 (the "Loan") to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

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

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Property (as defined in Exhibit A).

SECTION 4. This ordinance shall be in full force and effect as of the date of its passage and approval.

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

Exhibit "A".

Borrower: Kilpatrick Renaissance LP, an Illinois limited partnership (the "Borrower"), whose general partner is BRC Kilpatrick Renaissance GP LLC, the managing member of which is BRC Development, Inc., an Illinois corporation, and others to be hereafter selected as the limited partners.

Project:	Acquisition of land and construction of a six-story building to be located thereon at 4117 North [illegible] Avenue in Chicago, Illinois (the "Property") and of approximately [illegible] elderly housing units consisting of [illegible] one-bedroom and two-bedroom units for low-income elderly persons along with seven market rate units for elderly persons, together with related common space, offices and parking.	
Loan:	Source:	Multi-Family Program Funds
	Amount:	Not to exceed $1,500,000
	Term:	Not to exceed 30 years
	Interest:	Zero percent per annum or another interest rate acceptable to the Authorized Officer
	Security:	Non-recourse loan; second mortgage on the Property (the "City Mortgage")

Additional Financing:	1.	Amount:	Approximately $1,700,000
		Term:	Not to exceed 15 years, or another term acceptable to the Authorized Officer
		Source:	[illegible] Bank, N.A., or another source acceptable to the Authorized Officer
		Interest:	Five and three-tenths percent per annum, or another interest rate acceptable to the Authorized Officer
		Security:	A mortgage on the Property senior to the lien of the City Mortgage
	2.	Amount:	Approximately $11,200,000 (the "Bridge Loan")
		Term:	Not to exceed 3 years, or another term acceptable to the Authorized Officer
		Source:	[illegible] Bank, N.A., or another source acceptable to the Authorized Officer
		Interest:	Two and seventy-five hundredths percent per annum, or another interest rate acceptable to the Authorized Officer

Security: A mortgage on the Property senior to the lien of the City Mortgage.

3. Amount: Approximately $900,000.

Term: Not to exceed 30 years, or another term acceptable to the Authorized Officer.

Source: Chicago Low-Income Housing Trust Fund, or another source acceptable to the Authorized Officer.

Interest: Zero percent per annum or another interest rate acceptable to the Authorized Officer.

Security: A mortgage on the Property junior to the lien of the City Mortgage and/or a recapture agreement on the Property.

4. Amount: Approximately $700,000.

Term: Not to exceed 30 years, or another term acceptable to the Authorized Officer.

Source: Sponsor Loan from Federal Home Loan Bank grant proceeds, or another source acceptable to the Authorized Officer.

Interest: Zero percent annum or another interest rate acceptable to the Authorized Officer.

Security: A mortgage on the Property junior to the lien of the City Mortgage and/or a recapture agreement on the Property.

5. Low-Income Housing Tax Credit ("LIHTC") Proceeds: Approximately $14,850,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Bridge Loan.

Source: To be derived from the syndication of approximately $1,500,000 LIHTC allocation by the City.

LOAN AGREEMENT WITH VETERANS NEW BEGINNINGS L.P. FOR ACQUISITION OF LAND AND CONSTRUCTION OF BUILDING AT 8134 -- 8152 S. RACINE AVE.

[O2013-4993]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a loan agreement with Veterans New Beginnings L.P., amount of loan not to exceed: $2,400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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

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

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing and Economic Development ("HED"); and

WHEREAS, HED has preliminarily reviewed and approved the making of a loan to Veterans New Beginnings L.P., an Illinois limited partnership (the "Borrower"), of which the sole general partner is Veterans New Beginnings Development Corp., an Illinois not-for-profit corporation (the "General Partner"), the sole member of which is New Pisgah Missionary Baptist Church, an Illinois not-for-profit corporation (the "Sponsor"), in an amount not to exceed $2,400,000 (the "Loan"), to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

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

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Property (as defined on Exhibit A hereto). To the extent that the Borrower receives any funding sources in connection with the Project which require the restriction of the rental of the Property's residential dwelling units to certain categories of veterans, the provisions of Chapter 5-8 of the Municipal Code of Chicago which prohibit discrimination based on military discharge status shall not apply to the Project or the Property.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".

Borrower:	Veterans New Beginnings L.P., an Illinois limited partnership (the "Borrower"), of which the sole general partner is Veterans New Beginnings Development Corp., an Illinois not-for-profit corporation (the "General Partner"), the sole member of which is New Pisgah Missionary Baptist Church, an Illinois not-for-profit corporation (the "Sponsor"), and others to be hereafter selected as the limited partners.	
Project:	Acquisition of land and construction of a building to be located generally at 8134 -- 8152 South Racine Avenue in Chicago, Illinois (the "Property") and of approximately 54 dwelling units contained therein as studio units for low-income persons, along with certain common areas and approximately 18 parking spaces.	
Loan:	Source:	Multi-Family Program Funds.
	Amount:	Not to exceed $2,400,000.
	Term:	Not to exceed 32 years.
	Interest:	Not to exceed one and twenty-five one-hundredths percent (1.25%) compounding per annum, or another interest rate acceptable to the Authorized Officer.
	Security:	Non-recourse loan; second mortgage on the Property (the "City Mortgage").

Additional Financing: 1. Amount: Approximately $8,475,000 (the "Bridge Loan").

Term: 30 months, or another term acceptable to the Authorized Officer.

Source: BMO Harris Bank, N.A., or another source acceptable to the Authorized Officer.

Interest: Variable rate of interest based upon LIBOR plus a margin not greater than 3.5 percent, or another rate or rates acceptable to the Authorized Officer.

Security: Mortgage on the Property senior to the lien of the City Mortgage, and a pledge of capital contributions and general partner interests, or other security acceptable to the Authorized Officer.

2. Low-Income Housing Tax Credit ("LIHTC") Proceeds: Approximately $10,771,923, all or a portion of which may be paid in on a delayed basis, and a portion of which shall be used to retire the Bridge Loan.

Source: To be derived from the syndication of a LIHTC allocation of approximately $660,000 by the City and of a LIHTC allocation of approximately $480,000 by the Illinois Housing Development Authority.

3. Amount: Approximately $315,463.

Term: Not to exceed 35 years.

Source: Sponsor loan funded with Federal Home Loan Bank grant proceeds, or another source acceptable to the Authorized Officer.

Interest: Not to exceed one-half of one percent (0.5%) compounding per annum, or another interest rate acceptable to the Authorized Officer.

Security: Mortgage on the Property junior to the lien of the City Mortgage, which may be collaterally assigned to BMO Harris Bank, N.A. during the 15-year Affordable Housing Program compliance period and a recapture agreement in favor of BMO Harris Bank, N.A., or other security acceptable to the Authorized Officer.

4. Amount: Approximately $119,234.

Term: Not to exceed 35 years.

Source: Sponsor loan funded with Illinois Department of Commerce and Economic Opportunity grant proceeds, or another source acceptable to the Authorized Officer.

Interest: Not to exceed one-half of one percent (0.5%) compounding per annum, or another interest rate acceptable to the Authorized Officer.

Security: Mortgage on the Property junior to the lien of the City Mortgage, or other security acceptable to the Authorized Officer.

5. Amount: $100.

Source: General Partner capital contribution.

REDEVELOPMENT AGREEMENT WITH BREAKTHROUGH URBAN MINISTRIES, INC. FOR CONSTRUCTION AND REHABILITATION OF BUILDINGS AT 3209, 3227, 3322, 3330, 3334 W. CARROLL AVE. AND 326 AND 328 N. KEDZIE AVE.

[O2013-5428]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a redevelopment agreement with Breakthrough Urban Ministries, Inc., amount of note not to exceed: $3,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on February 27, 2002 and published at pages 79794 through 80002 of the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date, a certain redevelopment plan and project for the Chicago/Central Park Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"), and amended pursuant to an ordinance adopted on June 8, 2011 and published at pages [illegible] of the Journal of such date (such amended plan and project are referred to herein as the "Plan"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 27, 2002 and published at pages 80003 -- 80014 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on February 27, 2002 and published at pages 80015 -- 80025 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation ("Breakthrough") and Breakthrough Holdings, Inc., an Illinois not-for-profit corporation

("Affiliate"; together with Breakthrough, collectively, the "Developer"), has purchased and intends to purchase real property commonly known as 3227 West Carroll Avenue, 3209 West Carroll Avenue, 328 North Kedzie Avenue and 326 North Kedzie Avenue, all in Chicago, Illinois (the "City Parcels") and 3330 West Carroll Avenue, 3322 West Carroll Avenue and 3334 West Carroll Avenue all in Chicago, Illinois (the "Joshua Center Parcels"). The Developer plans to commence and complete construction and/or rehabilitation of three buildings offering youth and family services, women's services and a food pantry (the "Facility") and approximately 22 on-site parking spaces on the City Parcels and the Joshua Center Parcels. The Facility and related improvements are collectively referred to as the "Project;" and

WHEREAS, The appraised fair market value ("Fair Market Value") of the City Parcels is approximately $185,000; and

WHEREAS, The Developer has offered to purchase the City Parcels from the City for One and no/100 Dollars ($1.00) which is a $184,999 land write-down from the Fair Market Value, and the City is willing to sell the City Parcels to the Developer on the condition that the Developer thereafter commences and completes construction of the Project; and

WHEREAS, The City's Department of Housing and Economic Development ("HED") published notice on three (3) separate dates April 19, 2011, May 3, 2011 and May 10, 2011, each requesting alternative proposals for the redevelopment of the City Parcels, and provided a 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 notices; and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by incremental taxes, if any; and

WHEREAS, Pursuant to Resolution 11-CDC-17 (the "Resolution") adopted by the Community Development Commission of the City (the "Commission") on April 12, 2011, the Commission recommended that the Developer be designated as the developer for the Project and that HED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of HED (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) a redevelopment agreement between the Developer and the City in substantially the form attached hereto as

Exhibit A and made a part hereof (the "Redevelopment Agreement") and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The sale of the City Parcels to the Developer for One and no/100 Dollars ($1.00) is hereby approved, subject to the terms of the Redevelopment Agreement and the Developer's execution, delivery and recording of the Redevelopment Agreement.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the City Parcels to the Developer, subject to the Developer's execution of and compliance with the terms and conditions of the Redevelopment Agreement.

SECTION 6. A note of the City in an aggregate principal amount up to $3,500,000 shall be issued for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Improvements") and shall be designated as follows: "Tax Increment Allocation Revenue Note (Breakthrough Urban Ministries Redevelopment Project), Taxable Series A" in the maximum aggregate principal amount of $3,500,000 (the "City Note"). The City Note shall be substantially in the form attached to the Redevelopment Agreement as (Sub)Exhibit M, and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Authorized Officer (the person duly appointed and serving as the Chief Financial Officer of the City, or if no such person has been appointed, then the City Comptroller, being each referred to herein as an "Authorized Officer") of the City, at the time of issuance to reflect the purpose of the issue. The City Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Note are hereby appropriated for the purposes set forth in this Section 6.

The City Note shall mature as described in the Redevelopment Agreement, and shall bear interest at a fixed interest rate as described in the Redevelopment Agreement until the principal amount of the City Note is paid or until maturity, with the exact rate to be determined by the Authorized Officer, computed on the basis of a 360-day year of twelve 30-day months.

The principal of and interest on the City Note shall be paid by check, draft or wire transfer of funds by the Authorized Officer of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the City Note is registered at the close of business on the payment date, in any event no later than at the close of business on the 15th day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

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

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

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

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

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

No service charge shall be made for any transfer of the City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the City Note.

SECTION 8. Subject to the limitations set forth herein, the Authorized Officer is authorized to determine the terms of the City Note and to issue the City Note on such terms as the Authorized Officer may deem to be in the best interest of the City. The principal of the City Note shall be subject to prepayment as provided in the form of City Note attached to the Redevelopment Agreement as (Sub)Exhibit M. As directed by the Authorized Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 9. The City Note hereby authorized shall be executed as in this ordinance and the Redevelopment Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Redevelopment Agreement, and thereupon, said City Note shall be deposited with the Commissioner, and delivered by the Commissioner to the Developer.

SECTION 10. Pursuant to the TIF Ordinance, the City has created or will create the Chicago/Central Park Redevelopment Project Area Special Tax Allocation Fund (the "Fund"). The Authorized Officer is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area are to be deposited into the Fund.

There is hereby created within the Fund a special sub-account to be known as the "Breakthrough Urban Ministries Project Account" (the "Project Account"). The City shall designate and deposit into the Project Account the Available Incremental Taxes (as defined in the Redevelopment Agreement). The City hereby assigns, pledges and dedicates the Project Account, together with all amounts on deposit therein, to the payment of the principal of and interest, if any, on the City Note when due under the terms of the Redevelopment Agreement and in accordance with the debt service schedules attached to the notes. Upon deposit, the monies on deposit in the Project Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Project Account. All monies on deposit in the Project Account shall be used to pay the principal of and interest on the City Note, at maturity or upon payment or redemption prior to maturity, in accordance with the terms of such note, which payments from the Project Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the City Note and the Redevelopment Agreement in accordance with their terms, the amounts on deposit in the Project Account, as applicable, shall be deposited in the Fund of the City and the Project Account shall be closed.

Notwithstanding any of the foregoing, payments on the City Note will be subject to the availability of Incremental Taxes in the Project Account.

SECTION 11. The City Note are special limited obligations of the City. The City Note is payable solely from Available Incremental Taxes, and shall be a valid claim of the registered owners thereof only against said sources. The City Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the City Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Note.

SECTION 12. Moneys on deposit in the Fund or the Project Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Note.

SECTION 13. Pursuant to the Redevelopment Agreement, the Developer shall complete the Project. The City will reimburse certain project costs of the Project constituting TIF-Funded Improvements up to the maximum amount of $3,500,000, which evidenced by Certificates of Expenditure shall be deemed to be a disbursement of the proceeds of the City Note. Upon issuance, the City Note shall have in the aggregate an initial principal balance equal to the Developer's prior expenditures for TIF-Funded Improvements up to a maximum amount of $3,500,000, as evidenced by Certificates of Expenditure delivered in accordance with the Redevelopment Agreement, and subject to the reductions described in the Redevelopment Agreement. After issuance, the principal amount outstanding under the City Note shall be the initial principal balance of the City Note, minus any principal amount and interest paid on the City Note and other reductions in principal as provided in the Redevelopment Agreement.

SECTION 14. The Mayor, the Authorized Officer, the City Clerk or any Deputy Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

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

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

SECTION 17. 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 18. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 19. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A"
To Ordinance

Breakthrough Urban Ministries
Redevelopment Agreement

This Breakthrough Urban Ministries Redevelopment Agreement (this "**Agreement**") is made as of this ______ day of ____________, 20__, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Housing and Economic Development ("**HED**"), and Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation ("**Breakthrough**") and Breakthrough Holdings, LLC, an Illinois not-for-profit corporation ("**Holdings**") (together with Breakthrough, the "**Developer**").

RECITALS

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

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

C. **City Council Authority**. To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on February 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Chicago/Central Park Tax Increment Financing Redevelopment Project Area" (the "**Plan Adoption Ordinance**"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Chicago/Central Park Tax Increment Financing Redevelopment Project Area as a Redevelopment Project Area Pursuant to the [illegible] Increment Allocation Redevelopment Act [illegible] ("An Ordinance [illegible] Adopting Tax Increment Allocation Financing [illegible] Redevelopment Project Area" (the "**TIF Adoption Ordinance**") [illegible] (the "**TIF Ordinances**") [illegible] (the "**Redevelopment Area**") [illegible].

D. **The Project.** [illegible] (the "**Acquisition**") [illegible] Exhibit B [illegible] (the "**Property**") [illegible] **Section 3.01** [illegible] (the "**Facility**") [illegible] square [illegible]. The Facility [illegible] **Exhibit D** [illegible] (the "**Project**"). [illegible]

FamilyPlex Center. [illegible] from the City [illegible] (the "**City Parcels**"):

Use of Parcel	**Street Address**	**PIN**
FamilyPlex Center	[illegible] W. Chicago	16-11-405-0[illegible]
FamilyPlex Center	[illegible] W. Chicago	16-11-405-0[illegible]
FamilyPlex Center (parking lot)	[illegible] N. Kedzie	16-11-405-0[illegible]
FamilyPlex Center (parking lot)	[illegible] N. Kedzie	16-11-40[illegible]-0[illegible]

The FamilyPlex Center component of Project (the "**FamilyPlex Center**") [illegible] square feet [illegible]. The FamilyPlex Center [illegible] (the "**Tenant**") [illegible] square feet [illegible] square feet [illegible] square feet [illegible] square feet [illegible] square feet [illegible] square feet.

Joshua Center. [illegible] below:

Use of Parcel	**Street Address**	**PIN**
Joshua Center	[illegible] W. Chicago	16-11-402-0[illegible]
Joshua Center	[illegible] W. Chicago	16-11-402-0[illegible]
[illegible] Facility	[illegible] W. Chicago	16-11-402-0[illegible]

The Joshua Center component of Project (the "**Joshua Center**") [illegible] program [illegible] Greater Chicago Food Depository.

3322-3330 W. Carroll Building. [illegible] 24,486 square feet [illegible] approximately 18,420 square feet [illegible]. The Developer [illegible] the building as follows:

First Floor
- Install [illegible] front entrance to the building
- Install [illegible] square feet [illegible]
- [illegible]
- Modify [illegible] current City of Chicago building code
Second Floor
- Convert [illegible]
- Construct [illegible] storage room
General Building Upgrades
- [illegible] throughout the building
- [illegible]
- [illegible]
- [illegible] throughout
- [illegible] windows [illegible]
Building Exterior
- [illegible]
  [illegible]
- [illegible]

These interior renovations are intended to bring the building [illegible] Family Focus [illegible] programs [illegible] capacity [illegible].

3334 W. Carroll Building. The Developer plans to renovate [illegible] square foot building located at 3334 W. Carroll [illegible] Fresh Market Place. [illegible] The Fresh Market Place [illegible] parking [illegible].

[illegible] "Master Lease" [illegible] Project Agreement [illegible].

E. **Redevelopment Plan.** The Project will be carried out in accordance with this Agreement and the City of Chicago [illegible] Tax Increment Financing Redevelopment Area Project and Plan (the "**Redevelopment Plan**") as set forth in the Plan Adoption Ordinance and published at pages [illegible] of the Journal of the Proceedings of the City Council.

F. **City Financing.** The City agrees to use, to the amounts set forth in **Section 4.03** hereof, (i) the proceeds of the City Note (defined below), and/or (ii) Incremental Taxes (as defined

Developer is paid for certain expenses incurred by Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Note.

In addition, the City may, in its sole discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**"), at a time or times as described in **Section 4.03(d)** hereof, the proceeds of which (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to the Developer pursuant to this Agreement), or to make payments of principal and interest on the City Note subject to the terms described further in this Agreement, or to reimburse the City for the costs of TIF-Funded Improvements.

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, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the Exhibits attached hereto. All exhibits are hereby incorporated into this Agreement by reference and shall have the same force and effect as if they had been included in the body of this Agreement.

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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:

"**2009 RDA**" shall mean the Redevelopment Agreement dated as of February [illegible], 2009 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on [illegible] 14, 2009 as document number 091[illegible] by and between [illegible] and the City for a project located at [illegible] N. [illegible] Avenue, Chicago, Illinois 606[illegible].

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

"**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 Developer.

"**Annual Compliance Report**" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) [illegible] (Section 4.05); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that [illegible] Obligations have been [illegible] (Section 8.[illegible]); and (7) compliance with all other executory provisions of the RDA.

"**Available Incremental Taxes**" shall mean, for each payment, an amount equal to the Incremental Taxes deposited in the [illegible] Fund as of December 31st of the calendar year prior to the year in which the [illegible] payment is to be made, received by the City and which are available for the financing or payment of Redevelopment Project Costs, after payment of [illegible] City [illegible] Incremental Taxes from the New Project [illegible] allocated to [illegible] the New Project [illegible] previously allocated or pledged by the City prior to the date of this Agreement, including Incremental Taxes allocated or pledged to [illegible] with respect to a project located at [illegible] N. [illegible] Avenue and the [illegible] Avenue, Chicago, Series 2007 and Series 2010 bonds; provided, however, that if the Agreement [illegible] the City [illegible] after the effective date of the ordinance approving this Agreement, then the City may [illegible] the Incremental Taxes pledged or [illegible] to the Project [illegible] other projects and funds of [illegible] payments with respect to the Bonds, if any; provided that [illegible] payments shall not prevent the City from paying the full amount of any of the City Notes.

"**Available Project Funds**" shall have the meaning set forth for such term in Section 4.07 hereof.

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

"**Bond Ordinance**" shall mean the City ordinance authorizing the issuance of Bonds.

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

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

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

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

"**City Funds**" shall mean the funds paid to the Developer from Available Incremental Taxes, the funds described in **Section 4.03(b)** hereof, including with respect to the City Note, the funds paid to the Developer pursuant to the City Note.

"**City Note**" shall mean the taxable City of Chicago Tax Increment Allocation Revenue Note ([illegible] Redevelopment Project Area), to be in the form attached hereto as **Exhibit M**, in the principal amount of up to $ [TO BE COMPLETED BEFORE THE CLOSING DATE] ([illegible] $3,500,000 [illegible] Available Incremental Taxes [illegible] TIF-Funded Interest Costs) issued by the City to the Developer as provided herein. The City Note shall bear interest at the City Note Interest Rate and [illegible] accrued but unpaid interest shall bear interest at the same annual rate.

"**City Note Interest Rate**" shall mean an annual rate equal to the [illegible] rate per annum [illegible] as published by PNC [illegible] on the [illegible] but in no event to exceed [illegible] per annum.

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

"**City Parcels Closing**" shall have the meaning set forth in **Section 3.13** hereof.

"**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.

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

"**Construction Jobs**" shall have the meaning set forth in **Section 8.06(b)** hereof.

"Construction Phase Assistance" shall have the meaning set forth in Section 4.03(c) hereof.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.01 hereof.

"Corporation Counsel" shall mean the City's Department of Law.

"Deed" shall have the meaning set forth in Section 5.13 hereof.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then current form, whether submitted on paper or via the City's on-line submission process.

"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.

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

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

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

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

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

"Final Project Cost" shall have the meaning set forth in Section 7.01 hereof.

"Financial Interest" shall have the meaning as set forth in Section 2-156-010 of the Municipal Code.

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

"**Full-Time Equivalent Employee**" or "**FTE**" shall mean a person employed by the Developer or an Affiliate thereof and by [illegible], who works at least [illegible] hours per week [illegible] on the basis of [illegible] (a person engaged on a permanent basis at least [illegible] hours per week at the Project during the applicable month, excluding any persons engaged as an employee by independent contractors or subcontractors, consultants or other persons employed or engaged by the Developer or by third parties to provide services to the Developer or operate the Project (except with respect to food service workers, janitorial or security guards, cleaning personnel or similar services).

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

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

"**Holdings Title Policy**" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing [illegible] as the insured, noting the recording of this Agreement as an encumbrance against the Property, [illegible] the recording of this Agreement and the [illegible] Mortgage as encumbrances against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to [illegible], if any, issued by the Title Company.

"**Human Rights Ordinance**" shall have the meaning set forth in Section 10 hereof.

"**IEPA**" shall mean the Illinois Environmental Protection Agency.

"**In Balance**" shall have the meaning set forth in Section 4.03 hereof.

"**Incremental Taxes**" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"**Incremental Taxes From a New Project**" shall mean [illegible] incremental taxes attributable to the increase in the equalized assessed value ("EAV") of the parcel(s) containing a New Project over and above the initial EAV of such affected parcel(s) as certified by the Cook County Clerk as the certified initial EAV of all tax parcels in the Redevelopment Area [illegible] the sum of Incremental Taxes From a New Project for all New Projects [illegible].

"**Indemnitee**" and "**Indemnitees**" shall have the meanings set forth in Section 13.01 hereof.

"Initial Title Policy" shall mean the title insurance policy in the most recently revised ALTA or equivalent form, showing [illegible] the Property [illegible] and noting the recording of this Agreement [illegible] and the Junior Mortgage as encumbrances against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Investment Fund" means [illegible] Investment Fund LLC, a Delaware limited liability company.

"Jobs and Occupancy Certificate" shall mean the certificate in the form attached hereto as Exhibit [illegible].

"Junior Mortgage" shall mean a Junior Mortgage substantially in the form of Exhibit [illegible] with [illegible] mortgage [illegible] the real property [illegible] in favor of the City [illegible] to secure performance of the Developer's obligations under this Agreement and the Junior Mortgage and which shall be a second mortgage junior to the Lender Financing [illegible] secured by two separate [illegible] the Junior Mortgage [illegible].

"Junior Mortgage Amount" shall mean an amount equal to the aggregate amount of City Funds that have been paid to the Developer.

"Laws" shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any judicial or administrative orders, consents, decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"Lease" shall mean the [illegible] LEASE AGREEMENT between [illegible] and Lessee dated as of _____________, 20[illegible].

"LEED Certification" shall mean a base certification of the Project under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as defined by the U.S. Green Building Council and applicable to New Construction and Major Renovations.

"Lender Financing" shall mean funds borrowed by Developer from lenders and available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof, [illegible] with respect to the NMTC Loan and the Senior Loan.

"Master Lease" shall have the meaning set forth in the Recitals hereof.

"Material Amendment" shall mean any amendment or alteration to either the Master Lease or the Lease [illegible] directly or indirectly [illegible] any of the following with respect to the Project: (a) materially reduce [illegible] or increase [illegible] rent [illegible] common area operating expense payments, tax payments, tenant improvement allowances or credits or other monetary amounts payable or monetary credits under the Master Lease or the Lease, as applicable, [illegible] take away any material economic benefit [illegible] under the Master Lease or the Lease, as applicable, [illegible] the Master Lease or the Lease, as applicable [illegible]

[illegible] attached hereto [illegible] Martin Luther King [illegible] [illegible].

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

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

"**MBE/WBE Program**" shall have the meaning set forth in Section 10.03 hereof.

"**Minimum Occupancy**" shall mean the occupancy of [illegible] Center [illegible] W. [illegible] of the [illegible] Center [illegible] of the [illegible] Center.

"**Municipal Code**" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"**New Mortgage**" shall have the meaning set forth in Article 16 hereof.

"**New Project**" shall mean any development project [illegible] Agreement [illegible] the [illegible]; provided, however, that "New Project" shall not include any development project that [illegible].

"**NFR Letter**" shall mean a "No Further Remediation" letter issued by the Illinois EPA [illegible] Project.

"**NMTC**" shall mean federal New Markets Tax Credits.

"**NMTC Compliance Period**" shall mean the period of [illegible] the Senior Lender [illegible].

"**NMTC Lender**" shall mean [illegible].

"**NMTC Loan**" shall mean [illegible] Project.

"**Non-Governmental Charges**" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"**Operating Covenant**" shall have the meaning set forth in Section 8.06(a) hereof.

"**Permanent Jobs**" shall have the meaning set forth in Section 8.06(h) hereof.

"**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.

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

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

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

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"Purchase Price" shall have the meaning set forth in Section 3.13 hereof.

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

"Reconveyance Deed" shall have the meaning set forth in Section 5.20 hereof.

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

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

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

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

"Right of Reverter" shall have the meaning set forth in Section 15.02 hereof.

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

"Senior Loan" shall mean the loan in the amount of $ issued by PNC Bank, N.A. to the Developer.

"Site Remediation Program" shall mean the voluntary program for the environmental remediation of the Property undertaken by the Developer under the auspices of the IEPA, upon completion of which the Developer [illegible] the IEPA [illegible] No Further Remediation letter with respect to the Property [illegible].

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States [illegible] Agency [illegible] in connection with the construction of the Facility [illegible] as required by the City's [illegible].

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date which is [illegible] years after the issuance of the Certificate.

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

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

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

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

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

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

"TIF-Funded Interest Costs" shall have the meaning set forth in Section [illegible] hereof.

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

"Title Company" shall mean First American Title Insurance Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than [illegible] (x) days after the Closing Date and complete construction and conduct business operations therein no later than [illegible] the date which is 24 months after the [illegible].

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

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

3.04 Change Orders. Except as provided below in this **Section 3.04**, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to HED concurrently with the progress reports described in **Section 3.07** hereof; provided, however, Change Orders relating to any of the following must be submitted by Developer to HED for HED's prior written approval: (a) a reduction in the gross or net square footage of the Facility or the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Property to a use other than as described in **Recital D** to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of HED's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this **Section 3.04**, Change Orders other than those set forth above do not require HED's prior written approval as set forth in this **Section 3.04**, but HED shall be notified in writing of all such Change Orders within ten (10) business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to HED the source of funding therefor.

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

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

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

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by HED shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project [illegible] approved by HED. The inspecting agent or architect may be the [illegible] engaged by the lender providing Lender Financing, provided that such [illegible] agent or architect and its acknowledgement [illegible] to the City that the City may rely on the reports of such agent or architect.

3.09 Barricades. Prior to commencing any construction requiring barricades, 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. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

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

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

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

3.13 Conveyance of the City Parcels. The following provisions shall govern the City's conveyance of the City Parcels to the Developer:

(a) Purchase Price. The City hereby agrees to sell, and Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Parcels, for the amount of one dollar ($1.00) (the "**Purchase Price**"), which is to be paid to the City on the date the City conveys the City Parcels (the occurrence of such conveyance, the "**City Parcels Closing**") in cash or by certified or cashier's check or wire transfer of immediately available funds. Developer shall pay all escrow fees and other title insurance fees, premiums and closing costs. Developer acknowledges and agrees that (i) the appraised fair market value of the City Parcels based on an appraised (the "Land Write-Down") of approximately $[illegible] and in the City's [illegible] the City Parcels to the Developer for the Purchase Price [illegible] the Developer [illegible] of this Agreement and comply with the Developer's covenants and conditions.

(b) Form of Deed. The City shall convey the City Parcels to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(i) the Redevelopment Plan;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) all general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of the Developer or its agents.

(c) Title and Survey. The Developer acknowledges that it has obtained title insurance commitments for the City Parcels, showing the City in title to the City Parcels. The Developer shall be solely responsible for and shall pay all costs associated with updating the title commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the City Parcels Closing with respect to the City Parcels, the City shall [illegible] the taxes from the Circuit Court of Cook County. [illegible] such taxes by filing applications for exemption with the Cook County Assessor or filing [illegible] in proceedings in the Circuit Court of Cook County, but shall have no further obligation with respect to any such taxes. If the City is unable to obtain a 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 City Parcels are encumbered with any other exceptions [illegible], the Developer shall have the option to do one of the following: (a) accept title to the City Parcels subject to the 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 date for the City Parcels Closing.

The Developer shall provide to the City, at no cost, [illegible] copies of the survey at Developer's sole cost and expense.

(d) City Parcels Closing. The conveyance of the City Parcels to the Developer (the "City Parcels Closing") shall take place on the date anticipated to be the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the City Parcels Closing occur unless the Developer has satisfied all [illegible] permitted [illegible] by this Agreement [illegible] Not less than [illegible] before the Closing Date the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City [illegible] City Parcels Closing [illegible] the City Parcels [illegible] this Agreement and the [illegible] Mortgage.

[illegible] Title Company [illegible] the City [illegible] the Mortgage. The Policy [illegible] by the Title Company [illegible] Permitted Exceptions [illegible] Exhibit G [illegible] this Agreement and the Junior Mortgage pursuant to the provisions of **Section 3.18** [illegible]. [illegible] Policy [illegible] shall contain [illegible]

3.13. Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Parcels to Developer.

3.14. **Financing.** [illegible] Developer [illegible] sufficient [illegible] which [illegible] set forth on **Exhibit G**.

3.15. **Recordation of Quitclaim Deed.** Developer shall promptly record the Deed in the Office of the Recorder of Deeds of Cook County, Illinois. Developer shall pay all costs for so recording the Deed.

3.16. **Escrow.** In the event that Developer requires [illegible] escrow, the Developer shall pay all escrow fees.

3.17. **Environmental Condition of the City Parcels.** The City makes no covenant, representation or warranty as to the environmental condition of the City Parcels or the suitability of the City Parcels for any purpose whatsoever, and Developer agrees to accept the City Parcels [illegible]. If after the City Parcels Closing the [illegible] environmental condition of the City Parcels [illegible] it shall be the sole responsibility and obligation of Developer to take such action as is necessary to put the City Parcels in a condition suitable for such intended use. Developer [illegible] and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the City Parcels [illegible] and shall undertake to discharge all liabilities of the City arising from any environmental condition which existed on the City Parcels prior to the City Parcels Closing.

The Developer hereby waives and releases, and indemnifies the City from, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City [illegible] Environmental Response, Compensation and Liability Act [illegible] ("CERCLA") and [illegible] City [illegible] CERCLA. The Developer [illegible] City [illegible] the Developer [illegible] City [illegible] employees [illegible] The Developer [illegible] City [illegible] the Developer [illegible] hereunder.

3.18 Restrictions on Use. The Developer agrees that:

(a) It shall use the Property solely for the Project.

(b) It shall not discriminate [illegible] of the Property or any part thereof or the Project or any part thereof.

(c) It shall devote the Property to a use consistent with the Redevelopment Plan.

The covenants contained in **Section 3.18(a)** [illegible] **Section 3.18(b)** [illegible] **Section 3.18(c)** [illegible] Redevelopment Plan [illegible].

3.19 The Developer [illegible] Property [illegible] Project [illegible] Agreement [illegible] Agreement [illegible] Agreement [illegible] Agreement.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be **$1[illegible]**, to be applied in the manner set forth in the Project Budget. [illegible] from the following sources:

Sources of Funds	Amount
Lender Financing – [illegible] Mortgage/Bridge Loan	[illegible]
Lender Financing [illegible] Loan	[illegible]
Lender Financing – Bridge Loan secured by City Note	[illegible]
[illegible] pursuant to Section 4.06	[illegible]
[illegible] Equity	[illegible]
[illegible]	[illegible]
City [illegible] [illegible]	[illegible]
Total	$15,441,770

(b) City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. The payment of City Funds, including [illegible], is subject to the terms and provisions of this Agreement, including but not limited to Section 4.03 and Section 5 hereof.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Redevelopment Project Costs. Equity and/or Lender Financing shall be used to pay all Project Costs not to be paid as TIF-Funded Improvements [illegible] and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DCD evidencing such cost and its eligibility as a Redevelopment Project 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 Developer for the costs of the TIF-Funded Improvements:

Source of City Funds	Maximum Amount
[illegible] and City Notes Available Incremental Taxes	$3,500,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $3,500,000 or 21.6% of the actual total Project Costs; and provided further, that the $3,500,000 to be derived from Available Incremental Taxes and/or TIF Bond proceeds, if any, shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) the amount of Available Incremental Taxes [illegible] deposited [illegible] not subject to prior pledges; and

(j) The City has [illegible] Available Incremental Taxes for the [illegible] and proceeds [illegible] TIF-Funded Improvements.

The Developer acknowledges and agrees that the City's obligation to pay Construction Phase Assistance [illegible] a maximum of $300,000 and the City Note in a principal amount of $ [TO BE COMPLETED BEFORE THE CLOSING DATE; will equal $1,500,000 minus the Construction Phase Assistance and TIF-Funded Interest Costs] is contingent upon the fulfillment of the conditions set forth in parts [illegible] Section 4.03(a) and Section 4.03(b). In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Construction Phase Assistance. Up to $300,000 in City Funds (the "Construction Phase Assistance") will be paid to BreakThrough [illegible] the City's [illegible] paid [illegible] costs related to TIF-Funded Improvements [illegible] to the Project.

(d) City Note. Subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to BreakThrough on the Closing Date as described in the chart below. The Category headings set forth in the chart below are for convenience only and are not intended to limit any definitions used in this Agreement.

Category	Description of City Note
Principal amount	The principal amount of the City Note shall be an amount equal to [illegible] costs of the TIF-Funded Improvements which shall have been incurred by BreakThrough and are to be reimbursed by the City through payments of principal and interest on the City Note, subject to the following; provided, however, that the maximum principal amount of the City Note shall be an amount not to exceed the lesser of $ [TO BE COMPLETED BEFORE THE CLOSING DATE; will equal $3,500,000 minus the Construction Phase Assistance and TIF-Funded Interest Costs], or ___% of the actual Total Project Costs; provided further, that the principal amount of the City Note may be reduced if [illegible] BreakThrough's Project Cost [illegible] the Project Budget [illegible] BreakThrough's Project Cost [illegible] the Total Project Cost; moreover, the principal amount of the City Note [illegible] reduced by $[illegible] for every $1.00 [illegible] BreakThrough's Project Costs [illegible] exceeds the BreakThrough's Project Cost in the Final Project Cost.
Interest rate	Interest on the City Note will accrue at the City Note Interest Rate from the date the Certificate is issued, as more fully described in Exhibit M attached hereto and made a part hereof.
Source and timing of payments	The City Note shall be payable from Available Incremental Taxes, provided that no payments shall be made on the City Note until [illegible]. Payments under the City Note are subject to the

	amount of Available Incremental Taxes deposited into the TIF Fund [illegible] such payment.
Amortization and Debt Service Schedule:	Payments of principal and interest on the City Note shall be made in accordance with the debt service schedule attached to the City Note, provided that payments shall be made only upon Developer's compliance with **Section 8.06** hereof. The debt service schedule shall reflect the following anticipated scheduled payments of principal:

Principal Amount	Date of Payment
$1,400,000	Issuance of Certificate
$700,000	First anniversary of issuance of Certificate
$700,000	Second anniversary of Issuance of Certificate

Sale:	Until the [illegible] anniversary of the date of the issuance of the Certificate, the City Note may be sold [illegible] resale and pledge, [illegible] a change [illegible] consent of the City.
Event of Default:	Any Event of Default will permit the City to suspend all payments to be made under the City Note and recapture all payments previously made under the City Note.

(c) TIF-Funded Interest Costs. The City hereby agrees to pay or reimburse Developer from Available Incremental Taxes, in an amount not to exceed $[illegible] of [illegible] the TIF-Funded Interest Costs with respect of Developer's [illegible] below. The amounts payable pursuant to this Section 4.03(c) shall be paid by the City to Developer [illegible] TIF-Funded Interest Costs [illegible] paid out of Available Incremental Taxes and comply with the Redevelopment Plan and the limitations set forth in Section 11-74.4-3(q)(11) of the Act. The City will pay Developer for the TIF-Funded Interest Costs for the Project [illegible] Requisition Form for TIF-Funded Interest Costs in the form attached hereto as Exhibit Q. The Requisition Form for TIF-Funded Interest Costs shall be [illegible] days before payment is requested. The City Comptroller shall pay, to the extent of any Available Incremental Taxes then [illegible] the amount requested in the Requisition Form for TIF-Funded Interest Costs within [illegible] days of its receipt. Developer shall [illegible] and the Department of Finance at the address [illegible] in Section [illegible] of the [illegible] interest [illegible] TIF-Funded Interest Costs [illegible] additional [illegible] reasonably.

4.04 Construction Escrow; Requisition Form. On the Closing Date and prior to each disbursement [illegible] of the parties [illegible]. Beginning in 20__ and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been paid all funds due to it under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD). On or before December 1 (or such other date as may be acceptable to the parties), beginning of City [illegible] and Construction Phase Assistance for the term of the Agreement. Developer shall [illegible] [illegible] of TIF funds [illegible] the Redeveloper Financing [illegible] hereof.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

(b) [Intentionally Omitted].

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

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

(e) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of City Funds. The Construction Phase Assistance shall be charged to City Funds, to be used to directly pay for or reimburse the Developer for its previous payment for costs of Equity or Lender Financing TIF-Funded Improvements.

(ii) Disbursement of Equity. After the disbursement of the Construction Phase Assistance, each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged to Equity.

(iii) Disbursement of Lender Financing. After there is no Equity remaining, each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged to Lender Financing.

(iv) Disbursement of City Funds. After there is no Equity or Lender Financing remaining, each amount paid pursuant to this Agreement shall be charged to City Funds, to be used to directly pay for or reimburse the Developer for its previous payment for costs of Equity or Lender Financing TIF-Funded Improvements, provided the costs of TIF-Funded Improvements that are to be paid from City Funds derived from (i) Available Incremental Taxes may be paid from time to time and (ii) proceeds of TIF Bonds, if any, shall be payable by the City only to the extent that such funds are available.

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

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Prior to each disbursement of City Funds hereunder, or prior to the issuance of a Certificate of Expenditure by the City, if a City Note is issued, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds or the execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement or request for execution of a Certificate of Expenditure, that:

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

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

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

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

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

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the Title Company as escrow agent under the Escrow Agreement, or otherwise make available in a manner acceptable to the City, cash in an amount that will bring 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 Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement or issuance of the City Note or other payments by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certificate continues to be true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement or execution of a Certificate of Expenditure, including but not limited to the requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 15.02 hereof.

4.09 Cost of Issuance. Developer shall be responsible for paying all costs relating to the issuance of the City Note, including costs relating to the opinion described in Section 5.09 hereof.

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

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

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

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of the construction escrow agreement entered into by Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, substantially in the form of Exhibit N attached, with such changes as are acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition, Master Lease and Title. On the Closing Date, Developer has furnished the City with a copy of the Initial Title Policy for the Property, certified by the Title Company, or a binding, signed, marked-up commitment to issue such Title Policy, showing the fee simple title to the Property, [illegible] naming the City as the insured mortgagee in the full amount of the City Funds. The Initial Title Policy is dated as of the Closing Date and contains only those title except for those matters listed on **Exhibit G** hereto and evidencing the recording of this Agreement and the Junior Mortgage pursuant to the provisions of **Section 8.18** hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer: ______________) showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

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

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey, subject to approval by the City.

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

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as **Exhibit J**, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in **Exhibit J** hereto, such opinions were obtained by Developer from its general corporate counsel.

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

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

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in **Section 8.07**. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, the Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "**Employment Plan**"). The Employment Plan includes, without limitation, the Developer's estimates of future job [illegible] plans and specifications, [illegible] information as HUD has requested regarding the Project.

5.13 Environmental. Developer has provided HUD with copies of that certain Phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. The Developer's obligations with respect to the NFR Letter are described in **Section 8.26**.

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

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

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

5.18 Master Lease, Lease and Other Agreements. Complete copies of the Master Lease, the Lease, and all other agreements setting forth the parties' rights and obligations relating to the Developer's and Tenant's use and occupancy of the Property and any other agreements between the parties in any way relating to the Property, the Master Lease or the Lease [illegible] by the Developer, shall have been delivered to the City.

5.19 Junior Mortgage. The Developer shall have delivered to the City the Junior Mortgage and such financing statements as the City may require.

5.20 Reconveyance Deed. Prior to the City's conveyance of the City Parcels to the Developer, the Developer shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee (the "**Reconveyance Deed**") for possible recording in accordance with **Section 15.02** [illegible]

Parcels to Developer as described in Section 3.13(d) [illegible] to the City a Phase I [illegible] in accordance with Section 15.02 hereof, if applicable.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) The Developer represents that prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer has solicited, or has caused the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and has submitted all bids received to HED for its inspection and written approval. For the TIF-Funded Improvements, Developer has selected the General Contractor (or has caused the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. For the Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer has submitted copies of the Construction Contract to HED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof. Developer has ensured that the General Contractor has not (and has caused the General Contractor to ensure that the subcontractors have not) begun work on the Project until the Plans and Specifications have been approved by HED and all requisite permits have been obtained.

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

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

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit [illegible] hereto. The City shall be named as obligee or co-obligee on any such bonds.

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

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 **Certificate of Completion.** Upon completion of construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the Project (the "**Final Project Cost**"), HED shall issue to the Developer a certificate (the "**Certificate**") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. [illegible] that the Developer has [illegible] the following requirements:

(a) Receipt of a Certificate of Occupancy or other evidence acceptable to HED that the Developer has complied with building permit requirements for the Project;

(b) Developer has completed construction of the Project according to the Plans and Specifications;

(c) The [illegible] and the [illegible] Center are equipped and open for business;

(d) The Final Project Cost is at least $[illegible] (as defined in Section 4.03(b)); the principal amount of the City Note will be reduced if the Final Project Cost is less than $[illegible];

(e) Evidence that the Developer has incurred TIF-eligible costs in an amount equal to or greater than $3,500,000;

(f) The City's Monitoring and Compliance Unit has verified that, at the time the Certificate is issued, the Developer is in full compliance with City requirements set forth in **Section 10** and **Section 8.09** (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer's M/WBE Commitment in **Section 10.03** has been met;

(g) The Developer has provided (1) evidence of the satisfaction of [illegible] the City's environmental requirements and (2) an affidavit [illegible] in substantially the form of **Exhibit P** certifying that the Facility [illegible] HED's [illegible] for New Construction and Major Rehabilitation; and

(h) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

the City shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either the requested Certificate or a written statement detailing the ways in which the Project does not conform to the Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

Promptly following the recordation of the Certificate of Completion, the City shall return the Reserve [illegible] Fund to the Developer.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06, 8.19, and 8.21 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been satisfied. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

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

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

(c) the right to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in its state of organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation and Articles of Organization, by-laws and operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

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

(e) Developer is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

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

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

(j) prior to the issuance of a Certificate, Developer 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 Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, that the City hereby consents to [illegible] of the NMTC [illegible] of the NMTC required to be obtained by such party;

(k) Developer shall not, prior to the issuance of a Certificate of Completion, without the prior written consent of DPD, (1) allow the existence of any liens against the Property or any improvements thereon, other than the Permitted Liens; or (2) incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

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

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

(n) 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 (as defined below) 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 (x) May 16, 2011 or (y) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the fair market value of this Agreement, neither Developer nor any Affiliated Party has made any 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 are 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; (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, 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.

5. 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.
6. Each domestic partner identifies the other domestic 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, as amended.

8.02 Covenant to Redevelop. Upon the DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the TIF Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

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

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Minimum Occupancy Covenant.

(a) Minimum Occupancy Covenant. Upon the issuance of the Certificate, the Developer shall maintain Minimum Occupancy for the [illegible] years following Developer's delivery [illegible] Occupancy Report [illegible] as a condition to receive payment from the City Note, Developer shall [illegible] City Note payments, an occupancy report [illegible] demonstrating compliance with the requirement to maintain a Minimum Occupancy as part of the Jobs and Occupancy Certificate for the period from January 1 to [illegible] of the preceding year to

December 31 of the current year, [illegible] the Project through the [illegible] anniversary of the issuance of the Certificate. The City Agent [illegible] the Property [illegible] expenses [illegible] Redevelopment Plan and this Agreement, [illegible] under the lease without the consent of the Commissioner, [illegible] of the Property, and the Property [illegible] instrument of conveyance [illegible] Minimum Occupancy [illegible] (the "**Operating Covenant**"). [illegible] of the Project [illegible] this Agreement and the [illegible] documents, [illegible] of this Agreement [illegible]. The Developer hereby covenants and agrees to the [illegible] years after the issuance of the Certificate. A default under the [illegible] shall constitute an Event of Default hereunder.

(c) The Developer anticipates that the Project will result in the creation of [illegible] construction jobs in the Project during the construction thereof (the "**Construction Jobs**") [illegible] (FTE) permanent jobs at the Project [illegible] (the "**Permanent Jobs**"); provided, that the failure of [illegible] shall not be deemed [illegible] an Event of Default.

Throughout the term of the Agreement, the Developer shall report [illegible] (Construction Jobs and Permanent Jobs) [illegible] Certificates [illegible] submitted to the City by February 1 [illegible] the Project as of the end of the previous calendar year.

The covenants set forth in this Section [illegible] shall run with the land and be binding upon any transferee.

A default by either Owner or Lessee under the Master Lease [illegible] this Agreement [illegible] constitute an Event of Default [illegible] the Developer [illegible] under this Agreement.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in **Section 10** hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of **Sections 10.01, 10.02 and 10.03** of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DHED which shall outline, to DHED's satisfaction, the manner in which Developer shall correct any shortfall.

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

8.09 **Prevailing Wage.** Developer covenants and agrees to pay, and to contractually cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "**Department**"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this **Section 8.09**.

8.10 **Arms-Length Transactions.** Unless DPD shall have given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and payment by the Affiliate to the entity, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 **Conflict of Interest.** Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

8.12 **Disclosure of Interest.** Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 **Financial Statements.** Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 20[illegible] and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

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

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

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

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

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

8.17 Compliance with Laws.

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all Laws pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws. Upon the City's request, the Developer shall provide evidence to the City of its compliance with this covenant.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer 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 Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer 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 Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DHED of Developer's intent to contest or object to a Governmental Charge and, unless, at DHED's sole option,

(i) Developer shall demonstrate to DHED's satisfaction that legal proceedings instituted by Developer 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) Developer shall furnish a good and sufficient bond or other security satisfactory to DHED in such form and amounts as DHED 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) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DHED thereof in writing, at which time DHED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DHED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DHED deems advisable. All sums so paid by DHED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DHED by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, Developer shall provide DHED with a copy of the notice required by 35 ILCS 200/15-20 notifying the Cook County Assessor that there has been a change in use and ownership of the Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of [illegible] Inspector General [illegible] a copy [illegible] the City, [illegible] Corporation Counsel [illegible].

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DHED the Annual Compliance Report within [illegible] days after the end of the calendar year to which the Annual Compliance Report relates. The failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof. The covenants contained in this Section 8.21 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.22 Inspector General. It is the duty of Developer 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 Developer's officers, directors, agents, partners and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (i) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (ii) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 and Chapter 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 LEED Certification. [illegible] the Project [illegible] Building [illegible] space [illegible] LEED [illegible] as Exhibit P.

8.24 **Master Lease and Lease Representations, Warranties and Covenants.** The Developer represents, warrants and covenants as follows:

(a) as of the date hereof, each of the Master Lease and the Lease [illegible] in full force and effect and [illegible] by [illegible] Material Amendments [illegible] Material Amendments.

(b) as of the date hereof, Developer has performed [illegible] obligations under each of the Master Lease and the Lease;

(c) Throughout the Term of the Agreement, Developer shall deliver to DHED a copy of [illegible] and any change [illegible] representations and warranties in this Section 8.24 [illegible] comply with its obligations under each of the Master Lease and the Lease; and

(d) Throughout the Term of the Agreement, Developer shall not [illegible] consent to a Material Amendment [illegible] the Master [illegible] of the Lease without the prior written consent of HED, which consent may be [illegible] HED's sole discretion.

8.25 FOIA and Local Records Act Compliance

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City under Section 8.24 (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then the City will evaluate whether such document may be withheld under the FOIA. The City, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act with respect to any public records created in connection with this Agreement and the transactions contemplated in the Agreement.

8.26 Environmental. With respect to the parcels listed below (the "Affected Parcels"):

Use of Parcel	Street Address	PIN
Family Dollar Store	[illegible]	[illegible]
Family Dollar Store	[illegible]	[illegible]

Developer shall conduct a Phase II Environmental Site Assessment (ESA) acceptable to the City on the Affected Parcels. The procedure shall be in accordance with the Illinois EPA Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Board and Part 740 Site Remediation Program. In addition, the laboratory procedures and analyses should meet the minimum reporting/detection limits in accordance with 35 IAC Part 742 Tiered Approach to Corrective Action Objectives (TACO) for residential properties.

Prior to performing the Phase II ESA, the Developer will provide a sampling and analysis plan to the City for review and approval. The Developer will [illegible] samples for the Affected Parcels in accordance with Site Remediation Program requirements for [illegible] residential [illegible] objectives through [illegible] and the [illegible] of soil and groundwater. [illegible] Tier 1 [illegible] and [illegible] remediation the Affected Parcels. The Phase II ESA is intended to establish the presence or absence of environmental contamination at the Affected Parcels.

It is contemplated that the presence of environmental contamination at the Affected Parcels exceeds the applicable standards, as set forth in the Phase II ESA, the Developer shall provide the City with a draft comprehensive NFR Letter as submitted by the City with respect to the Affected Parcels upon issuance thereof and a final comprehensive NFR Letter with respect to the Affected Parcels issued by the IEPA upon issuance thereof.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

(d) 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.

(e) 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.

(f) Each Employer shall include the foregoing provisions of subparagraphs (a) through (e) 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.

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

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of HED, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.**

Nothing herein provided shall be construed to be a limitation upon the "**Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246**" and "**Standard Federal Equal Employment Opportunity, Executive Order 11246**," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this **Section 10.02** to be included in all construction contracts and subcontracts related to the Project.

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

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

(1) At least 26 percent by MBEs.
(2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by 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, as applicable.

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

(d) 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 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 Developer's compliance with this MBE/WBE commitment. 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 Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

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

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this **Section 10.03**. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this **Section 10.03**, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this **Section 10.03** to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to 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 Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, (3) exercise all remedies available under the Junior Mortgage or (4) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

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

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

Laws, or any portion thereof, or any liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, covering all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers' Compensation and Employer's Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages 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) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation and Employer's Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iv) Automobile Liability (Primary and Umbrella)

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

(v) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(vi) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vii) Professional Liability

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

(viii) Valuable Papers

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

(ix) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup

cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) 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.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning 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 Developer 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 Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer 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 Developer in no way limit the Developer'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 Developer 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 Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverage, the party desiring the additional coverage 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, so long as the Developer's costs are not materially increased and as long as the Developer's obligations are not increased.

SECTION 13. INDEMNIFICATION

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

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

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

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any Related Agreement;

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

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

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

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

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

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

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

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

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

(h) prior to the end of the Term of the Agreement, without the prior written consent of the City, any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's 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 or as otherwise expressly permitted by this Agreement;

(i) the failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer;

(j) the assignment of any of the rights granted to the Developer under the Master Lease or the Lease without the prior written approval of the City (which may be withheld in the City's sole discretion);

(k) a Default (as defined in the Master Lease or the Lease, as applicable) by the Developer under the Master Lease or the Lease, as applicable, that is not cured within the cure period, if any, granted under the Master Lease or the Lease, as applicable; or the Developer's execution of a Material Amendment without the prior written approval of the City under Section 8.24; or

For purposes of Sections 15.01(f) and 15.01(g) hereof, a person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of Developer's issued and outstanding shares of stock or interests.

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 Developer are or shall be parties other than the 2009 RDA, suspend payments under the City Note or terminate the City Note and recover from Developer the Construction Phase Assistance and any payments made on the City Note [illegible] the Property in the amount of City Funds paid, and seek reimbursement of any City Funds paid; provided, however, that the Developer's obligation to reimburse City Funds shall be delayed until thirty (30) days after the end of the NMTC Compliance Period. 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, foreclosure of the Junior Mortgage, injunctive relief, the specific performance of the agreements contained herein or under the Junior Mortgage, the right to reenter and take possession of the City Parcel, terminate the estate conveyed to the Developer, and revest title to the City Parcel in the City pursuant to the Reconveyance Deed (the "**Right of Reverter**"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the City Parcel is reconveyed to the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Parcel was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the City Parcel during the period of time the City Parcel was owned by the Developer. Upon the revesting of title to the City Parcel under **Section 8.04(a)**, Developer shall [illegible] repay to the City all previously disbursed City Funds.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided further, that there shall be no notice or cure period under this **Section 15.03** with respect to the Developer's failure to comply with the Operating Covenant.

SECTION 16. MORTGAGING OF THE PROJECT

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

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with

Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

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

(c) Prior to the issuance by the City to Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of 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:	If to Developer:
City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	[illegible], Inc. [illegible] North St. Louis Avenue Chicago, IL 60624 Attention: and Breakthrough Ministries, Inc., NFP 402 North St. Louis Avenue Chicago, IL 60624 Attention:

With Copies To:	With Copies To:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

And

Department of Finance
City of Chicago
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: City Comptroller

Jenner & Block LLP
353 North Clark Street
Chicago, IL 60654-3456
Attention:

And

PNC Bank
One North Franklin, Suite 2900
Chicago, IL 60606
Attention:

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

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

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

18.09 **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.

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

18.11 **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.

18.12 **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.

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

18.14 **Assignment**. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that with the prior written consent of the City, the Developer may assign [illegible] the City [illegible] the City Note [illegible] prior to the issuance of the

the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.25 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agree 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.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, 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 that creates a Financial Interest, 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 that creates a Financial Interest, 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. Developer hereby represents and warrants that to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

18.22 Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

18.23 Subordination Agreement. Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its Junior Mortgage to the mortgage of such lender and the Master Lease pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

18.22 No Merger. The terms of this Agreement shall not be merged with the Deed conveying the City Parcels to the Developer, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

BREAKTHROUGH URBAN MINISTRIES, INC.

By: ____________________

Its: ____________________

BREAKTHROUGH HOLDINGS, INC. NFP

By: ____________________

Its: ____________________

CITY OF CHICAGO

By: ______________________
Andrew J. Mooney
Commissioner
Department of Housing and Economic Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ______________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT ______________, personally known to me to be the ______________ of ______________, an Illinois ______________ (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of ______, 20__.

____
Notary Public

My Commission Expires ______

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ______________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT ______________, personally known to me to be the ______________ of ______________, an Illinois ______________ (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of ______, 20__.

____
Notary Public

My Commission Expires ______

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ______________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of ______________, 20__.

Notary Public

My Commission Expires ______

[Sub-Exhibits "A", "E", "F", "I" and "O" referred to in this Breakthrough Urban Ministries Redevelopment Agreement unavailable at time of printing.]

Sub-Exhibits "B", "C", "D", "G", "H", "H-1", "J", "K", "L", "M", "N", "P" and "Q" referred to in this Breakthrough Urban Ministries Redevelopment Agreement read as follows:

Sub-Exhibit "A-1"
To The Breakthrough Urban Ministries
Redevelopment Agreement

Property.

(Subject To Survey And Title Insurance)

Family/Fitness Center (3300 -- 3327 West Carroll Avenue):

Lots 3 through 18, both inclusive, in the subdivision of the north half of Block 1 of Tyler, Burnett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13 (except part of Lake Street), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

16-11-4[illegible]

16-11-4[illegible]

Family Life Center Parking Lot ([illegible] North Kedzie Avenue):

Lot 3 in the subdivision of the north half of Block 1 of Tyler, Burnett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13 (except part of Lake Street), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

16-11-4[illegible]

Family Life Center Parking Lot ([illegible] North Kedzie Avenue):

Lot 2 in the subdivision of the north half of Block 1 of Tyler, Burnett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13 (except part of Lake Street), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

16-11-405-037

[illegible] 2222 -- 2230 West Carroll Avenue

Parcel 1:

Lots 20, 21, 22 and 23 in Block 2 in Tyler, Barrett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of Lake Street, in the City of Chicago, in Cook County, Illinois.

Permanent Index Number:

16-11-402-015

Parcel 2:

Lot 1 in Trego and Others Subdivision of the east 150 feet of Blocks 3, 4, 5 and 6 in Tyler, Barrett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of Lake Street, in the City of Chicago, in Cook County, Illinois.

Permanent Index Number:

16-11-402-014

Fresh Market Realty, 2224 West Carroll Avenue

Lot 2 in the Subdivision of the east 150 feet of Blocks 3, 4, 5 and 6 in Tyler, Barrett and Kerfoot's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of Lake Street in the City of Chicago, in Cook County, Illinois.

Permanent Index Number:

16-11-402-012

Exhibit "C"
(To Breakthrough Urban Ministries
Redevelopment Agreement)

TIF-Funded Improvements

Item	Cost
Property assembly costs, including acquisition of land	$[illegible]
Demolition of buildings, site preparation, the clearing and grading of land and site improvements that serve as an engineered barrier addressing environmental contamination	[illegible]
Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings	[illegible]
Costs of the construction of public works or improvements	[illegible]
Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project*	[illegible]
TOTAL	$[illegible]

---

* [illegible]

(Sub)Exhibit "D".
(To Breakthrough Urban Ministries
Redevelopment Agreement)

Jobs And Occupancy Certificate.

[To Be Retyped On Letterhead Of Developer]

_______________, 20__.

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: Jobs and Occupancy Certificate
Breakthrough Urban Ministries Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to the Breakthrough Urban Ministries Redevelopment Agreement dated as of ______________, 20__ (the "Agreement") and constitutes the Jobs and Occupancy Certificate of the Developer for the period ended _______________, ____ [add month, day and year] (the "Period"). The undersigned certifies that (a) the Developer continues to maintain its operations at the Project, (b) the Developer has located ______ new FTEs at the Project during the Period; (e) a total of ______ FTE Construction Jobs have been located at the Project since the execution of the Agreement; (f) a total of ______ FTE Permanent Jobs have been located at the Project since the execution of the Agreement; (g) each of the individuals listed in the chart below is a Full Time Equivalent Employee of the Developer at the Project. Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

Breakthrough Urban Ministries, Inc.

By: ____________________________

Its: ____________________________

Breakthrough Ministries, Inc. NFP

By:

Its: ______________________

C. Full Time Equivalent Employees located at the Project as of ______________, 20__

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* Indicate New FTE's with an asterisk (*) next to employee name.

(Sub)Exhibit G
(To Breakthrough Urban Ministries
Redevelopment Agreement)

Permitted Liens

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, if any:

   [To be completed by Developer's counsel, subject to City approval.]

[illegible]
The Breakthrough Urban Ministries
Redevelopment Agreement

Project Budget

	[illegible]	[illegible]	[illegible]
	Project Budget	Project Budget	Project Budget
Hard Costs	Amount	Amount	
1 General Conditions	$ [illegible]	$ [illegible]	$ [illegible]
2 Site Work	[illegible]	[illegible]	[illegible]
3 Concrete	[illegible]	[illegible]	[illegible]
4 Masonry	[illegible]	[illegible]	[illegible]
5 Metals	[illegible]	[illegible]	[illegible]
6 Wood and Plastics	[illegible]	[illegible]	[illegible]
7 Thermal and Moisture Protection	[illegible]	[illegible]	[illegible]
8 Doors, Windows and Glass	[illegible]	[illegible]	[illegible]
9 Finishes	[illegible]	[illegible]	[illegible]
10 Specialties	[illegible]	[illegible]	[illegible]
11 Equipment	[illegible]	[illegible]	[illegible]
12 Furnishings	[illegible]	0	[illegible]
13 Special Construction	[illegible]	0	[illegible]
14 Conveying Systems	[illegible]	[illegible]	[illegible]
15 Mechanical	[illegible]	[illegible]	[illegible]
16 Electrical	[illegible]	[illegible]	[illegible]
17 [illegible]	[illegible]	[illegible]	[illegible]
18 [illegible]	[illegible]	[illegible]	[illegible]
Total Hard Costs	$[illegible]	$[illegible]	$[illegible]

	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]			[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Other Charges	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]

[illegible]
(To Breakthrough Urban Ministries
Redevelopment Agreement)

[illegible] Budget

	[illegible]		[illegible]		[illegible]	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]						
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

	[illegible]		[illegible]		[illegible]	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	$ [illegible]	$	$ [illegible]	$	$ [illegible]	$
[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]
	[illegible]	$[illegible]	[illegible]	$[illegible]	[illegible]	$[illegible]
	[illegible]	$[illegible]	[illegible]	$[illegible]	[illegible]	$[illegible]

(Sub)Exhibit "L".

The Breakthrough Urban Ministries Redevelopment Agreement

Opinion Of Developer's Counsel.

[Subject To Revision Following Review Of Form Of Opinion Provided By Developer's Counsel]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to __________, an [Illinois] ____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the ______ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) __________ Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court,

governmental or regulatory authority, or (c) to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Sub-Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Sub-Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: Include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

____

By: ___________________________

Name: _________________________

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "K".
(To Breakthrough Urban Ministries
Redevelopment Agreement)

Junior Mortgage.

Junior Construction Mortgage

[Subject to Revision Based on Review of Master Lease, Which Could Result in Separate Mortgages of the Fee And/or Leashold Interests]

This Junior Construction Mortgage ("Mortgage") is made and given as of day of , 2013, by Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation ("Breakthrough") and Breakthrough Holdings, Inc. NFP, an Illinois not-for-profit corporation (together with Breakthrough, collectively, the "Mortgagor"), each having an address at 402 North St. Louis Avenue, Chicago, Illinois 60624, the City of Chicago, an Illinois municipal corporation, having its principal office at 121 N. LaSalle Street, Chicago, Illinois 60602 ("City" or "Mortgagee").

RECITALS

WHEREAS, the City Council of the City, by ordinance adopted on_______________, 2013 (the "Ordinance"), authorized the execution by Mortgagor and the City of that certain Breakthrough Urban Ministries Redevelopment Agreement dated as the date hereof, a copy of which has been recorded prior to the recording of this Mortgage (such agreement, as amended, supplemented or modified, the "Agreement"); and

WHEREAS, all terms, unless defined herein, shall have the meaning given to them in the Agreement; and

WHEREAS, the Agreement provides, among other things, for the Mortgagor to acquire property and to construct and/or rehabilitate three buildings of approximately 42,500 square feet, 19,470 square feet, and 3,630 square feet on that certain property in Chicago, Illinois located generally at the addresses listed below:

Use Of Parcel	Street Address	PIN
FamilyPlex Center	3227 W. Carroll	16-11-405-034
FamilyPlex Center	3209 W. Carroll	16-11-405-035
FamilyPlex Center parking lot	328 N. Kedzie	16-11-405-037

FamilyPlex Center parking lot	326 N. Kedzie	16-11-405-038
Joshua Center	3330 W. Carroll	16-11-402-014
Joshua Center	3322 W. Carroll	16-11-402-014
Fresh Market Pantry	3334 W. Carroll	16-11-402-013

located in Chicago, Illinois and legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the Project will be financed in part with City Funds, up to a maximum aggregate amount of $3,500,000 (the "City Funds"), to pay for or reimburse the Mortgagor for certain Redevelopment Project Costs, as are further described in the Agreement; and

WHEREAS, the City Funds must be used in accordance with any laws, regulations and ordinances governing the use of such funds, including, without limitation, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seg (the "TIF Act") and the Ordinance; and

WHEREAS, as consideration for the use of the City Funds, as well as the receipt of other benefits from the City as are described in the Agreement, the Mortgagor has agreed to complete and operate the Project in accordance with the terms and conditions of the Agreement, and, until the expiration of the Term of the Agreement, abide by the covenants running with and affecting the Land set forth in Sections 8.01 (j), 8.02, 8.06, and 8.19 of the Agreement (collectively, the "Performance Covenants"); and

WHEREAS, the Mortgagor is also obligated to comply with, among other things, the following sections of the Agreement: the transfer restrictions in Sections 8.01 (i) and (k) and Section 18.14; the prevailing wage requirements in Section 8.09; the employment opportunity, City resident employment and MBE/WBE utilization requirements in Section 8.07 and Sections 10.01.10.02 and 10.03; and the financing restrictions inherent in the definition of Lender Financing and in Sections 8.01(d) and (k) and Section 16 (collectively, the "Additional Covenants");

WHEREAS, the failure of the Mortgagor to perform the Performance Covenants, the Additional Covenants and the other covenants and obligations of the Agreement (collectively, the "Covenants") shall give rise to an obligation of the Mortgagor to pay the City the Junior Mortgage Amount pursuant to the Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing (the "Reimbursement Obligation"); and

WHEREAS, the parties intend that this Mortgage secure the Mortgagor's performance of the Covenants, its covenants and obligations under this Mortgage and the repayment of the Reimbursement Obligation in the event of an Event of Default;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of such covenants and obligations, and in order to charge the properties, interests and rights hereinafter described with such mortgage lien, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, warrant, grant a security interest in, and confirm unto, Mortgagee and its successors and assigns forever, all of the following rights, interests, claims and property (collectively, the "Mortgaged Property"), subject to the title matters, liens and encumbrances set forth in Exhibit B attached hereto:

(A) The Land, together with all easements, water rights, hereditaments, mineral rights and other claims, rights and interests appurtenant thereto;

(B) All buildings, structures and other improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Project, all fixtures or attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor which are or shall be attached to, located in or on, forming a part of, used or intended to be used in connection with or incorporated in the Land or such buildings, structures and other improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All tenements, easements, rights-of-way and rights used as a means of access to the Land and Improvements and appurtenances thereto now or hereafter belonging or pertaining thereto;

(D) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

(E) all right, title and interest of Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Land or the Improvements, together with all furniture, floor covering, fittings, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Land or the Improvements, or used or useful in connection with any present or future operation of the Land or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");

(F) all of the estate, interest, right, title or other claim or demand which Mortgagor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Land, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Land, the Improvements or the Equipment;

(G) all intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Mortgagor, including, but not limited to cash, accounts receivable, bank accounts, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Land, the Equipment or the Improvements;

(H) all other property rights of Mortgagor of any kind or character related to all or any portion of the Land, the Improvements or the Equipment; and

(I) the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

All of the Land, Improvements, estate and property hereinabove described, real, personal and mixed, whether or not affixed or annexed, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the Land and Improvements and to be appropriated to the use thereof, and shall for the purposes of the Mortgage deemed to be conveyed and mortgaged hereby; provided, however, as to any property, aforesaid which does not so form a part and parcel of the Land and Improvements, the Mortgage is hereby deemed also to be a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") for the purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party (as defined in the Code) and as also contemplated and provided for in Section 6.10 hereof.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Code, a security interest in all of the above-described property which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) the performance by the Mortgagor of the Covenants and its covenants and obligations under this Mortgage, and (b) the repayment of the Reimbursement Obligation upon the occurrence of an Event of Default.

SECTION I

INCORPORATION OF RECITALS

The Mortgagor acknowledges and agrees that the recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference.

SECTION II

INCORPORATION OF REDEVELOPMENT AGREEMENT PROVISIONS

The Mortgagor acknowledges and agrees that all of the sections of the Agreement cited in the Recitals to this Mortgage, along with all defined terms used in such sections and all other defined terms from the Agreement that are used in this Mortgage, together with such other provisions of the Agreement as may be necessary to reasonably construe such sections and defined terms, are incorporated herein by reference as if fully written out and included as definitions and independent covenants in this Mortgage.

SECTION III

COVENANTS

The Mortgagor covenants, represents and warrants to Mortgagee that:

3.1 Agreement Covenants. Mortgagor shall comply with the Covenants.

3.2 Maintenance of the Mortgaged Property, (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property upon reasonable prior notice at reasonable times to assure compliance with the terms of the Mortgage.

(d) Mortgagor shall comply with, and cause the Mortgaged Property to comply with, all present and future laws, ordinances, orders, rules, regulations and' reguirements of any governmental authority applicable to the Mortgaged Property, or any part thereof, and with all recorded restrictions and encumbrances affecting the Mortgaged Property, or any part thereof.

3.3 Taxes and Assessments, (a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed or is otherwise in compliance with the applicable provisions of the Redevelopment Agreement with respect thereto.

> (b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

3.4 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as are required of Mortgagor by the Agreement, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies for insurance shall provide that the same shall not be canceled, except upon sixty (60) days prior written notice to Mortgagee.

3.5 Subordination. Mortgagee by acceptance of this Mortgage acknowledges that the Mortgage shall be subject and subordinate in all respects to the [TITLE OF SENIOR LENDER MORTGAGE] by and between the Mortgagor and PNC Bank, N.A. (the "Senior Lender"), dated as of the date hereof, recorded as of________, 2013 as Document No.________________from Mortgagor (the "First Mortgage") and shall also be subordinate to any Permitted Mortgage(s) (all such mortgages, a "Permanent Mortgage") that replace the First Mortgage (or any Permanent Mortgage) and which secure financing in a principal amount not to exceed (i) the original principal amount of the senior financing provided by such Senior Lender and (ii) the amount of Cash Equity contributed by the Developer under the Agreement. The agreement by the Mortgagee to be the subordinate to a Permanent Mortgage on the terms hereunder shall be reflected by a subordination agreement between the Mortgagee and the Senior Lender named as the mortgagee under such Permanent Mortgage, at the request of such Senior Lender.

SECTION IV

REIMBURSEMENT OBLIGATION

4.1 Generally, (a) The maximum aggregate amount of the Reimbursement Obligation shall be limited to the Junior Mortgage Amount under the Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing.

> (b) Pursuant to the terms of the Agreement, Mortgagor, from the execution date of the Mortgage until the expiration of the Term of the Agreement (such time period to be referred to as the "Enforceability Period"), shall complete the Project in accordance with the terms and conditions of the Agreement, and shall, until the expiration of the Term of the Agreement, abide by the Covenants.

4.2 Recapture. If during the Enforceability Period, Mortgagor fails to complete the Project in accordance with the terms and conditions of the Agreement or subsequent to the issuance of the Certificate by the City, fails to perform in accordance with the Covenants, and after the delivery of written notice and the expiration of any applicable cure period (as described in Section 15 of the Agreement) the City shall be entitled to recapture, and Mortgagor shall be obligated to pay the City, an amount equal to the funds then subject to recapture (as described in Section 4.1 above). The Mortgagee may proceed to foreclose this Mortgage and to exercise any other rights and remedies available to Mortgagee under this Mortgage and the Agreement and at law, in equity or otherwise

4.3 Release of Mortgage. Upon the expiration of the Enforceability Period, if Mortgagor has complied with the Covenants to the satisfaction of Mortgagee, then Mortgagor shall be deemed to have fully complied with the provisions contained in the Mortgage, and Mortgagor shall be under no further obligation to Mortgagee. In addition, if Mortgagor has paid to the City the entire amount of the Reimbursement Obligation which would then be due (calculated as if there had been a failure by Mortgagor to comply with the Covenants) as described in Section 4.1 then Mortgagor shall be under no further obligation to Mortgagee hereunder. In either event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

SECTION V

DEFAULT

5.1 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean the failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage or the Covenants after the expiration of all cure periods, if any, as provided herein or in the Agreement.

5.2 Mortgagee's Options; Subrogation; Acceleration; Cure. (a) In case of an Event of Default, Mortgagee may make any payment or perform any act required of Mortgagor and may make full or partial payments of principal or interest on any Lender Financing or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Mortgaged Property from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment thereon. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be deemed additional indebtedness secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

(b) To the extent that Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or Mortgagor or any other person or entity pays arty such sum with the proceeds of the indebtedness secured hereby, Mortgagee shall have and be entitled to a lien or other interest on the Mortgaged Property equal in priority to the lien or other interest discharged and Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Mortgagee in securing the indebtedness secured hereby; provided however Mortgagee shall not be entitled to a lien or other interest in the Mortgaged Property pursuant to any lien created by the Lender Financing documents.

(c) If an Event of Default shall have occurred under the Agreement (with respect to the Covenants) or the Mortgage, and shall have continued for thirty (30) days following the receipt of notice thereof from Mortgagee to Mortgagor, the amount of the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Mortgagor has commenced efforts to cure, then, the time to cure shall be extended so long as said party diligently continues to cure such default; provided, further, that no such notice and cure provisions described above shall apply with respect to an Event of Default arising from the failure by Mortgagor to perform the Covenants, as the notice and cure periods, if any, of the Agreement shall apply to such Event of Default.

(d) Except as otherwise permitted by the terms of the Agreement or by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of all or substantially all of the Mortgaged Property (other than in the ordinary course of the Mortgagor's business) shall entitle the Mortgagee to declare the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Code, will not be an Event of Default under the Mortgage, provided Mortgagor, if requested to do so by Mortgagee, executes such documents as may be necessary or deemed appropriate to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

5.3 Remedies. Mortgagee's remedies as provided in this Mortgage and the Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Mortgagee and may be exercised as often as occasion therefor shall arise, and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

5.4 Additional Indebtedness. In the event that the Mortgagee retains an attorney to: (a) assist in collecting amounts owed or enforcing the Mortgagee's rights under this Mortgage or the Agreement; (b) represent Mortgagee in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Mortgage or the Agreement; (c) protect or enforce the lien of this Mortgage; or (d) represent Mortgagee in any other proceedings whatsoever in connection with this Mortgage, the Agreement or the Mortgaged Property, then Mortgagor shall pay to Mortgagee all reasonable attorneys' fees, and all costs and expenses incurred in connection therewith.

5.5 No Waiver. Failure of Mortgagee, for any period of time or on more than one occasion, to exercise any such remedy shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of Mortgagee, including specifically any failure to exercise any right or remedy, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Mortgagee and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Mortgagee's rights or remedies hereunder. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to Mortgage is not required to be given.

5.6 Right of Possession. To the extent permitted by law, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings or before or after sale thereunder, Mortgagor shall, at the option of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of all or any portion of the Mortgaged Property personally or by its agents or attorneys, and Mortgagee, in its sole discretion, may enter upon, take and maintain possession of all or any portion of the Mortgaged Property.

Upon taking possession of the Mortgaged Property, Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as it may deem judicious to insure, protect and maintain the Mortgaged Property against all risks incidental to Mortgagee's possession, operation and management thereof, and may receive all rents, issues and profits therefrom.

5.7 Foreclosure Sale. The Mortgaged Property or any interest or estate therein sold pursuant to any court order or decree obtained under this Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by Illinois law. At any such sale, Mortgagee may bid for and acquire, as purchaser, all or any portion of the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

5.8 Application of Proceeds from Foreclosure Sale. Proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) the amounts owed pursuant to Section 4.1 of this Mortgage, and otherwise due and payable under this Mortgage, with interest thereon at the rate of fifteen percent (15%) per annum (the "Interest Rate"), and (iii) any surplus or remaining funds to Mortgagor, its successors or assigns, as their rights may appear.

5.9 Insurance Upon Foreclosure. Wherever provision is made in the Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale.

Upon confirmation of sale, Mortgagee shall be empowered to assign all policies of insurance to the purchaser at the sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Mortgaged Property, shall be used to pay the amount due in accordance with any foreclosure decree that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

5.10 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, reinstatement, stay, extension or exemption laws or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage and hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and rein-statement, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption or rein-statement of Mortgagor and of all other persons are and shall be deemed to be hereby waived. Mortgagor acknowledges that the Mortgaged Property do not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seg. (the "Act") or residential real estate as defined in Section 5/15-1219 of the Act.

5.11 Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the sum then remaining unpaid, together with all interest thereon at the Interest Rate, immediately due and payable without notice, or any other rights of Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

5.12 Rescission of Election. The obligation to make immediate payment of the City Funds, once such payment becomes due under the terms of this Mortgage, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at

Mortgagee's option, be discontinued or dismissed. In either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and powers of Mortgagee shall continue as if such obligation to make immediate payment had not been made or such proceedings had not been commenced, as the case may be.

5.13 Protective Advances; Maximum Amount of Indebtedness. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(a) all advances by Mortgagee to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(b) payments by Mortgagee of: (i) when due, installments of principal, interest or other obligations in accordance with the terms of the documents evidencing and securing the Lender Financing, if any, or other prior lien or encumbrance; (ii) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under any mortgages or any other prior liens;

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(f) advances of any amount required to make up a deficiency in deposits for or payments of installments of taxes and assessments and insurance premiums;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

(h) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment or loan agreement; (viii) pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if this Mortgage is insured, payments of FHA or private mortgage insurance.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(1) the determination of the amount of indebtedness secured by this Mortgage at any time;

(2) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(3) if the right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;

(4) the determination of amounts deductible from sale proceeds'pursuant to Section 5/15-1512 of the Act;

(5) the application of income in the hands of any receiver or mortgagee in possession; and

(6) the computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

The maximum principal amount of indebtedness secured by this Mortgage shall be the amount of City Funds actually received by the Developer under the Agreement, plus any Protective Advances, with interest on such sum at the Interest Rate.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in the same manner as in Section 17 of the Agreement.

6.2 Time. Time is of the essence with respect to this Mortgage and the performance of the covenants contained herein.

6.3 Modifications. This Mortgage may not be altered, amended, modified, canceled, changed or discharged except by written instrument signed by Mortgagor and Mortgagee or their respective permitted successors and permitted assigns.

6.4 Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

6.5 Governing Law; Venue; Jurisdiction. This Mortgage shall be construed and enforced according to the internal laws of the State of Illinois without regard to its conflict of laws principles.

If there is a lawsuit under this Mortgage, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

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

6.7 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

6.8 Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Nothing in this Section 6.8 shall be construed to modify the transfer and assignment limitations set forth in the Agreement.

6.9 Further Assurances. Mortgagor will perform, execute, acknowledge and deliver every act, deed, conveyance, transfer and assurance necessary or proper, in the sole judgment of Mortgagee, for assuring, conveying, mortgaging, assigning and confirming to Mortgagee all property mortgaged hereby or property intended so to be, whether now owned or hereafter acquired by Mortgagor, and for creating, maintaining and preserving the lien and security interest created hereby on the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute and record any and all such documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee and its agents as attorney-in-fact for that purpose. Mortgagor will reimburse Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents including attorneys' fees and court costs.

6.10 Security Agreement. This Mortgage shall be construed as a "security agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Mortgagee shall have all the rights with respect to such fixtures or personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement. Upon the recording hereof, this Mortgage shall constitute a financing statement under the Uniform Commercial Code, with Mortgagor being the Debtor, Mortgagee being the Secured Party, and the parties having the addresses set forth in the recitals. This Mortgage is a "construction mortgage" as that term is defined in Section 9-313(1)(c) of said Uniform Commercial Code.

6.11 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien thereof do not merge in fee simple title, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee, as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

IN WITNESS WHEREOF, the undersigned have caused this Mortgage to be executed of the day and year first above written.

MORTGAGOR:

BREAKTHROUGH URBAN MINISTRIES, INC.

By: ______________________________

Its: ______________________________

BREAKTHROUGH HOLDINGS, INC. NFP

By: ______________________________

Its: ______________________________

[(Sub)Exhibit "A" referred to in this Junior Mortgage unavailable at time of printing.]

(Sub)Exhibit "B" referred to in this Junior Mortgage reads as follows:

(Sub)Exhibit "C".
(To Junior Mortgage)

Mortgaged Property.

Those matters set forth as Title Exceptions on Schedule B in the Mortgagee's policy of title insurance issued by the Chicago Title Insurance Company to the City of Chicago as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

State of Illinois)
) SS.
County of Cook)

I, ______________, a notary public in and for the said County, in the State aforesaid, do hereby certify that ______________, personally known to me to be the ______________ of Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the (Board of Directors) of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of ______________, 20__.

____
Notary Public

My Commission Expires ______________

(Seal)

State of Illinois)
) SS.
County of Cook)

______________, a notary public in and for the said County, in the State aforesaid, do hereby certify that ______________, personally known to me to be the ______________ of

Breakthrough Holdings, Inc. NFP, an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of __________, 20 ___.

____

Notary Public

My commission expires: ________________.

(Sub)Exhibit "L".

(To Breakthrough Urban Ministries
Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, ________________, ________________ of __________________________, a ______________________ (the "Developer"), hereby certifies that with respect to that certain ______________________ Redevelopment Agreement between the Developer and the City of Chicago dated ________________, ____ (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 TIF-Funded Improvements for the Project reimbursed by the City to date:

$__________________

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$__________________

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: ________________________________
Name

Title: ______________________________

Subscribed and sworn before me this ______
day of __________, _____

____

My commission expires: ________________

Agreed and Accepted:

____
Name

Title: ______________________________

City of Chicago
Department of Planning and Development

(Sub)Exhibit "M".
(To Breakthrough Urban Ministries Redevelopment Agreement)

Form Of City Note.

Registered Number R-1	Maximum Amount $___________________ [To Be Completed Before The Closing Date, will equal $3,500,000 minus the Construction Phase Assistance and TIF-Funded Interest Costs]

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(Breakthrough Urban Ministries Redevelopment Project),
Taxable Series A.

Registered Owner: Breakthrough Urban Ministries, Inc.

Interest Rate: ____ per annum [equal to the interest rate per annum (exclusive of any fees, charges, insurance premiums, or other amounts) charged by PNC Bank on the permanent Lender Financing, but in no event exceeding seven percent (7.0%) per annum.]

Maturity Date: __________________, 20____

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of $ [To Be Completed Before The Closing Date -- will equal $[illegible] minus the Construction Phase Assistance and TIF-Funded Interest Costs] and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance or the date of issuance of the Certificate. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall not accrue interest.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the 15th day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to $___ [To Be Completed Before The Closing Date -- will equal $[illegible] minus the Construction Phase Assistance and TIF-Funded Interest Costs] for the purpose of paying the costs of certain eligible redevelopment project costs incurred by _ [Developer] (the "Project") for the rehabilitation, construction and/or rehabilitation of three buildings of approximately [illegible] square feet, [illegible] square feet and [illegible] square feet in the Chicago/Central Park Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an Ordinance adopted by the City Council of the City on ______, 2013 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100 percent of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the 15th day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [_______________, _____] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to acquire and construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of $_______________ [To Be Completed

Before The Closing Date, will equal $3,500,000 minus the Construction Phase Assistance and TIF-Funded Interest Costs] shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions, and the City has reserved the right to offset liquidated damage amounts owed to the City against the principal amount outstanding under this Note. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

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

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _______________, ____.

____
Mayor

[Seal]

Attest:

____
City Clerk

Certificate Of Authentication	Registrar and Paying Agent: Comptroller of the City of Chicago, Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Breakthrough Urban Ministries Redevelopment Project), Taxable Series A, of the City of Chicago, Cook County, Illinois.

____
City Comptroller

Date: ____________________________

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto [Name of Assignee] the within Note and does hereby irrevocably constitute and appoint ____________________ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: __________________________ ______________________________
Registered Owner

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

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

City of Chicago,
Department of Housing and Economic Development

By: ______________________________

Its: ______________________________

Certificate Of Expenditure.

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
$300,000 Tax Increment Allocation Revenue Note
(Breakthrough Urban Ministries Redevelopment Project, Taxable Series A)
(the "Redevelopment Note")

This Certificate is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____________, _____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that $_______________ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the principal amount of the Redevelopment Note is $ ______________ including the amount of this Certificate and less payments made on the Redevelopment Note.

In Witness Whereof, The City has caused this Certificate to be executed on its behalf as of (Closing Date).

City of Chicago

By:
Andrew J. Mooney, Commissioner
Department of Housing and
Economic Development

Authenticated By:

Registrar

(Sub)Exhibit "K".
(To Breakthrough Urban Ministries
Redevelopment Agreement)

Subordination Agreement.

This Subordination Agreement ("Agreement") is made and entered into as of the ___ day of ________ __, between the City of Chicago by and through its Department of Housing and Economic Development (the "City"), [illegible] a [national banking association] (the "Lender").

Witnesseth:

Whereas, Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation ("Breakthrough") and Breakthrough Holdings, Inc. NFP, an Illinois not-for-profit corporation ("Affiliate", together with Breakthrough, collectively, the "Developer") have purchased certain property located within the Chicago Central Park Tax Increment Financing Redevelopment Project Area at ___ ___, Chicago, Illinois 606[illegible] [illegible] hereto (the "Property"), in order to acquire, construct and equip a multi-story building comprised of approximately 24,970 square feet: 19,470 square feet and a 5,500 square feet (the "Facility") thereon and approximately 22 on-site parking spaces; and

Whereas, As part of obtaining financing for the Project, Developer (also referred to herein as the "Borrower") and [illegible] have entered into a certain Construction Loan Agreement dated as of with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed $ ____ __ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated and recorded as document number __ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded as document number ______ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06, 8.19 and 8.21 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:	If To The Lender:
City of Chicago	________
Department of Housing and Economic	________
Development	________
121 North LaSalle Street, Room 1000	Attention:
Chicago, Illinois 60602	
Attention: Commissioner	
With copies to:	With copies to:
City of Chicago	
Department of Law	
121 North LaSalle Street, Room 600	________
Chicago, Illinois 60602	Attention:
Attention: Finance and Economic	
Development Division	

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent via facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt.

by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[_____________], [a national banking association]

By: ______________________________

Its: ______________________________

City of Chicago

By: ______________________________

Its: ______________________________
Commissioner,
Department of Housing and
Economic Development

Acknowledged and Agreed to this ____ day of __________, ______

Breakthrough Urban Ministries, Inc.

Breakthrough Holdings, Inc. NFP

By: ______________________________

Its: ______________________________

State of Illinois)
) SS.
County of Cook)

The undersigned, a notary public in and for the County and 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, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he/she signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of ___________, 20__.

Notary Public

My commission expires

(Seal)

State of Illinois)
) SS.
County of Cook)

I, __________, a notary public in and for the said County, in the State aforesaid, do hereby certify that __________ personally known to me to be the __________ of [Developer], a __________ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of ________________________, 20__.

____
Notary Public

My commission expires:________________.

[Seal]

[(Sub)Exhibit referred to in this Subordination Agreement
unavailable at time of printing.]

(Sub)Exhibit "P".
(To Breakthrough Urban Ministries
Redevelopment Agreement)

Affidavit Of Architect For Leed Certification.

State of _____)
)SS: Affidavit
County of ____)

The undersigned, _________________________________ after being duly sworn, deposes and says on oath as follows to his or her knowledge:

1. I am a _____________________ of ___________________ ("Architect"), which is the architect engaged by Breakthrough Holdings, Inc. NFP, an Illinois not-for-profit corporation ("Developer"), to provide services regarding the real property located at __________________, Chicago, Illinois _______, and commonly known as _________________, which is subject to that certain Lease Agreement executed __________, ____ by and between Breakthrough Holdings, Inc. NFP, as landlord, and Breakthrough Urban Ministries, Inc., an Illinois not-for-profit corporation, as tenant (the "Project").

2. Architect was engaged by Developer to provide certain architectural services regarding the Project. [Note: Reference Agreement With Architect]

3. Based on my knowledge of the Project, it is my opinion that the Project would likely achieve the minimum points required for LEED Certification for New Construction and

Major Renovations pursuant to the LEED Certification of New Construction and Major Renovations project checklist, a copy of which is attached hereto as (Sub)Exhibit 1.

Affiant Further Sayeth Naught.

Sworn to and subscribed before me this ____
day of __________, 2013

________________________________ ________________________________[Seal]
Unofficial Witness

____
Notary Public

My Commission Expires: ________________

[Notary Seal]

[(Sub)Exhibit 1 referred to in this Affidavit of Architect for LEED Certification unavailable at time of printing.]

(Sub)Exhibit "Q".

(To Breakthrough Urban Ministries
Redevelopment Agreement)

Requisition Form For TIF-Funded Interest Costs.

The undersigned, ___[Name]___, _[Title]_ of ____________________(the "Developer"), does hereby certify to the City of Chicago, Illinois (the "City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated ______________, _______ by and between the City and Developer:

1. That the Developer has incurred, accrued and/or paid the following parties for the listed items, each of which constitutes interest related to the construction of the Project:

Provider of Lender Financing $____________________

2. That none of the items listed in paragraph 1, above, has been the subject of any other requisition for payment;

3. That including the payment requested hereunder, the payments from the City during this year for interest costs do not exceed 75 percent of the interest costs incurred by the Developer with regard to Project during this year [, plus accruals];

4. That including the payment requested hereunder, the total of interest payments to date from the City does not exceed 75 percent of the total Project Costs actually incurred by the Developer;

5. That the remaining balance of the TIF-Funded Interest Costs which are eligible for reimbursement under the Redevelopment Agreement taking this requisition into account are as follows:

Maximum Amount	Current Annual Unpaid Amount Accrued	Accrued and Balance Amount Prior Requisitions(1)	Accrued And Unpaid(2)	Paid To Date(3)
$________(4)	_______	__________	___________	________

6. That attached as Exhibit 1 are true and correct copies of monthly invoices for the Lender Financing sent to the Developer by the provider of Lender Financing;

In Witness Whereof, I have hereunto affixed my signature this ___ day of _________, ___.

____

By: ____________________________

Its: ____________________________

[(Sub)Exhibit 1 referred to in this Requisition Form For TIF-Funded Interest Costs unavailable at time of printing.]

---

(1) Represents the sum of the following unpaid amounts for the specified years: $______ for 200_; $______ for 200_; $_______ for 200_.

(2) Sum of columns 2 and 3.

(3) After giving effect to the payment covered by this Requisition Form.

(4) Subject to reduction if general real estate taxes are abated, as described in the Agreement.

LOAN AND REDEVELOPMENT AGREEMENT WITH LAKE STREET STUDIOS L.P. AND INTERFAITH HOUSING DEVELOPMENT CORPORATION FOR ACQUISITION AND CONSTRUCTION OF AFFORDABLE MULTI-STORY BUILDING AT 727 W. LAKE ST.

[O2013-4996]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a redevelopment agreement and loan agreement with Lake Street Studios L.P. and Interfaith Housing Development Corporation, amount not to exceed: $4,100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Alderman Burke abstains from voting pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide certain financing to Lake Street Studios Limited Partnership (the "Borrower"), an Illinois limited partnership, the general partner of which is Lake Street Studios LLC, an Illinois limited liability company ("General Partner"), to pay a portion of the costs of acquiring and constructing the Lake Street Studios (the "Development"), an affordable housing development consisting of approximately 61 units in a multi-story building located at 727 West Lake Street in Chicago, Illinois; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing and Economic Development ("DHED"); and

WHEREAS, DHED has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed $6,[illegible] (the "Affordable Housing Loan") for purposes of financing a portion of the Development, to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Development will also be financed with proceeds of Additional Financing as outlined in Exhibit A hereto; and

WHEREAS, Under ordinances adopted on March 23, [illegible] and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of the City Council of the City (the "City Council") for such date at pages [illegible] and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), the City Council: (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Madison/Racine Redevelopment Project Area" (the "Original Area"); (ii) designated the Original Area as a redevelopment project area within the requirements of the Act; and (iii) adopted tax increment financing for the Original Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, The City Council subsequently determined that it was necessary to expand the Original Area to include additional contiguous areas (such areas, together with the Original Area, the "Expanded Area") and to rename the Expanded Area the "Near West Redevelopment Project Area"; and

WHEREAS, In connection with the Expanded Area, under ordinances adopted on June 10, 1998 and published in the Journal for such date at pages [illegible] to [illegible], and under the provisions of the Act, the City Council amended and supplemented the TIF Ordinances by: (i) approving the "Near West Redevelopment Plan and Project" (the "Expanded Area Plan") for the Expanded Area; (ii) designating the Expanded Project Area as a redevelopment project area pursuant to the Act and reconfirmed the designation of the Original Area and designated the Expanded Area as a redevelopment project area; and (iii) adopting tax increment allocation financing for the Expanded Area (the foregoing three ordinances are collectively referred to herein as the "Expanded Area TIF Ordinances"); and

WHEREAS, Pursuant to ordinances adopted on (i) June 9, 2004 and published in the Journal for such date at pages [illegible] to [illegible], (ii) January 26, 2011 and published in the Journal for such date at pages [illegible] to [illegible], and (iii) June 5, 2013 and soon to be published in the Journal for such date, the City Council amended the Expanded Area Plan (the Expanded Area Plan, as amended, referred to herein as the "Plan" and the Expanded Area, as amended, referred to herein as the "Area") in order to, among other things, change the dates of completion of the redevelopment project described in the Plan, increase the total estimated redevelopment project costs and amend the land use map; and

WHEREAS, Pursuant to Section 5/11-74.4-8(b) of the Act and the Expanded Area TIF Ordinances, Incremental Taxes (incremental taxes) are deposited from time to time in the special tax allocation fund for the Area established pursuant to the Expanded Area TIF Ordinances (the "Fund"); and

WHEREAS, The Borrower and The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation ("IHDC", and collectively with the Borrower, the "Developer") have proposed to undertake the Development in accordance with the Plan and pursuant to the terms and conditions of a proposed Redevelopment Agreement (as defined in Section 4 below) to be executed by the Developer and the City, and the Developer will finance a portion of the construction of the Development with a portion of the Incremental Taxes in the Fund; and

WHEREAS, Pursuant to Resolution 13-CDC-14 adopted by the Community Development Commission of the City (the "Commission") on May 14, 2013, the Commission authorized DHED to negotiate a Redevelopment Agreement with the Developer for the Development and to recommend that the Developer be designated as the developer for the Development; and

WHEREAS, The Development is necessary for the redevelopment of the Area; now, therefore,

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

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

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

SECTION 3. Developer Designation. The Developer is hereby designated as the developer for the Development pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. Redevelopment Agreement. 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 to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 5. Payment. The City Council hereby finds that the City is authorized to pay an amount not to exceed $3,100,000 from Incremental Taxes deposited in the General Account of the Fund (as defined in the Redevelopment Agreement), to finance a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Improvements").

SECTION 6. Separability. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

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

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

SECTION 9. Certified Copies. The City Clerk shall provide to the Corporation Counsel, without charge, certified copies of this ordinance in such amount as shall be requested by the Corporation Counsel.

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

Exhibit "A".
(To Ordinance)

Affordable Housing Loan.

Source:	Multi-Family Program Funds.
Amount:	Not to exceed $4,100,000.
Term:	Not to exceed 52 years or such other term as may be acceptable to the Commissioner.
Interest:	Zero percent per annum.
Security:	A mortgage no lower priority than a second mortgage during the construction period and a mortgage no lower priority than a first mortgage during the permanent period.

Additional Financing.

The following additional financing sources will also be available as follows:

1. Low-Income Housing Tax Credits.

Amount:	Approximately $11,321,000 or such amount as may be acceptable to the Commissioner, a portion of which will be applied to the payment of the Citibank, N.A. construction loan.
Source:	To be derived from the syndication of Low-Income Housing Tax Credits allocated to the Development.

2. Construction Period Financing.

Amount:	Approximately $8,650,000 or such amount as may be acceptable to the Commissioner.
Source:	A loan to Borrower from Citibank, N.A. or any such other entity acceptable to the Commissioner.
Term:	Not to exceed 30 months.
Interest:	Variable.
Security:	A first position mortgage on the Development.

3. Tax Increment Financing.

Amount:	An amount not to exceed $3,100,000 of TIF proceeds granted by the City to IHDC, and loaned to the Borrower by IHDC or contributed as capital to the Borrower by the General Partner, or another source acceptable to the Commissioner.

Term: Any loan not to exceed 52 years.

Interest: Any loan not to exceed 5.30 percent per annum.

Security: Any loan to be secured by a mortgage on the Development junior to the lien of the City Mortgage.

4. FHLB AHP Financing.

Amount: Approximately $549,000 or such amount as may be acceptable to the Commissioner.

Source: A loan from IHDC to the Borrower or a capital contribution by the General Partner to the Borrower, or any combination of the foregoing, derived from the proceeds of an FHLB AHP grant or another source acceptable to the Commissioner.

Term: Any loan not to exceed 52 years.

Interest: Any loan not to exceed 5.30 percent per annum.

Security: Any loan to be secured by a mortgage on the Development junior to the lien of the City Mortgage.

5. DCEO Financing.

Amount: Approximately $145,346 or such amount as may be acceptable to the Commissioner.

Source: A loan from IHDC to the Borrower or a capital contribution by the General Partner to the Borrower, or any combination of the foregoing, derived from the proceeds of a DCEO grant or another source acceptable to the Commissioner.

Term: Any loan not to exceed 52 years.

Interest: Any loan not to exceed 5.30 percent per annum.

Security: Any loan to be secured by a mortgage on the Development junior to the lien of the City Mortgage.

6. Deferred Developer Fee.

The Development may also be financed by the deferral, at closing, of certain fees payable to the Developer.

Exhibit "B".
(To Ordinance)

Lake Street Studios Redevelopment Agreement.

This Lake Street Studios Redevelopment Agreement (this "Agreement") is made as of this__________day of________, 2013, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("DHED"), Lake Street Studios Limited Partnership, an Illinois limited partnership (the "Owner"), and The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation ("IHDC" and sometimes collectively with the Owner, the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on March 23, 1989: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Madison-Racine Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Madison-Racine Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Madison-Racine Redevelopment Project Area" (the "TIF Adoption Ordinance"); and, thereafter, on June 10, 1996, the City Council adopted ordinances (the "Expansion Ordinances"), expanding the boundaries of the Madison-Racine Redevelopment Project Area and renaming such expanded area the Near West Redevelopment Project Area (the "Redevelopment Area"); and, thereafter, on June 6,2001, the City Council adopted an ordinance (the "Extension Ordinance") to clarify the portability language in the redevelopment plan for the Redevelopment Area and extending the termination date of the Redevelopment Area to December 31, 2013; and thereafter, on July 28, 2011, the City Council adopted an ordinance (the "Third Amendment Ordinance") amending the redevelopment plan for the Redevelopment Area to increase the total estimated project costs; and thereafter, on June 5,2013, the City Council adopted an ordinance (the "Fourth Amendment Ordinance") amending the land use map in the redevelopment plan for the Redevelopment Area (items(1)-(3), the Expansion Ordinances, the Extension Ordinance, the Third Amendment Ordinance and the Fourth Amendment Ordinance shall be collectively referred to herein as the "TIF Ordinances"). The Redevelopment Area is legally described in Exhibit A hereto.

D. The Project: The Developer intends to purchase (the "Acquisition") certain property located within the Redevelopment Area at 727 West Lake Street, Chicago, Illinois 60661 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete construction of a multi-story building with approximately 61 affordable studio rental units for homeless individuals, those at risk of homelessness, and other low-income residents (the "Facility") thereon. The Facility will include certain commercial space on the ground floor, which is anticipated to be used for tenant supportive services. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

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

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes, in order to reimburse the City for the costs of TIF-Funded Improvements.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

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

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

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

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

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with the Jobs Covenant (Section 8.06), (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); and (6) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

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

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

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

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

"City Contract" shall have the meaning set forth in Section 8.01(1) 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.

"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.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

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

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

"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 seg.); (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 seg.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seg.); (vi) the Clean Water Act (33 U.S.C. Section 1251 etseg.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seg.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seg.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seg.); and (x) the Municipal Code of Chicago.

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

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

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

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

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

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

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

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

"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.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11 -74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Near West TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

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

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

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Near West TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"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 Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

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

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

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

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

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

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

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

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11 -74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Reguisition Form" shall mean the document, in the form attached hereto as Exhibit K, to be delivered by the Developer to DHED pursuant to Section 4.04 of this Agreement.

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

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term" shall mean the period of time commencing on the Closing Date and ending on the later of (a) [September 1, 2023], and (b) the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2013).

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

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

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

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

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

"Title Company" shall mean Title Services, Inc., or such other title company acceptable to the City and the Developer.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seg.).

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than thirty (30) days after the Closing Date; and (ii) complete construction and conduct business operations therein no later than the second (2nd) anniversary of the Closing Date, subject to the provisions of Section 18.17 (Force Majeure).

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

3.03 Project Budget. The Developer has furnished to DHED, and DHED has approved, a Project Budget showing total costs for the Project in an amount not less than Seventeen Million One Hundred Eighty Eight Thousand Four Hundred Eighty-Nine Dollars ($17,188,489). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DHED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DHED for DHED's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DHED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

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

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

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

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

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DHED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

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

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be not less than $17,188,489, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	$12,015,346*
City Multi-Family Loan Funds	$ 4,100,000**
City Funds	$3,100,000**
ESTIMATED TOTAL	$17,188,489**

*Includes approximately $8,650,000 of Section 42 tax credit equity to be bridged with a private construction loan during construction, approximately $549,000 of FHLB AHP funds anticipated to be loaned to the Owner by IHDC, and approximately $145,346 of DCEO funds anticipated to be loaned to the Owner by IHDC.

**The amounts of the City Multi-Family Loan Funds and the City Funds identified here are each maximum amounts, with the expectation that, among the two sources, the City will provide total funds of approximately $5,173,143. DHED may, prior to the Closing Date, determine the allocation of funds between City Multi-Family Loan Funds and the City Funds, and the final amount of such funds will be inserted into this Agreement prior to its execution.

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse IHDC for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DHED evidencing such cost and its eligibility as a Redevelopment Project 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 of (i) up to $1,500,000 upon execution of this Agreement, and (ii) up to $1,600,000 on or before December 31,2013, in Incremental Taxes (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements, provided, however, that the $3,100,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the Near West TIF Fund shall be sufficient to pay for such costs.

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

4.04 Requisition Form. On or before the Closing Date with respect to the first Requisition and not later than November 30,2013 (or such other date as the parties may agree to) with respect to the second Requisition, IHDC shall provide DHED with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made only twice (or as otherwise permitted by DHED), and in amounts not to exceed the amounts set forth above in Section 4.03(b). IHDC shall meet with DHED at the request of DHED to discuss the Requisition Form(s) previously delivered.

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

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the

Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, IHDC shall submit documentation regarding the applicable expenditures to DHED, which shall be satisfactory to DHED in its sole discretion. Delivery by IHDC to DHED 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 or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

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

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

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

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

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

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the Bond Ordinance, if any, TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

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

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

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

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

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

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

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

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

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

5.12 Documentation. The Developer has provided documentation to DHED, satisfactory in form and substance to DHED, with respect to current employment matters.

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

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

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

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Reguirement for General Contractor and Subcontractors.

(a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DHED for its inspection and written approval, (i) For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds, (ii) For Project work other than the TIF-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Developer shall submit copies of the Construction Contract to DHED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DHED within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DHED and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed [14%] of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

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

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond acceptable in form to the City. The City shall be named as obligee or co-obligee on any such bonds.

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

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DHED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DHED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06, and 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

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

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

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

(c) the right to seek reimbursement of the City Funds from the Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DHED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. Each of the Owner and IHDC 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 Owner is an Illinois limited partnership and IHDC is an Illinois not-for-profit corporation, each duly organized, validly existing, qualified to do business in Illinois, and each licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate (as applicable) its organizational documents, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

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

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

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

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

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DHED: (1) be a party to any merger, liquidation or consolidation;

(2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

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

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

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

8.02 Covenant to Redevelop. Upon DHED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

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

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

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention; Covenant to Remain in the City. The Developer shall strive to retain: (a) 81 temporary construction jobs during the construction of the Project; and (b) four full-time equivalent, permanent jobs at the Project within six months of the completion thereof and through the Term. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the site described above through the Term.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City monthly written progress reports detailing compliance with the requirements of Sections 8.09,10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DHED which shall outline, to DHED's satisfaction, the manner in which the Developer shall correct any shortfall.

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

8.09 Prevailing Wage. The Project is subject to the requirements of the Davis-Bacon Act, 40 U.S.C. Section 276a et seq. Accordingly, pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the requirements of Illinois Prevailing Wage Act shall not apply to the Project.

8.10 Arms-Length Transactions. Unless DHED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any

TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DHED's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DHED Financial Statements for the Developer's fiscal year ended 2011 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DHED may request.

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

8.15 Non-Governmental Charges.

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

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

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

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

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

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

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon the Developer 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 Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer 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 Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DHED of the Developer's intent to contest or object to a Governmental Charge and, unless, at DHED's sole option,

(i) the Developer shall demonstrate to DHED's satisfaction that legal proceedings instituted by the Developer 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 Developer shall furnish a good and sufficient bond or other security satisfactory to DHED in such form and amounts as DHED 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) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DHED thereof in writing, at which time DHED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DHED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DHED deems advisable. All sums so paid by DHED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DHED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DHED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state thatall 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 seg. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

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

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of 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 Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DHED, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246 " and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

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

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

(1) At least 24 percent by MBEs.

(2) At least four percent by WBEs.

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a

MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DHED.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

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

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report;

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

SECTION 11. ENVIRONMENTAL MATTERS

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

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

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer'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.

(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) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(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 $ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2.000.000 per occurrence and $6.000.000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1.000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) 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.

(d) Other Requirements:

The Developer 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 Developer 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 Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work 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 Developer and Contractors.

The Developer 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 Developer in no way limit the Developer'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 Developer 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 Developer 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 Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

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

> (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
>
> (ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or
>
> (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or
>
> (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

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

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

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

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

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

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

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

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

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

(k) prior to the payment of all City Funds hereunder, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City.

For purposes of Sections 15.01 (i) and 15.01 (j) hereof, a person with a material interest in the Developer shall be one owning in excess often (10%) of the Developer's membership interests.

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 Developer 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 Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. Any cure tendered by the limited partner of the Owner shall be treated as a cure tendered by the Owner and shall be accepted or rejected on the same terms as if such cure had been tendered by the Owner.

SECTION 16. MORTGAGING OF THE PROJECT

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

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

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this

Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DHED.

(d) If an Event of Default occurs under this Agreement, then any mortgagee under an Existing Mortgage or a Permitted Mortgage shall have the same right, but not the obligation, as the Developer has under this Agreement to cure such default, subject to the applicable cure periods described in Section 15.02 and Section 15.03, and the City shall accept such performance by such mortgagee for the account of the Developer and with the same force and effect as if performed by the Developer

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 Developer:

Lake Street Studios Limited Partnership
c/o Lake Street Studios LLC
219 West Chicago Avenue
Chicago, Illinois 60654
Attention: Ms. Gladys Jordan

The Interfaith Housing Development Corporation of Chicago
219 West Chicago Avenue
Chicago, Illinois 60654
Attention: Ms. Gladys Jordan

With Copies To:

Applegate & Thorne-Thomsen
626 West Jackson Boulevard
Chicago, Illinois 60661
Attention: Warren Wenzloff

And to:

Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attention: General Counsel

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DHED or the Commissioner, or any matter is to be to the City's, DHED'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, DHED 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 DHED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.20 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seg.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party 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, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

LAKE STREET STUDIOS LIMITED PARTNERSHIP
an Illinois limited partnership

By: LAKE STREET STUDIOS LLC, its general partner

By: THE INTERFAITH HOUSING DEVELOPMENT
CORPORATION OF CHICAGO, an Illinois
not-for-profit corporation, a member

By:______________________________

Its:______________________________

INTERFAITH HOUSING DEVELOPMENT CORPORATION
an Illinois not-for-profit corporation

By:______________________________

Its:______________________________

CITY OF CHICAGO, by and through its Department of
Housing and Economic Development

By:______________________________
Andrew J. Mooney, Commissioner

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I,__________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY____________that personally known to me to be the____________of Lake Street Studios Limited Partnership, an Illinois limited partnership (the "Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the General Partner of the Owner, as his/her free and voluntary act and as the free and voluntary act of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this__________day of_______________, _________.

____
Notary Public

My Commission Expires__________.

(SEAL)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I,__________, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that____________________,personally known to me to be the________________of Interfaith Housing Development Corporation, an Illinois not-for-profit corporation ("IHDC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [trustees] of IHDC, as his/her free and voluntary act and as the free and voluntary act of IHDC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this_______________day of__________,_________.

____
Notary Public

My Commission Expires____________

(SEAL)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal this th day of__________________,______________.

____
Notary Public

My Commission Expires_______________.

[(Sub)Exhibits "A", "D", "E", "F", "I" and "L" referred to in this Redevelopment Agreement with Lake Street Studios unavailable at time of printing.]

(Sub)Exhibits "B", "C", "G", "H", "J" and "K" referred to in this Redevelopment Agreement with Lake Street Studios read as follows:

Exhibit "B".
(To Lake Street Studios Redevelopment Agreement)

Property.

Legal Description:

[To Come]

Commonly Known As:

727 West Lake Street
Chicago, Illinois

Permanent Index Number:

17-09-[illegible]

Exhibit "C".
(To Lake Street Studios Redevelopment Agreement)

[illegible]

Acquisition	$ [illegible]
Asbestos Removal	[illegible]
Demolition	[illegible]
New Construction	[illegible]
Construction Permits and Fees	[illegible]
Utility Fees	[illegible]
Architect's Fees — Design	[illegible]
Architect's Fees — Supervision	[illegible]
Engineering	15,000
Appraisal	15,000

Environmental Report	$	5,000
HERS Testing		7,500
TOTAL		$1,245,[illegible]

(Sub)Exhibit "G".
(To Lake Street Studios Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[Existing Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing by Developer to Citibank, N.A. dated October ________, 2013]

[To be completed by Developer's Counsel, subject to City approval.]

(Sub)Exhibit "H-1".
(To Lake Street Studios Redevelopment Agreement)

Project Budget.

Acquisition	$	520,000
Demolition		150,000
Net Construction Costs		12,918,057

[illegible]

Overhead	$ 246,937
Profit	370,406
Bond Premium/ LOC Fee	101,285
Building Permits	75,000
Utility Fees	10,000
Contingency	645,774
Construction Total:	$13,646,259
Asbestos Removal	$ 3,000
Environmental Total:	$ 3,000
Real Estate Taxes	$ 40,000
Hazard Insurance	55,000
Construction Period Total:	$ 95,000
Architect -- Design	$ 470,500
Architect -- Supervision	150,500
Engineering Fees	30,000
Predevelopment Interest	20,000
Legal -- Organizational	101,500
Legal -- Zoning	16,538
Accountant -- General	25,000
Plats and Surveys	20,000
Appraisal	15,000
Environmental Reports	10,000

Market Study	$	9,911
Title and Recording Fees		25,000
HERS Testing		15,000
Professional Fees Total:	$	908,949
Marketing and Leasing	$	25,000
Marketing and Leasing Total:	$	25,000
Application Fee	$	10,000
LIHTC Reservation Fee		113,312
Construction Points		75,034
Lender Legal Costs		45,000
Construction Inspection		20,000
Lender Fees Total:	$	263,246
Developer Fee	$	800,000
Consultant -- Financial		200,000
Developer Fee Total:	$	1,000,000
Tax and Insurance Escrow	$	51,413
Replacement Reserve		21,350
Section 8 Reserve		65,000
Lease-Up Expense		38, 991
Operating Deficit		217,080
Reserves Total:	$	393,834

Equity Developer Loan	$ 320,201
Total Development Cost	$17,139,489

EXHIBIT XIV
To Lake Street Studios Redevelopment Agreement

Opinion Of Developer's Counsel

[To Be Retyped On The Developer's Counsel's Letterhead]

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to , an Illinois (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Developer's [By-Laws], as amended to date, and (iv) records of all [corporate] proceedings relating to the Project [revise if the Developer is not a corporation]; and

(d) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or By-Laws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document

constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: Include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

____

By:__________________________

Name:________________________

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "K".

(To Lake Street Studios Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _______________, _______________ of ______________________, a ____________________ (the "Developer"), hereby certifies that with respect to that certain ____________________ Redevelopment Agreement between the Developer and the City of Chicago dated _______________, ____ (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 TIF-Funded Improvements for the Project reimbursed by the City to date:

$____________________

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$____________________

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: ____________________________________
Name

Title: __________________________________

Subscribed and sworn before me this ______
day of ___________, _____

____

My commission expires: _________________

Agreed and Accepted:

____
Name

Title: ___________________________

City of Chicago
Department of Housing and Economic Development

LOAN AGREEMENT WITH SENIOR SUITES CHICAGO NORWOOD PARK LLC FOR REHABILITATION AND CONSTRUCTION OF ADDITION TO BUILDING AT 5700 N. HARLEM AVE.

[O2013-4978]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into and execute a loan agreement with Senior Suites Chicago Norwood Park LLC, amount of loan not to exceed: $3,400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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

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

WHEREAS, Senior Suites Chicago Norwood Park LLC, is an Illinois limited liability company (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by DHED; and

WHEREAS, DHED has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed $1,400,000 (the "City Loan") to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the additional financing as shown in Exhibit A hereto, the Commissioner of DHED (the "Commissioner") or a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project (as defined in Exhibit A) or the Property (as defined in Exhibit A).

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Loans And Summary Of Terms.

Borrower:	Senior Suites Chicago Norwood Park, L.L.C., an Illinois limited liability company (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole member (the "Member"), and others to be hereafter selected as limited members.	
Project:	Rehabilitation of and construction of an addition to a building located at [illegible] North Harlem Avenue, Chicago, Illinois (the "Property"), and of approximately 84 dwelling units contained therein, as studio, one- and two-bedroom units for low- and moderate-income senior citizens, and up to [illegible] on-site parking spaces.	
Loan:	Source:	Multi-Family Program Funds
	Amount:	Not to exceed $3,400,000

		Term:	Not to exceed 32 years
		Interest:	Not to exceed three percent per annum, or another rate acceptable to the Authorized Officer
		Security:	Non-recourse loan; third mortgage on the Property, or other security acceptable to the Authorized Officer
Additional Financing:	1.	Amount:	Not to exceed $725,000
		Term:	Not to exceed 32 years
		Source:	BMO Harris Bank N.A., or another lender acceptable to the Authorized Officer (Lender)
		Interest:	Not to exceed 10 percent per annum
		Security:	Recourse loan during construction; Non-recourse upon conversion to permanent; first mortgage on the Property or other security acceptable to the Authorized Officer
	2.	Low-Income Housing Tax Credit ("LIHTC") and Historic Rehabilitation Tax Credit ("HRTC") Proceeds:	Approximately $11,789,417 (the amount of some or all of which may be bridged by a loan from the Lender to the Borrower, which loan will have a term not to exceed 24 months, bear interest at a variable rate not to exceed 10 percent and will be secured by a second mortgage on the Property, assignment of membership interests in the Borrower and other security acceptable to the Authorized Officer)
		Source:	To be derived from the syndication of: (i) $1,743,[illegible] LIHTC allocated by the Illinois Housing Development Authority, generating approximately $10,[illegible] of proceeds, and (ii) approximately $1,5[illegible] HRTC, generating approximately $1,452,[illegible] of proceeds;

3.	Amount:	Approximately $640,000.
	Source:	Federal Home Loan Bank Affordable Housing Program grant.
4.	Amount:	Approximately $239,080.
	Source:	Illinois Department of Commerce and Economic Opportunity grant.

SETTLEMENT AGREEMENT REGARDING CASE OF *ERIC CAINE V. JON BURGE, JAMES PIENTA, RAYMOND MADIGAN, WILLIAM MARLEY, WILLIAM PEDERSEN, DANIEL MC WEENY AND CITY OF CHICAGO.*

[Or2013-485]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

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: *Eric Caine v. Jon Burge, James Pienta, Raymond Madigan, William Marley, William Pedersen, Daniel McWeeny and City of Chicago,* cited as 11 C 8996 in the amount of $10,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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: *Eric Caine v. Jon Burge, Leroy Martin, Raymond Madigan, Anthony Maslanka, [illegible] [illegible], [illegible] M. [illegible], and City of Chicago*, Case No. 11 C 8996 in the amount of $10,000,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JANE DOE V. CITY OF CHICAGO, JEROME STARKS STAR NO. 18543 AND ROBERT WATSON STAR NO. 4481.*

(O2013-4858)

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

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 agreement in the following matter: *Jane Doe v. City of Chicago, Jerome Starks Star Number 18543 and Robert Watson Star Number 4481*, Case No. 11 C 3285 in the amount of $400,000, 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, with no dissenting vote.

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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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: *Jane Doe v. City of Chicago, Jerome Starks Star Number 18543 and Robert Watson Star Number 4481,* cited as 11 C 3388 in the amount of $400,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *TROY CLARK AND TAMIRA SMYTH V. P.O. ALBERT D. POWE, MIGUEL RESTO, MICHAEL ELLIS, CHICAGO POLICE OFFICERS JOHN DOE 2-5, DETECTIVE RANDALL BACON, INDIVIDUALLY AND CITY OF CHICAGO,* CONSOLIDATED WITH *MARCELO GONZALES V. P.O. ALBERT D. POWE, MIGUEL RESTO, MICHAEL ELLIS, CHICAGO POLICE OFFICERS JOHN DOE 2-5, DETECTIVE RANDALL BACON, INDIVIDUALLY AND CITY OF CHICAGO.*

[Or2013-487]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

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 cases: [illegible] in the amount of $[illegible], 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, with no dissenting vote.

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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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: [illegible] in the amount of $[illegible].

ISSUANCE OF TENT PERMIT, FREE OF CHARGE, TO INDEPENDENCE PARK ADVISORY COUNCIL

[illegible]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of all necessary tent permits, free of charge, to Independence Park Advisory Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. That the Commissioner of Buildings is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Independence Park Advisory Council (along with Circus in the Parks) related to the issuance of a tent permit on the premises known as Independence Park at 3945 North Springfield Avenue.

Said building(s) shall be used exclusively for charitable and related purposes and shall not be leased or otherwise be used with a view to profit and the work therein shall be done in accordance with plans submitted and all of the applicable provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago; and said buildings and all structures thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the applicable provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

EXEMPTION OF NOT-FOR-PROFIT ENTITIES FROM VARIOUS CITY PERMIT, LICENSE AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three proposed ordinances exempting various entities from payment of city permit, license and inspection fees for the periods designated, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances Transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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):

Inspiration Corporation, D/B/A The Living Room Cafe.
(Period Ending June 30, 2014)

[illegible]

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire, the Director of Business Affairs and Licensing and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Inspiration Corporation, doing business as The Living Room Cafe, a not-for-profit Illinois corporation, related to the erection and maintenance of buildings and for storage facilities at [illegible] Street, Chicago, Illinois [illegible].

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That Inspiration Corporation, doing business as The Living Room Cafe, a not-for-profit Illinois corporation, located at [illegible] Street, engaged in [illegible] educational and related activities, shall be exempt from the payment of City license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Inspiration Corporation doing business as The Living Room Cafe shall be entitled to a refund of City fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond June 8, 2014.

Inspiration Corporation D/B/A The Living Room Cafe.
(Period Ending June 8, 2015)

[O2013-5027]

(Also Introduced by Alderman Willie B. Cochran.)

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire, the Director of Business Affairs and Licensing and the Director of Revenue are hereby directed to issue all necessary permits, waive on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Inspiration Corporation doing business as The Living Room Cafe, a not-for-profit corporation, for permits related to the erection and maintenance of buildings and fuel storage facilities at 805 East 64th Street, Chicago, Illinois 60637.

Said buildings and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the applicable provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be so constructed and maintained that they shall comply in all respects with the requirements of the applicable provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Inspiration Corporation doing business as The Living Room Cafe, a not-for-profit Illinois corporation located at 805 East 64th Street, engaged in cultural, educational and charitable activities, shall be exempt from the payment of City license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Inspiration Corporation doing business as The Living Room Cafe shall be entitled to a refund of City fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond June 5, 2015.

Living Hope Church

(O2013-[illegible])

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Business Affairs and Consumer Protection and the Director of Revenue are hereby directed to issue all necessary permits, excluding the water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Living Hope Church, a not-for-profit, for all activities related to the erection and maintenance of buildings and fuel storage facilities at 6414 South Cottage Grove Avenue, Chicago, Illinois 60637.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago. Said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the applicable provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Living Hope Church, a not-for-profit Illinois corporation, located at 6414 South Cottage Grove Avenue, engaged in cultural, educational, community services and related activities, shall be exempted from the payment of City license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Living Hope Church shall be entitled to a refund of all City fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond May 15, 2015.

PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four orders authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders 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) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

Regular Orders
(Each Amount Not To Exceed $1,000.00)

[O2013-4811]

Ordered, That the City Comptroller is authorized and directed to issue payments, each in an amount not to exceed $1,000.00, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and of the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims is set opposite the names of the injured members of the Police Department and of the Fire Department, and payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937, 610-57-4415-0937, 740-57-4415-0937, 100-59-2005-0937, 610-59-4415-0937 and 740-59-4415-0937.

(Regular orders printed on pages 57695 through 57749 of this *Journal*.)

Regular Orders
(All Amounts)

[O2013-4940]

Ordered, That the City Comptroller is authorized and directed to issue payments in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and of the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and of the Fire Department, and payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937, 610-57-4415-0937, 740-57-4415-0937, 100-59-2005-0937, 610-59-4415-0937 and 740-59-4415-0937.

(Regular orders printed on pages 57750 through 57817 of this *Journal*.)

City Of Chicago

Police & Fire Regular Orders

Insured Name: City Of Chicago Fire

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City Of Chicago

Police & Fire Regular Orders

Injured Name: City Of Chicago Fire

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Third Party Orders
Each Amount Not To Exceed $1,000.00.

[Or2010-492]

Ordered, That the City Comptroller is authorized and directed to issue payments, in a total amount not to exceed $[illegible], in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or the Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter recover from such third party on account of such injury or medical expenses, not to exceed the expenditure in accordance with Opinion Number 1422 of the Corporation Counsel of said City dated March 12, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or the Fire Department and the payments are to be drawn on Account of the present amounts and charged to the following Account Numbers: [illegible] and [illegible].

(Third party orders printed on pages 57814 through 57817 of this Journal.)

Third Party Orders
All Amounts.

[Or2010-493]

Ordered, That the City Comptroller is authorized and directed to issue payments, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in

Continued on page 57818

City Of Chicago

Police & Fire Third-Party Orders

Insured Name: City Of Chicago Fire

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Insured Name: City Of Chicago Police

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[illegible] [illegible]
[illegible] [illegible]

[illegible] [illegible]
[illegible] [illegible]

(Continued from page 57813)

and agrees with the City of Chicago to the effect that should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from any party, entity whatsoever, or having a cause of action against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or the Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury and medical expenses, in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 12, 1938. The payment of any of these bills shall not be construed as approval of any previous or subsequent claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the aforesaid members of the Police Department and/or the Fire Department, and the payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937, [illegible] 57-4415-0937, [illegible] 57-4415-0937, 100-59-2005-0937, [illegible] 59-4415-0937 and [illegible] 59-4415-0937.

[Third party claims list printed on pages 57819 through 57831 of this Journal.]

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[O2013-4492]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the

(Continued on page 57832)

City Of Chicago

Police & Fire Third-Party Orders

Issue Date	Claimant	Rank	Assigned Unit	Payee	Total Paid
Insured Name: City Of Chicago Police					
[illegible]	[illegible]			City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] Michael J	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Sanchez Richard A	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	STEPHAN SCOTT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	STEPHAN SCOTT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] DAVID	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]			City Of Chicago Police	[illegible]
[illegible]	[illegible]			City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]

(Continued from page 57618)

payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amount set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, as follows:

[List of claimants printed on page 57623 of this Journal.]

[illegible]

Journal Report for City Council GL Claims

[illegible]

PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

[Or2013-491]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee with no dissenting vote.

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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-4415-0806-3525:

[List of claimants printed on pages 57825 through [illegible] of this Journal.]

[illegible]

PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

[Or2013-497]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee with no dissenting vote.

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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number [illegible].

[List of claimants printed on pages [illegible] through [illegible] of this Journal.]

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT TO THE MENTAL HEALTH ASSOCIATION OF GREATER CHICAGO.

[Or2013-495]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the issuance of a City of Chicago charitable solicitation (tag day) permit to the Mental Health Association of Greater Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, 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 Committee on Finance is hereby authorized and directed to issue a charitable solicitation (tag day) permit to the following organization:

A. The Mental Health Association of Greater Chicago
August 16 -- 18, 2013
August 23 -- 25, 2013
September 6 -- 8, 2013 -- Citywide.

This order shall take effect and be in force from and after its passage.

SUNDRY -- CLAIMS FOR VARIOUS REFUNDS.

[CL2013-1779]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, Sundry Claims Division, to which were referred on September 8, 2011 and on subsequent dates sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was Concurred In by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

[List of claimants printed on page [illegible] of this Journal.]

City Of Chicago

Denied Claims by Claim Name

[illegible]

Claimant Name	Introduced to City Council
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF MAY 2013.

[F2013-42]

The Committee on Finance submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of cases in which judgments or settlements were entered into for the month of May 2013, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases submitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and settlements was *Placed on File*.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

REAPPOINTMENT OF JAMIE L. RHEE AS CHIEF PROCUREMENT OFFICER.

[A2013-57]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report recommending the reappointment of Jaime L. Rhee as Chief Procurement Officer for a four-year, such term to commence upon approval of this reappointment, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the reappointment 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 committee's recommendation was *Concurred In* and the said reappointment of Jaime L. Rhee as Chief Procurement Officer was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

AMENDMENT OF YEAR 2013 ANNUAL APPROPRIATION ORDINANCE AND ASSOCIATED INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PUBLIC SCHOOLS CONCERNING SUMMER EMPLOYMENT PROGRAM FOR STUDENTS.

[O2013-5362]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Public Schools and an amendment to the 2013 Annual Appropriation Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the 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, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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 Annual Appropriation Ordinance for fiscal year 2013 is hereby amended by striking the words and figures indicated and by inserting the words and figures indicated in Exhibit A attached hereto.

SECTION 2. The Budget Director and the Commissioner of Family and Support Services, or both of their respective designees, are authorized to jointly enter into an intergovernmental agreement with the Chicago Public Schools concerning a summer employment program for students, and are further authorized to execute such documents, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such intergovernmental agreement.

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

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

Exhibit "A".

Amendment To 2013 Budget Appropriations.

0100 -- Corporate Fund

		Strike		Add	
Page Code	Department And Item	Number	Amount	Number	Amount
18	Sale of Land and Buildings		$ 5,000,000		$ 6,306,000
19	Intergovernmental Funds		41,691,000		42,462,000
	Total appropriable revenue		$2,982,805,000		$2,984,882,000
	Total appropriable for charges and expenditures		$3,159,805,000		$3,161,882,000

Amendment To 2013 Annual Appropriation Ordinance.

0100 -- Corporate Fund

		Strike		Add	
Code	Department And Item	Number	Amount	Number	Amount
	38 -- Department of Fleet and Facility Management Bureau of Facility Management -- 2126				
.0125	Office and Building Services		$16,510,148		$16,336,398
	Facilities Management -- 3101				
	Custodial Services -- 4102				
4223	Custodial Worker		13,900H		12.50H

0100 -- Corporate Fund

		Strike		Add	
Code	Department And Item	Number	Amount	Number	Amount
	99 -- Finance General				
.0160	Repair or Maintenance of Property				$1,306,000
.9220	CPS Summer Jobs				771,000

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF 2013 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2013-5355]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 2013.

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 2013 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, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 2013 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional federal grant funds in the amount of $144,000 by the Chicago Public Schools which shall be used for the Community Transformation Program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of $10,000 by the Illinois Department of Public Health which shall be used for the Dental Sealant Program; and

WHEREAS, The City through its Department of Transportation ("CDOT") has been awarded additional state grant funds in the amount of $1,000,000 from the Illinois Department of Transportation which shall be used for the Illinois Jobs Now Program; now, therefore,

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

SECTION 1. The sum of $1,154,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 -- Grant Funds for the year 2013. 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:

[illegible]

Amendment To The 2013 Appropriation Ordinance

[illegible]

AMENDMENT OF YEAR XXXIX COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE.

[O2013-5370]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 2013.

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 the Year XXXIX Community Development Block Grant Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council on November 15, 2012 for the 2013 fiscal year, the City Council authorized the projected use of Community Development Block Grant entitlement funds for Year XXXIX (the "Year XXXIX CDBG Ordinance"); and

WHEREAS, Pursuant to the Year XXXIX CDBG Ordinance, the reprogramming of funds is subject to review and approval by the City Council; and

WHEREAS, The Office of Budget and Management seeks to increase the Year XXXIX award by $5,554,686 that has become available from the U.S. Department of Housing and Urban Development and decrease salvage by the same amount; and

WHEREAS, The City desires to amend the Year XXXIX CDBG Ordinance to account for the above-described funding reallocations; now, therefore,

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

SECTION 1. The Year XXXIX CDBG Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

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

Exhibit "A".

Amendment To Community Development Block Grant.

	Strike Amount	Add Amount
Appropriation Ordinance		
Community Development Block Grant	$81,591,000	$81,591,000
Community Development Block Grant Entitlement	68,280,000	73,834,686
Allocation of Unspent CDBG Funds From Prior Years	10,511,500	4,956,814
TOTAL ESTIMATES:	$81,591,000	$81,591,000

TRANSFER OF FUNDS WITHIN COMMITTEE ON HUMAN RELATIONS.

[O2013-5961]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 2013.

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 transfer of funds within the City Council Committee on Human Relations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2013. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2013 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personnel Services	100	15/2286	0000	$16,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
Commodities and Materials	100	15/2286	0300	$16,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations in the City Council Committee on Human Relations during the year 2013.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

INTERGOVERNMENTAL AGREEMENT WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR ENGINEERING STUDY REGARDING FLOOD PREVENTION.

[O2013-6018]

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration an ordinance introduced by Alderman Laurino to enter into an intergovernmental agreement with the Water Reclamation Board to undergo a geotechnical feasibility study regarding flood prevention, begs to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 24, 2013, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice-Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District"); and

WHEREAS, On November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the "Act"); and

WHEREAS, The Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, "Stormwater management" as defined in the Act (and codified at 70 ILCS 2605/7h(a)) means the management of floods and floodwaters; and

WHEREAS, The Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, The Act provides that stormwater management in a municipality with a population over one million will be conducted by that municipality, or by the District subject to an intergovernmental agreement between the District and that municipality; and

WHEREAS, The City has a population greater than one million people; and

WHEREAS, On December 13, 2006, the City Council of the City adopted the "Chicago Stormwater Management Ordinance", codified as Chapter 11-18 of the Municipal Code of Chicago (the "City Ordinance"); and

WHEREAS, Pursuant to Section 11-18-110 of the City Ordinance and other provisions of the Municipal Code of Chicago, the Commissioner of the City's Department of Water Management has issued regulations for sewer construction and stormwater management; and

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental corporation; and

WHEREAS, On October 6, 2009, the City and the District entered into an intergovernmental agreement ("Stormwater IGA") regarding stormwater management within the corporate limits of the City; and

WHEREAS, Pursuant to the Stormwater IGA, the District and City agreed to work together on identifying and prioritizing stormwater management problems within the corporate limits of the City; and

WHEREAS, Pursuant to the Stormwater IGA, the District and the City further agreed to work together on identifying potential projects to address stormwater management problems within the corporate limits of the City and to perform feasibility studies as may be necessary for such potential projects; and

WHEREAS, The neighborhood of Albany Park is located within the corporate limits of the City; and

WHEREAS, The North Branch of the Chicago River (the "NBCR") bisects the Albany Park neighborhood on its way to flowing into the Chicago River and a low-lying area near the NBCR is prone to flooding; and

WHEREAS, During a major rainfall event on September 13 and 14, 2008 the NBCR overtopped its banks and caused significant flooding in the Albany Park neighborhood; and

WHEREAS, The City's Department of Transportation ("CDOT") responded by placing sandbags along the shore as a temporary measure against flooding, but recommends that a diversion tunnel be constructed 100 feet below grade (roughly following the right-of-way of Foster Avenue), to take the excess waters during a potential flood and divert them directly into the Chicago River, thereby bypassing the Albany Park neighborhood and reducing the potential for flooding; and

WHEREAS, The City previously commissioned MWH Americas, Inc. ("MWH") to perform a pre-feasibility evaluation for the proposed diversion tunnel; and

WHEREAS, The City will direct MWH to continue its evaluation of the proposed diversion tunnel by performing an engineering study (the "Engineering Study") to confirm the feasibility of a diversion tunnel in the soft ground (the "Project"); and

WHEREAS, The City has received a proposal from MWH to perform the Engineering Study for an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000); and

WHEREAS, Upon the terms and conditions herein, the District will contribute up to, and no more than, One Hundred Twenty-five Thousand Dollars ($125,000) for the Engineering Study, as defined in the "Scope of Work", attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, The remainder of the cost of the Engineering Study will be funded by the City using certain proceeds from the issuance of its $388,001,650 General Obligation Bonds, Project and Refunding, Series 2008C (the "Bonds") on January 28, 2009, as authorized by an ordinance by the City Council of the City (the "City Council") as adopted and published on November 5, 2008 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal of the Proceedings*") at pages 42736 to 42769; and

WHEREAS, The District has full power to pass all necessary ordinances, orders, rules, resolutions and regulations for the proper management and conduct of the business of the District and for carrying into effect the object for which it was formed. It is the policy of the State that all powers granted, either expressly or by necessary implication by the District's enabling legislation or any other Illinois Statute, to the District may be exercised by the District under 70 ILCS 2605/4; and

WHEREAS, The City and District have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement") in order to memorialize their respective roles in such an effort; 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 Commissioner of CDOT (the "Commissioner") is authorized to execute the Agreement, and such other documents as are necessary, between the City and MWRDGC, subject to the approval of the Corporation Counsel of the City as to form and legality.

Exhibits "A" and 1 referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement
Between
The Metropolitan Water Reclamation District Of Greater Chicago
And
The City Of Chicago, Illinois, Department Of Transportation.

This intergovernmental agreement (hereinafter "Agreement") is entered into this _________, 201_, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter "District") and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, (hereinafter "City"), acting through its Department of Transportation ("DOT").

Witnesseth, That:

Whereas, On November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the "Act"); and

Whereas, The Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

Whereas, "Stormwater management" as defined in the Act (and codified at 70 ILCS 2605/7h(a)) means the management of floods and floodwaters; and

Whereas, The Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

Whereas, The Act provides that stormwater management in a municipality with a population over one million will be conducted by that municipality, or by the District subject to an intergovernmental agreement between the District and that municipality; and

Whereas, The City has a population greater than one million people; and

Whereas, On December 13, 2006, the City Council of the City (the "City Council") adopted the "Chicago Stormwater Management Ordinance", codified as Chapter 11-18 of the Municipal Code of Chicago (the "City Ordinance"); and

Whereas, Pursuant to Section 11-18-110 of the City Ordinance and other provisions of the Municipal Code of Chicago, the Commissioner of the City's Department of Water Management has issued regulations for sewer construction and stormwater management; and

Whereas, The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental corporation; and

Whereas, On October 6, 2009, the City and the District entered into an intergovernmental agreement ("Stormwater IGA") regarding stormwater management within the corporate limits of the City; and

Whereas, Pursuant to the Stormwater IGA, the District and City agreed to work together on identifying and prioritizing stormwater management problems within the corporate limits of the City; and

Whereas, Pursuant to the Stormwater IGA, the District and the City further agreed to work together on identifying potential projects to address stormwater management problems within the corporate limits of the City and to perform feasibility studies as may be necessary for such potential projects; and

Whereas, The neighborhood of Albany Park is located within the corporate limits of the City; and

Whereas, The North Branch of the Chicago River (the "NBCR") bisects the Albany Park neighborhood, and a low-lying area within that neighborhood is prone to overbank flooding; and

Whereas, During a major rainfall event on September 13 and 14, 2008, the NBCR overtopped its banks and caused significant flooding in the Albany Park neighborhood; and

Whereas, DOT responded by placing sandbags along the shore as a temporary measure against flooding, but recommends that a diversion tunnel be constructed (roughly following the right-of-way of Foster Avenue), to take the excess waters during a potential flood and divert them directly into the Chicago River, thereby bypassing the Albany Park neighborhood and reducing the potential for flooding; and

Whereas, The City previously commissioned MWH Americas, Inc. ("MWH") to perform a pre-feasibility evaluation for the proposed diversion tunnel; and

Whereas, The City has asked MWH to continue its evaluation of the proposed diversion tunnel by performing an engineering study (the "Engineering Study") to confirm the feasibility of a diversion tunnel in the soil ground (the "Project"); and

Whereas, The City has received a proposal from MWH to perform the Engineering Study for an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000); and

Whereas, On December 6, 2012, the District's Board of Commissioners authorized the District to contribute up to and no more than One Hundred Twenty-five Thousand Dollars ($125,000) for the Engineering Study; and

Whereas, Pursuant to that authority, and upon the terms and conditions herein, the District will contribute up to and no more than One Hundred Twenty-five Thousand Dollars ($125,000) for the Engineering Study, as defined in the "Scope of Work" attached hereto as Exhibit 1 and made a part hereof; and

Whereas, The remainder of the cost of the Engineering Study will be funded by the City using certain proceeds from the issuance of its $448,001,430 General Obligation Bonds, Project and Refunding, Series 2009C (the "Bonds") on January 28, 2010, as authorized by an ordinance of the City Council as adopted and published on November 18, 2009 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of the Proceedings*") at pages 74735 to 74779; and

Whereas, On   , the City Council adopted an ordinance published in the *Journal of the Proceedings* for said date at pages   to   , which, among other things, authorized the execution of this Agreement; and as reported in the Regular Board Meeting Minutes of the Board of Commissioners of the District dated December 6, 2012, the District is authorized to enter into this Agreement;

Now, Therefore, It is agreed as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

Scope Of The Engineering Study.

The scope of the Engineering Study is set forth in the "Scope of Work" attached hereto as

Exhibit 1. Pursuant to that Scope of Work, MWH will perform subsurface investigations and studies that are required to determine whether a diversion tunnel in the soil material is technically feasible. Based on its findings, MWH will prepare a Technical Memorandum as defined in the attached Scope of Work and an Opinion of Probable Construction Cost consistent with the Association for the Advancement of Cost Engineering's ("AACE") International Class III criteria. The City shall provide the District with copies (including draft and final) of MWH's Technical Memorandum and its AACE Class III Opinion of Probable Construction Cost for the District's review and comment.

The sole intent and purpose of this Agreement is to provide parameters for the funding of the above-mentioned Engineering Study. Nothing in this Agreement shall be construed as binding the parties to adopt any of the findings, conclusions or recommendations of that study or any others. Additionally, nothing in this Agreement shall be construed as creating an obligation on either party to take any action related to the findings, conclusions or recommendations of the Engineering Study or related to the proposed diversion tunnel.

Article Three

Term

The Term of this Agreement shall commence on the date that the last signature is affixed hereto and shall expire upon: (1) the written agreement of the parties hereto; or (2) the District's review of and comment on the final versions of MWH's Technical Memorandum as defined in the attached Scope of Work and its AACE Class III Opinion of Probable Construction Cost.

Article Four

Consent

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Five

Funding

Within fourteen (14) days of the execution of this Agreement, the District shall transfer to the City a lump sum in the amount of One Hundred Twenty-five Thousand Dollars ($125,000) to be used exclusively for the funding of the Engineering Study to be performed by MWH.

The City will require MWH to provide monthly progress reports on the Engineering Study. Prior to paying any invoice related to the Engineering Study, the City shall submit a copy of said invoice to the District for review. If the District disapproves of any charges on an invoice, the City shall contest those charges pursuant to the dispute resolution procedures set forth in its Professional Services Agreement with MWH.

If MWH completes the Engineering Study for an amount less than Two Hundred Fifty Thousand Dollars ($250,000), then within thirty (30) days following the completion of the Engineering Study, the City must refund to the District half of the difference between the proposed $250,000 and the actual cost of the Engineering Study.

Article Six.

Termination By The City.

At any time prior to the completion of this Agreement, the City may, upon providing notice to the District in the manner provided in Article Ten below, terminate this Agreement as it pertains to the above Engineering Study. If the City elects to terminate this Agreement because the City and the District mutually agree that the Engineering Study is not economically or technically feasible, then within thirty (30) days following its termination, the City shall refund to the District half of the difference between the proposed $250,000 cost of the Engineering Study and the actual cost of the work performed on the Engineering Study up to the time of termination. If the City elects to terminate this Agreement for any reason other than economic or technical feasibility, then within thirty (30) days following its termination, the City shall refund to the District the sum of One Hundred Twenty-five Thousand Dollars ($125,000).

Article Seven.

Termination By The District.

In the event MWH fails to commence its performance of the Engineering Study by July 1, 2013, the District may at its option elect to terminate this Agreement. If the District elects to terminate this Agreement as a result of MWH's failure to commence its performance of the Engineering Study, then the City shall refund to the District a sum of One Hundred Twenty-five Thousand Dollars ($125,000) within thirty (30) days following receipt of the District's notice of termination.

In the event MWH fails to complete its performance of the Engineering Study by December 31, 2013, the District may at its option elect to terminate this Agreement. If the

District elects to terminate this Agreement as a result of MWH's failure to complete its performance of the Engineering Study, then within thirty (30) days following receipt of the District's notice of termination, the City shall refund to the District half of the difference between the projected Two Hundred Fifty Thousand Dollars ($250,000) cost of the Engineering Study and the actual cost of the work performed on the Engineering Study up to the time of termination.

Article Eight.

Permits And Easements.

Nothing in this Agreement shall be construed to require or oblige the District to procure or provide funding for any of the federal, state or local permits or easements that may be necessary for or in any way related to the Engineering Study.

Article Nine.

Indemnity.

(a) The City must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) MWH's failure to perform its contractual obligations with respect to the Engineering Study, including MWH's failure to perform its obligations to any subcontractor;

(iv) injuries to or death of any employee of MWH or any subcontractor under any workers compensation statute.

(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 MWH's breach of any contract related to the Engineering Study or MWH's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees arising out of or as a consequence of the performance of the Engineering Study.

(c) At the District General Counsel's option, the City must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the District has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the City of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the District's General Counsel, if the settlement requires any action on the part of the District.

(d) To the extent permissible by law, the City waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of MWH 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 Corp.*, 146 Ill. 2d 155 (1991)). The District, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act or any other statute or judicial decision.

(e) The indemnities in this section survive the expiration or termination of this Agreement.

Article Ten.

Notice.

Notice to District shall be addressed to:

Director of Engineering
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Fax: (312) 751-7905

and

General Counsel
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-6565

Notice to the City shall be addressed to:

Commissioner
City of Chicago
Department of Transportation
30 North LaSalle Street, Suite 1100
Chicago, Illinois 60602

and

Corporation Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Phone: (312) 744-0200

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

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Eleven.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the District and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Twelve

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Thirteen

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Fourteen

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Article Fifteen

Shakman Provisions.

Shakman Provisions. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

c. You are aware that City policy prohibits City employees from directing any individual to apply for a position with You, either as an employee or as a subcontractor, and from directing You to hire an individual as an employee or as a subcontractor. Accordingly, You must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by You under this Agreement are employees or subcontractors of You, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by You.

d. You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

e. In the event of any communication to You by a City employee or City official in violation of paragraph c above, or advocating a violation of paragraph d above, You will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

Article [illegible]

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article [illegible]

Entire Agreement

This Agreement constitutes the entire agreement between the parties.

Article Eighteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on ____________, 20__. Execution of this Agreement by the District is authorized by ____________, 20__. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Nineteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Twenty.

[illegible]

Nothing contained in this Agreement, nor any act of the City or the District, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the District.

Article Twenty-one.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Twenty-Two

No Personal Liability

No official, member, officer, employee or agent of the City or the District shall be individually or personally liable in connection with this Agreement.

Article Twenty-Three

No Waiver

Either party's failure to require strict performance by the other party of any provisions of this Agreement will not waive or diminish that party's right to demand strict compliance with that or any other provision of this Agreement or such provision as they arise from time. Any waiver of any terms of this Agreement must be in writing and shall not diminish the future enforceability of the Agreement.

Article Twenty-Four

Representatives

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact:

For The District

Director of Engineering
Metropolitan Water Reclamation
  District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-5600
Fax: (312) 751-5681

For The City

Commissioner
City of Chicago
  Department of Transportation
30 North LaSalle Street
Chicago, Illinois 60602
Phone: (312)
Fax: (312)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, The Metropolitan Water Reclamation District of Greater Chicago and City of Chicago, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers, duly attested and their seals hereto affixed this IGA, which shall become effective upon the date it is signed by both parties.

City of Chicago

By: ______________________________

Name: ______________________________
Commissioner of the
Department of Transportation

Attest:

By: ______________________________

Name: ______________________________
Clerk

Metropolitan Water Reclamation District
of Greater Chicago

By: ______________________________

Name: ______________________________
Chairman of the
Committee on Finance

By: ______________________________

Name: ______________________________
Executive Director

Attest:

By: ______________________________
Clerk

Approved as to Engineering:

____

Name: ______________________________
Assistant Director of
Engineering

____

Name: ______________________________
Director of Engineering

Approved as to Form and Legality:

____

Name: ______________________________
Head Assistant Attorney

____

Name: ______________________________
General Counsel

Exhibit 1 referred to in this Intergovernmental Agreement with Metropolitan Water Reclamation District of Greater Chicago constitutes Exhibit 1 to ordinance and reads as follows:

Exhibit 1.
(To Ordinance)

Scope Of Work And Schedule.

Albany Park Stormwater Diversion Tunnel -- Geotechnical Investigation
Chicago Department Of Transportation.

Background.

MWH previously developed a conceptual level design of an 18-foot-diameter tunnel for the Albany Park Stormwater Diversion Tunnel Project. The design included two potential tunnel profile alternatives: one in the unconsolidated overburden material and one in the underlying rock formation. The conceptual design was based on both available subsurface information and record drawings from the TARP-North Branch of Chicago River and MWRD interceptor projects. MWH examined the feasibility of constructing the 18-foot diameter tunnel in both overburden material and rock formations. A review of available geotechnical records indicated that such a tunnel in overburden material would be significantly more expensive than a comparable tunnel in rock, and would result in undesirable clearances with respect to the existing infrastructures. As a result, the overburden tunnel was not considered a viable alternative, and no Opinion of Probable Construction Cost (OPCC) for this alternative was developed. However, based on the available geotechnical and utility information, it was concluded that the rock tunnel alternative would be a viable option, and an OPCC was prepared accordingly based on the Association for the Advancement of Cost Engineering (AACE) Industry Standards for a Class 4 estimate (ANSI Standard Reference Z94.2-1989 Budget Estimate).

Due to the limited subsurface information, potential construction risks, and lack of information regarding utilities along the tunnel alignment, CDOT has requested that MWH define and conduct a site-specific subsurface geotechnical and environmental investigation program to reexamine the overburden tunnel option and its associated construction costs. The Scope of Work presented below describes the elements proposed for a site-specific subsurface geotechnical/environmental investigation based on general practice in the tunneling industry for the design of an overburden tunnel and preparation of an associated OPCC. In addition, the investigation scope is prepared to allow for refining the rock tunnel alternative option and its cost, if eventually deemed necessary. It will be significantly less costly to extend the boreholes in the rock as part of this effort as opposed to remobilizing and drilling for additional boreholes to design the rock tunnel if the soft ground tunnel is found to be less viable and/or cost prohibitive.

Scope Of Work.

MWH will perform the tasks described below as the basis for completion of subsurface investigations and studies required to more accurately identify the subsurface conditions and associated construction risks, with the overall aim of producing an updated AACE Class 3 overburden tunnel construction cost estimate:

Task 1 -- Kick-Off Meeting.

Two technical members of the MWH project team will meet with the Chicago Department of Transportation (CDOT) to discuss the project, the proposed schedule for the field investigations, required coordination activities, and procedures for communication, data exchange, and invoicing.

Task 2 -- Review Of Available Subsurface And Utility Data.

MWH will review subsurface data and record drawings provided by the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago (MWRD) as the basis for determining the location and requirements for new subsurface borings along the anticipated stormwater tunnel alignment. Data expected to be available for review includes record drawings and previous subsurface boring data from the North Branch Leg of TARP, the MWRD Mainstream TARP Tunnel near Foster Avenue, the MWRD North Side Number 4 and Number 5 Interceptor Sewers located along the North Branch of the Chicago River. It is assumed that CDOT will coordinate with the Chicago Department of Water Management to provide MWH with available data pertaining to City of Chicago water and sewer infrastructure along the alignment of the proposed tunnel.

Task 3 -- Preparation Of The Investigation Program.

MWH will draw upon prior analyses and information reviewed under Task 2 to prepare a detailed subsurface geotechnical and environmental investigation program for drilling and testing to characterize subsurface conditions along the route of the proposed Albany Park Stormwater Tunnel. Conditions to be characterized include thickness and consistency of the overburden soil layers, soil and rock properties, aquifers and groundwater condition, groundwater fluctuations and yields, potential ground and groundwater contamination, potential presence of cobbles and boulders, presence of water bearing zones. It is expected that the program will include the following overall activities:

3.1 Locate the boreholes and secure permits from the City and other agencies for borehole drilling.

3.2 Drill a total of up to 5 boreholes through the overburden and into the rock to a depth of approximately 150 feet below ground surface (bgs) along the 5,700-foot tunnel alignment. It is assumed that one hole will be at location of each of the proposed shafts (starting shaft, ending shaft, intermediate shaft) and one will be adjacent to the MWRD interceptor to investigate conditions near this critical crossing.

3.3 Drilling of holes up to 350 feet in overburden sampling at 5 feet intervals and coring 250 feet in rock [illegible] casing.

3.4 Perform a series of geotechnical field testing including standard penetration testing on soil with 5 foot intervals (ASTM D1586 and [illegible]), permeability testing [illegible] rock coring with Rock Quality Designation (RQD) and water pressure testing.

3.5 Perform environmental and gas screening of the holes for volatile [illegible] and gases.

3.6 Collect soil and groundwater samples and test for disposal characteristics parameters for [illegible].

3.7 Collect soil and water samples to perform chlorides, sulphates, pH, total dissolved solids in water only.

3.8 Collect and perform geotechnical soil and rock samples for laboratory testing including moisture content (ASTM D 2216), grain size (ASTM D 422), Atterberg limits (ASTM D 4318), unconfined compressive strength on soil samples (ASTM D 2166) and unconfined strength on rock (ASTM D 2938), Splitting Tensile Strength of Rock (ASTM D 3967) and point load test on rock samples (ASTM D5731).

3.9 Convert holes to standpipe piezometer in overburden material or open hole piezometer in rock and perform pumping tests in the rock for yield.

3.10 Provide Geotechnical Data Report (GDR) including boring logs, results of field and laboratory testing, survey location of boreholes, and analytical test results.

MWH will document the proposed program in a technical memorandum for review by CDOT. No [illegible] is anticipated to be required for the performance of the proposed program. Should MWH determine that any type of additional permit or authorization is required, MWH will notify CDOT [illegible] so that [illegible] approach can be developed and appropriate budget allocated for any additional effort.

Task 4 – Solicit Proposals for Geotechnical Investigation Program

MWH will prepare a request for proposal document as the basis for soliciting proposals for the program defined under Task 3. MWH will [illegible] to solicit proposals from qualified MBE or WBE firms so as to comply with goals established for MWH's contract. MWH will [illegible] the bids for the proposed program [illegible] and secure a subcontract with the firm judged to be qualified, responsive and most cost effective. Should MWH determine that no qualified MBE or WBE firms are available to perform the required investigations, MWH will notify CDOT and obtain direction before proceeding with award of a subcontract.

Task 5 -- Geotechnical Field Investigations

MWH will coordinate and monitor the activities of the drilling contractor selected to complete the borings. MWH staff will establish the approximate location for the 5 boreholes, confirm that the drilling subcontractor has requested and obtained Utility clearance in the vicinity of the borings, observe and monitor the drilling program and field testing and sampling, and prepare select samples for laboratory testing. Any laboratory testing will be performed by a subcontractor to MWH. The subcontractor will be responsible for documenting pre-existing conditions in the vicinity of the borings prior to the start of drilling, and for restoring the area back to the pre-investigation conditions following completion of the field activities.

Task 6 -- Investigation Of Potential Subsurface Conflicts

MWH will investigate potential utility conflicts and/or conflicts with foundations of major structures and bridges along the proposed tunnel alignments using the information obtained under Task 2. MWH will also investigate the depth of water in the NBCR and the thickness of soft sediments below the river bed [illegible] along the edge of the NBCR.

Task 7 -- Technical Memorandum

MWH will prepare a draft Technical Memorandum that includes results of subsurface geotechnical and environmental investigations, data analysis, subsurface geotechnical profile along with tunnel profiles and alignment, the tunnel-induced settlement analysis, groundwater inflow to shaft and tunnel analysis, and comments regarding the proposed design/construction phasing and approach. Three (3) copies of the draft memorandum will be submitted to CDOT for review. It is assumed that CDOT will complete its review of the draft technical memorandum within two weeks. Following receipt of CDOT's comments, MWH will work to complete and submit five (5) copies of the final technical memorandum.

Task 8 -- Updated Opinion Of Probable Construction Cost

MWH will prepare a draft AACE Class 3 opinion of probable construction cost (OPCC) for the preferred tunnel option and refine the previously developed AACE Class 3 OPCC for the new tunnel option. Results will be presented as an addendum to the Technical Memorandum presented in Task 7.

Estimated Schedule Of Work

The following Table 1 includes the estimated schedule to complete the proposed subsurface investigations program. The total duration to complete the proposed scope of work is estimated to be 8 months.

Schedule Of Subsurface Table 1 Investigation And Reports.

Milestone	Time To Complete After NTP	Estimated Completion Date
Notice-to-Proceed (NTP)	0 weeks	January 14, 2013
Task 1 -- Kick-Off Meeting	1 week	January 21, 2013
Task 2 -- Compile and Review Available Subsurface Data	3 weeks	February 4, 2013
Task 3 -- Prepare a Detailed Subsurface Investigation and Testing Plan	6 weeks	February 25, 2013
Task 4 -- Prepare RFP and Secure Firm for Drilling and Testing	9 weeks	March 18, 2013
Task 5A -- Locate Holes, Coordinate Permitting, and Observe Drilling and Testing(1)	16 weeks	May 13, 2013
Task 5B -- Mobilization, Drilling and Testing for Task 3 Scope	16 weeks	May 13, 2013
Task 6 -- Investigate Surface and Subsurface Utility/Structure Conflicts	18 weeks	May 20, 2013
Task 7 -- Prepare a Design Technical Memorandum (Draft and Final)	26 weeks	July 15, 2013
Task 8 -- Prepare OPCC for Overburden Tunnel and Refined OPCC for the Rock Tunnel	32 weeks	August 22, 2013

Notes:

(1) A two week duration is assumed for borehole clearance and permitting.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPOINTMENT OF BRENNA BERMAN AS CHIEF INFORMATION OFFICER.

[A2013-81]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on July 16, 2013 to consider the appointment of Brenna Berman as Chief Information Officer which was introduced by Mayor Rahm Emanuel on June 26, 2013, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and said proposed appointment of Brenna Berman as Chief Information Officer was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

COMMITTEE ON HEALTH AND ENVIRONMENTAL PROTECTION.

AMENDMENT OF CHAPTER 2-112 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-112-233 AUTHORIZING HEALTH-RELATED AGREEMENTS WITH PUBLIC HEALTH INSTITUTE OF METROPOLITAN CHICAGO.

[O2013-5300]

The Committee on Health and Environmental Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Health and Environmental Protection, for which a meeting was held on July 23, 2013, and having under consideration an ordinance amending Chapter 2-112 of the Municipal Code by adding new Section 2-112-233 authorizing health-related agreements with the Public Health Institute, 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.

Sincerely,

(Signed) GEORGE A. CÁRDENAS,
Chairman.

On motion of Alderman Cárdenas, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 inserting a new Section 2-112-233, as follows:

2-112-233 Health-Related Agreements Authorized Under The National And Community Services Trust Act.

The Commissioner of Health is authorized to negotiate and execute agreements, with appropriate persons or entities, including, but not limited to, the Public Health Institute of Metropolitan Chicago, in connection with the implementation of programs authorized under the National and Community Services Trust Act of 1993, codified at 42 USC 12651, et seq. Such agreements shall contain terms and conditions that the commissioner deems to be appropriate. The commissioner is authorized 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. If, pursuant to any such agreement, the Department of Health will act as a host site for a national service volunteer, such agreement shall be subject to review and approval by the inspector general, or the inspector general's designee, for compliance with the provisions of the City's hiring plan, as defined in subsection (a) of Section 2-56-035, and related policies and procedures.

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

COMMITTEE ON HOUSING AND REAL ESTATE.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH NATIONAL ITALIAN AMERICAN SPORTS HALL OF FAME, INC. REGARDING PRIOR SALE OF PROPERTY AT 1423 -- 1431 W. TAYLOR ST.

[O2013-5040]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 an agreement and mutual release with the National Italian American Sports Hall of Fame, Inc. regarding a previous land sale at 1473 -- 1433 West Taylor Street (25th 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 unanimous 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance approved by the City Council of the City (the "City Council") on January 14, 1992 and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages [illegible] through [illegible], the City and National Italian American Sports Hall of Fame, Inc., an Illinois not-for-profit corporation ("Developer"), executed that certain Agreement for the Sale and Redevelopment of Land, dated as of August 18, 1992 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 9, 1992 as Document Number [illegible] (the "Agreement"); and

WHEREAS, In accordance with the Agreement, for the sale price of One and no/100 Dollars ($1.00), the City conveyed to the Developer the property commonly known as 1423 -- 1431 West Taylor Street (Permanent Index Numbers 17-17-325-012 and 17-17-325-036), Chicago, Illinois, which is legally described in Exhibit A hereto (the "Property"), pursuant to the City's quitclaim deed dated September 9, 1999 and recorded with the Recorder's Office, on September 9, 1999, as Document Number 99858128 (the "Deed"); and

WHEREAS, The Agreement and the Deed imposed certain covenants running with the land relating to: devoting the Property in accordance with the uses set forth in the Conservation Plan for the Near West Side Conservation Area; limitation upon encumbrances of the Property; commencement and completion of certain improvements on the Property (the "Improvements"); prohibition against transfer of property; and certain nondiscrimination requirements; and

WHEREAS, Pursuant to an ordinance approved by the City Council on January 9, 2008, and published in the *Journal* for such date at pages 18581 through 18607, the City and the Developer have previously entered into that certain "First Amendment to Agreement for the Sale and Redevelopment of Land", dated as of June 18, 2008, and recorded with the Recorder's Office, on October 31, 2008, as Document Number 0830529057 (the "First Amendment"); and

WHEREAS, The First Amendment extended the date by which the Developer was required to complete the construction of the Improvements, as well as amended the description of those Improvements to be consistent with the current designs for the improvements being constructed on the Property; and

WHEREAS, The First Amendment also required the Developer for a period of thirty (30) years following the execution date of the First Amendment to devote the Improvements to museum and exhibition uses, related to honoring distinguished Italian-American athletes and prominent civic leaders (the "30-Year Use Restriction"); and

WHEREAS, In order to facilitate the Developer's continued operation of the museum located on the Property, the City previously agreed to the Developer's proposed conveyance of the Property and Improvements to Taylor & Bishop LLC, an Illinois limited liability company, having its principal offices at 1431 West Taylor Street, Chicago, Illinois 60607 ("T&B LLC"); and

WHEREAS, By warranty deed dated April 30, 2008, and recorded accompanying an Affidavit Regarding Deed dated May 2, 2008, with the Recorder's Office, on May 2, 2008, as Document Number 0812318108, the Developer conveyed the Property to T&B LLC; and

WHEREAS, The Property remains subject to the terms of the Agreement, as amended by the First Amendment (the "Amended Agreement"), and the Deed (the Agreement, the First Amendment and the Deed, the "City Documents"); and

WHEREAS, Section 19.B. of the Agreement ("Section 19.B.") obligated the Developer, or any successor developer, to satisfy certain City of Chicago resident employment requirements, including that at least 50 percent of the total worker hours worked by persons on the construction of the Improvements be performed by actual residents of the City of Chicago (the "Resident Hiring Requirement"); and

WHEREAS, Section 19.C. of the Agreement ("Section 19.C.") set forth the goals that the Developer and any successor developer, during the course of construction of the Improvements expend at least 25 percent and five percent, respectively, of the aggregate hard construction costs for contract participation by minority-owned business enterprises and women-owned business enterprises (collectively, the "M/WBE Contracting Goals"); and

WHEREAS, The Developer has been unable to provide any required compliance documentation with the terms (including Sections 19.B. and 19.C.) of the Agreement; and

WHEREAS, A dispute (the "Dispute") has arisen between the City and the Developer concerning the Developer's meeting the Resident Hiring Requirements and the M/WBE Contracting Goals, and timely completing the Improvements; and

WHEREAS, In lieu of the City's exercising its rights and remedies under the Amended Agreement, the parties have engaged in settlement discussions concerning the Developer's payment of certain sums to the City and the City's termination of the Amended Agreement, release of the Property from encumbrances and restrictions imposed by the City Documents and release of the Developer from all demands actions and claims that the City may have in connection with any of the City Documents (whether now or in the future); and

WHEREAS, In order to avoid litigation, the City and the Developer have agreed to settle the Dispute, subject to the terms and provisions of the settlement agreement attached hereto as Exhibit B (the "Settlement Agreement"); and

WHEREAS, The Developer has represented to the City that it does not have sufficient funds to pay the amounts to become due to the City pursuant to the Settlement Agreement; and

WHEREAS, It is anticipated that Hall of Fame Acquisition Number 2 LLC, a Minnesota limited liability company, will pay the amounts due to the City pursuant to Section 3 of the Settlement Agreement and subsequently take title to the Property and Improvements, although such acquisition is not a requirement of the Settlement Agreement; and

WHEREAS, In order to facilitate the future occupancy of the Improvements, and to avoid the Improvements becoming vacant, as part of the Settlement Agreement, the City is willing to terminate the Amended Agreement, release the Property from any restrictions set forth in the Amended Agreement, including but not limited to the 30-Year Use Restriction, and the Deed and release the Developer from all demands, actions and claims that the City may have in connection with any of the City Documents (whether now or in the future); and

WHEREAS, The City, in light of all the attendant circumstances, has determined it to be in the City's best interest to enter into the Settlement Agreement; 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 City's Department of Housing and Economic Development (the "Commissioner") and a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an agreement in the form of the Settlement Agreement as Exhibit B and such other supporting documents as may be necessary or appropriate to release the Property and the Developer from the Agreement and Amended Land Deed.

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 remaining provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be effective from and after its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description:

Lots 5, 6 and 7 in Gibson's Subdivision of Block 48 in the Canal Trustees' Subdivision of the west half and the east half of the southeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

[illegible] West Taylor Street
Chicago, Illinois 60607

Permanent Index Numbers:

17-17-326-[illegible] and

17-17-326-[illegible]

Exhibit "B".
(To Ordinance)

Settlement Agreement And Mutual Release.

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into on or as of this ____ day of __________, 2012, by and between by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City"), acting by and through its Department of Law, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and National Italian American Sports Hall of Fame, Inc., an Illinois not-for-profit corporation ("Developer"), having its principal offices at 1431 West Taylor Street, Chicago, Illinois 60607 (collectively, the "Parties").

Recitals.

Whereas, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on January 14, 1998 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages [illegible] through [illegible], the City and National Italian American Sports Hall of Fame, Inc., an Illinois not-for-profit corporation ("Developer") have previously entered into that certain "Agreement for the Sale and Redevelopment of Land" dated as of August [illegible], 1998 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") on September 9, 1998 as Document Number [illegible] (the "Agreement"); and

Whereas, In accordance with the Agreement, for the sales price of One and no/100 Dollars ($1.00), the City conveyed to the Developer the property commonly known as 1423 -- 1431 West Taylor Street (P.I.N.s 17-17-275-[illegible] and 17-17-275-[illegible]), Chicago, Illinois, which is legally described in Exhibit A hereto (the "Property"), pursuant to the City's quitclaim deed dated September [illegible], 1998 and recorded with the Recorder's Office on September [illegible], 1998 as Document Number [illegible] (the "Deed"); and

Whereas, The Agreement and the Deed imposed certain covenants running with the land relating to: developing the Property in accordance with the uses set forth in the Conservation Plan for the Near West Side Conservation Area; limitation upon encumbrances of the Property; commencement and completion of improvements on the Property (the "Improvements"); prohibition against transfer of property; and certain nondiscrimination requirements; and

Whereas, Pursuant to an ordinance adopted by the City Council on January [illegible], 2006 and published in the Journal for such date at pages [illegible] through [illegible], the City and the Developer have previously entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land dated as of June 19, 2006 and recorded with the Recorder's Office on October [illegible], 2006 as Document Number [illegible] (the "First Amendment"); and

Whereas, The First Amendment extended the date by which the Developer was required to complete the construction of the Improvements, as well as amended the description of those Improvements to be consistent with the current designs for the improvements being constructed on the Property; and

Whereas, The First Amendment also required the Developer for a period of thirty (30) years following the execution date of the First Amendment to devote the Improvements to museum and exhibition uses, related to honoring distinguished Italian-American athletes and prominent civic leaders (the "30-Year Use Restriction"); and

Whereas, In order to facilitate the Developer's continued operation of the museum located on the Property, the City previously agreed to the Developer's proposed conveyance of the Property and the Improvements to Taylor & Bishop LLC, an Illinois limited liability company, having its principal offices at 1431 West Taylor Street, Chicago, Illinois 60607 ("T&B LLC"); and

Whereas, By warranty deed dated April 30, 2008, and recorded accompanying an Affidavit Regarding Deed dated May 2, 2008, with the Recorder's Office, on May 2, 2008, as Document Number 0812318108, the Developer conveyed the Property to T&B LLC; and

Whereas, The Property remains subject to the terms of the Agreement, as amended by the First Amendment (the "Amended Agreement"), and the Deed (the Agreement, the First Amendment and the Deed, the "City Documents"); and

Whereas, Section 19.B. of the Agreement ("Section 19.B.") obligated the Developer, or any successor developer, to satisfy certain City of Chicago resident employment requirements, including that at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements be performed by actual residents of the City of Chicago (the "Resident Hiring Requirement"); and

Whereas, Section 19.C. of the Agreement ("Section 19.C.") set forth the goals that the Developer and any successor developer, during the course of construction of the Improvements expend at least twenty-five percent (25%) and five percent (5%), respectively, of the aggregate hard construction costs for contract participation by minority-owned business enterprises and women-owned business enterprises (collectively, the "M/WBE Contracting Goals"); and

Whereas, The Developer has been unable to provide any required compliance documentation with the terms (including Sections 19.B. and 19.C.) of the Agreement; and

Whereas, A dispute (the "Dispute") has arisen between the City and the Developer concerning the Developer's meeting the Resident Hiring Requirements and the M/WBE Contracting Goals, and timely completing the Improvements (such completion of the Improvements, the "Improvement Deadlines"); and

Whereas, In lieu of the City's exercising its rights and remedies under the Agreement, as amended by the First Amendment, the parties have engaged in settlement discussions concerning the Developer's payment of certain sums to the City and the City's termination of the Amended Agreement; (iii) release of the Property from encumbrances and restrictions imposed by the Amended Agreement and the Deed; and release of the Developer from all demands, actions and claims that the City may have in connection with any of the City Documents, whether now or in the future; and

Whereas, In order to avoid litigation, the City and the Developer have agreed to settle the Dispute subject to the terms and provisions of this Settlement Agreement; and

Whereas, It is anticipated that Hall of Fame Acquisition Number 2, L.L.C., a Minnesota limited liability company (the "Acquisition Entity") will pay the amount due to the City pursuant to Section 5 of this Settlement Agreement and subsequently take title to the Property, although such a transfer is not a requirement of the Settlement Agreement; and

Whereas, In order to facilitate [illegible] occupancy of the improvements by the Developer and/or one or more third parties, and to avoid the improvements becoming vacant, as part of the Settlement Agreement, the City is willing to terminate the Amended Agreement, release the Property from any encumbrances set forth in the City Documents, including, but not limited to the 10 Year Use Restriction, all pursuant to a recordable release in the form attached hereto as Exhibit 2 (the "Release") to be executed by the Commissioner of the City's Department of Housing and Economic Development or such Commissioner's designee; and

Whereas, The Parties desire to resolve all claims that the Parties have, have asserted, or could have asserted arising from or in any way connected to the Dispute and/or any of the City Documents.

Now, Therefore, In consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Settlement Agreement by reference, and of the mutual promises and covenants set forth herein to be kept and performed by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Information On Compliance With Resident Hiring Requirement And M/WBE Employment Goals; Compliance With Improvement Deadlines.

The Developer represents and warrants that it made good faith efforts to obtain the necessary documentation to meet the Resident Hiring Requirement and M/WBE Contracting Goals and is unable to provide documentation to the City evidencing the Developer's compliance with the Resident Hiring Requirement and M/WBE Contracting Goals. The Developer further represents that it made good faith efforts to comply with the Improvement Deadlines.

2. Avoidance Of Litigation.

The Parties acknowledge and agree that this Settlement Agreement is made to avoid the uncertainty and expense of litigation in resolving the matters involving the Dispute, and to amicably resolve the matters set forth above.

As part of this Settlement Agreement, the City of Chicago shall issue the Release for recording by the Developer at the Developer's expense, and Developer shall simultaneously pay or cause to be paid to the City the Settlement Payment (defined in Section 3 below). The City acknowledges and consents to the Acquiring Entity's rights to acquire the [illegible] of the Property in connection with the Settlement Agreement and agrees that the Acquiring Entity, [illegible] and successors of the Release shall have no liability, restrictions or obligations under any of the City Documents.

3. Settlement Payment.

The Developer shall pay or cause to be paid to the order of the City of Chicago, in immediately available cash or certified funds, concurrent with the Developer's execution of this Settlement Agreement, Three Hundred Seventy-five Thousand Dollars ($375,000) ("Settlement Payment") as damages relating to the Developer's failure to comply with the Resident Hiring Requirement, M/WBE Employment Goals and Improvement Deadlines, and as repayment to the City for a portion of the value of the Property conveyed by the City to the Developer.

4. Mutual Release.

The Developer hereby releases and discharges the City from any and all demands, actions and claims the Developer and its successors in interest may have with respect to the Settlement Payment (as damages relating to the Developer's failure to comply with the Resident Hiring Requirement, M/WBE Employment Goals and Improvement Deadlines).

The City hereby releases and discharges the Developer and its successors in interest from any and all demands, actions and claims that it may have with respect to any of the City Documents, including but not limited to Developer's failure to satisfy the Resident Hiring Requirement, M/WBE Contracting Goals and Improvement Deadlines.

5. No Third Party Beneficiaries.

This Settlement Agreement is entered into solely for the benefit of the Parties hereto and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person, directly or derivatively, in the name of any party.

6. No Assignment.

None of the Parties hereto shall assign, or otherwise transfer this Settlement Agreement or any of their respective rights or obligations under this Settlement Agreement, without the prior written approval of the other party. The Parties represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims or causes of action being released herein.

7. Binding Effect.

This Settlement Agreement and the Release shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and representatives.

Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

8. Governing Law.

The Parties agree that this Settlement Agreement shall be governed by and construed in accordance with the internal laws, but not the conflict of law rules, of the State of Illinois.

9. Legal Authority.

The individuals signing this Settlement Agreement represent and warrant that they are duly authorized to enter into and execute this Settlement Agreement on behalf of the entities on whose behalf they are signing.

10. Advice Of Counsel.

In entering this Settlement Agreement, the Parties represent that they each have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Settlement Agreement have been interpreted and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted.

11. Entire Agreement.

This Settlement Agreement constitutes the entire agreement of the Parties with regard to the settlement of all demands, actions and claims that arose or could have arisen under the Agreement, the First Amendment and/or the Deed. There are no other understandings or agreements between the Parties with respect thereto. This Settlement Agreement may not be modified, interpreted, amended, waived, or revoked orally, but only by a writing signed by all Parties or their attorneys.

12. Notice.

Any written notice given hereunder shall be sent by certified mail, return receipt requested, or messenger delivery as follows:

If To The City:	Deputy Corporation Counsel Real Estate and Land Use Division City of Chicago -- Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602
If To Developer:	National Italian American Sports Hall of Fame, Inc. 1431 West Taylor Street Chicago, Illinois 60607 Attention: ____________________

13. Counterparts.

This Settlement Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Settlement Agreement.

14. Facsimile Signatures.

A facsimile signature shall be considered the equivalent of an original signature.

In Witness Hereof, The Parties have signed this Settlement Agreement as of the day and year first above written.

National Italian American Sports Hall of Fame, Inc., an Illinois not-for-profit corporation	City of Chicago, an Illinois municipal corporation
By: ____________________	By: ____________________ Stephen R. Patton, Corporation Counsel
Name: ____________________	
Its: ____________________	

[(Sub)Exhibit 1 referred to in this Settlement Agreement and Mutual Release constitutes Exhibit "A" to ordinance and printed on page 57878 of this *Journal*.]

(Sub)Exhibit 2 referred to in this Settlement Agreement and Mutual Release reads as follows:

(Sub)Exhibit 2.
(To Settlement Agreement And Mutual Release)

Release Of Deed Restrictions, Covenants And Rights.

The undersigned, being the duly appointed and authorized Commissioner of the Department of Housing and Economic Development ("DHED"), of the City of Chicago (the "City"), a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, does hereby release and terminate the restrictions and covenants imposed by the City, and does hereby release and terminate the right of re-entry and reversion reserved to the City, all as set forth in that certain quitclaim deed dated September 9,1999 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 9, 1999, as Document Number 99858128 (the "City Deed"), relating to the property commonly known as 1423 -- 1431 West Taylor Street, Chicago, Illinois, and legally described in (Sub)Exhibit A attached hereto (the "Property"). The undersigned hereby further releases the National Italian American Sports Hall of Fame, Inc., an Illinois not-for-profit corporation (the "Developer"), and its successors and assigns, from all obligations under that certain Agreement for the Sale and Redevelopment of Land dated August 18, 1998, and recorded with the Recorder's Office on September 9, 1999 as Document Number 99858127, as amended by that certain First Amendment to Agreement for the Sale and Redevelopment of Land dated June 18, 2008 and recorded with the Recorder's Office on October 31, 2008 as Document Number 0830529057 (collectively, the "Amended Agreement") and from all demands, actions and claims (now or in the future) arising out of the Amended Agreement and the City Deed. In addition, the Amended Agreement is hereby terminated.

Notwithstanding the foregoing, the Developer and its successors and assigns shall pay real estate taxes and assessments on the Property or any part thereof when due.

The execution of this Release of Deed Restrictions, Covenants and Rights by the Commissioner of DHED is authorized by Ordinance of the City Council of the City adopted on _______________, 2013.

In Witness Whereof, The undersigned has executed the instrument as of this ____ day of __________, 2013.

City of Chicago, acting by and through its
Department of Housing and Economic
Development

By: ________________________________
Andrew J. Mooney,
Commissioner

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public, in and for the County and State aforesaid, Do Hereby Certify, that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this ________ day of _________________, 2013.

____
Notary Public

[(Sub)Exhibit "A" referred to in this Release of Deed Restrictions, Covenants and Rights constitutes Exhibit "A" to ordinance and printed on page 57878 of this *Journal*.]

USE AGREEMENT WITH PUBLIC GOOD SOFTWARE, INC. FOR CITY-OWNED PROPERTY AT 400 S. STATE ST.

[O2013-5389]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 Fleet and Facility Management authorizing a use agreement with Public Good Software, Inc. for use of a portion of 400 South State Street (4th 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 viva voce 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, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Chicago Public Library are authorized to execute a use agreement with Public Good Software, Inc. ("Lessee") granting Public Good Software, Inc. use of a portion of 400 South State Street, such use agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Use agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall take effect on and after the date of its passage and approval.

Use agreement referred to in this ordinance reads as follows:

Use Agreement No. 20,496.

This Use Agreement ("this Agreement") is made and entered into this ______ day of ______, 2013 (the "Commencement Date") by and between City of Chicago, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "City") and Public Good Software, Inc., an Illinois corporation (hereinafter referred to as "PGS").

Recitals.

Whereas, City is the owner of the Harold Washington Public Library Complex comprised of approximately 756,640 square feet of building space and located at 400 South State Street, Chicago, Illinois (the "Building"); and

Whereas, The Chicago Public Library has identified underutilized space within the Building that could be used for other purposes; and

Whereas, The Chicago Public Library has selected PGS to perform certain services at the the Building as outlined in the Exhibit A attached hereto and made a part hereof (the "Services"); and

Whereas, The Services that will be provided by PGS will be held at the Building and be of benefit to visitors to the Chicago Public Library and staff of the Chicago Public Library; and

Whereas, The use of the Premises by PGS as outlined to PGS will provide an incubator space from which PGS can develop and subsequently relocate to other non-City owned rental space; and

Whereas, City has agreed to allow PGS to use approximately 292 square feet of office space located on the 5th floor of the Building, part of Room 5N-19 (the "Premises"); and

Whereas, The use of the Premises by PGS would not interfere or in any other way impact City's ability to maintain, repair or operate the Building.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

1.1. Grant.

City hereby grants to PGS, the right to use the following described premises located in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately 192 square feet of 2 desk space located on the 5th Floor of 400 South State Street, Chicago, Illinois (part of Permanent Index Numbers [illegible]).

Section 2.

Term.

2.1 Term.

The term of this Agreement ("Term") shall begin on the Commencement Date and shall terminate on December 31, [illegible], unless sooner terminated as set forth in this Agreement.

Section 3.

Rent, Taxes, And Utilities.

3.1 Rent.

PGS shall pay base rent ("Rent") to City for use of the Premises in the amount of:

One and no/100 Dollars ($1.00) for the entire Term, the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 Utilities.

City shall pay for gas, electricity, and water supplied to the Building. PGS shall pay when due all charges for any applicable telephone or other communication services provided to the Premises for PGS's use.

3.3 Taxes.

In the event that leasehold taxes are ever assessed against the Premises as a result of PGS's tenancy, PGS shall pay when due any leasehold taxes, penalties and interest assessed against the PGS's portion of the Premises without reimbursement or contribution from City. PGS acknowledges that leasehold taxes are assessed in arrears in Cook County and that as a result PGS will be responsible for the settlement of all leasehold taxes, penalties and interest assessed or levied on the subject Premises at least one year after PGS vacates.

the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude PGS from contesting any charge or tax levied against the Premises. The failure of PGS to pay such taxes, interest and penalties during the pendency of the contest shall not constitute a default under this Agreement. PGS's tax responsibilities under this section shall survive the expiration, cancellation or termination of this Agreement, but payment thereof is a requirement for contesting such taxes.

SECTION 4.

Covenants Regarding Use Of Premises, Additions And Alterations, Fixtures.

4.1 Covenant Of Quiet Enjoyment.

City covenants and agrees that PGS, upon paying rent and performing the covenants, agreements, and conditions of this Agreement on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises, subject to the provisions of this Agreement, during the Term without hindrance or molestation by City or by any person or persons claiming under City.

4.2 Maintenance.

City shall take reasonable efforts to provide custodial services and to maintain the Building in a neat, clean [illegible]. PGS will contact City regarding any issues with the condition of the Premises or the Building. PGS will immediately notify City regarding any issues with other services provided to the Premises and/or Building by City or its third party contractors.

4.3 City's Right Of Access.

City shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises and for the purposes of monitoring PGS's use of the Premises.

4.4 Use Of The Premises.

PGS shall not use the Premises in a manner that would violate any law. PGS further covenants not to do or suffer any waste or damage any portion of the Premises and/or Building and to comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to office space in relation to PGS's professional business ventures and for the delivery of the Services. All such activities must be provided consistent with PGS's job creation purposes. PGS shall not charge any fees for access to the Premises and shall receive no other payment for such access to the Premises.

4.5 Alterations And Additions.

PGS may not make any alterations, additions, and improvements to the Premises or to the Building.

Section 5.

Assignment, Sublease, And Liens.

5.1 Assignment And Sublease.

PGS shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof.

5.2 PGS's Covenant Against Liens.

PGS shall not cause or permit any lien or encumbrance, whether created by act of PGS, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises or Building. All liens and encumbrances created by PGS shall attach to PGS's interest only. In case of any such lien attaching, PGS shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which PGS appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, PGS shall immediately pay any judgment rendered against PGS, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If PGS fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12 percent per annum.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

PGS shall procure and maintain at all times at PGS's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement from insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all PGS employees, and Employer's Liability coverage with limits of not less than $100,000 each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). City of Chicago, its employees, elected officials, agents and representatives, and City's property manager for the Building are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from this Agreement.

c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, PGS shall provide Comprehensive Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, for bodily injury and property damage.

d) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, PGS shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Liability.

PGS and their contractors and subcontractors shall be responsible for all loss or damage to personal property (including, but not limited to, materials, equipment, tools and supplies), owned, rented or used by PGS or its contractors/subcontractors. PGS shall be responsible for all loss or damage to City-owned property improvements at full replacement cost.

8.2 Other Terms Of Insurance.

PGS shall furnish City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original certificates of insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. PGS shall submit evidence of insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by 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 Agreement requirements. The failure of City to obtain certificates or other insurance evidence from PGS shall not be deemed to be a waiver by City. PGS shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve PGS of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

Any deductibles or self-insured retentions on referenced insurance coverages shall be borne by PGS.

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

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

PGS expressly understands and agrees that any insurance or self insurance programs maintained by City of Chicago shall apply in excess of and not contribute with insurance provided by PGS under this Agreement.

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

City of Chicago, Department of Finance, Office of Risk Management maintains the right to modify, delete, alter or change these requirements.

8.3 Indemnification.

PGS shall indemnify, defend and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages and expenses (including reasonable attorney's fees, expenses and court costs) [illegible] whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from City or PGS by reason of PGS's performance of or failure to perform any of PGS's obligations under this Agreement or PGS's negligent acts or failure to act, or resulting from the acts or failure to act of PGS's contractors, subcontractors, respective officers, directors, agents, employees, invitees, or third parties.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises and/or the Building are damaged or destroyed or a casualty to such extent that PGS cannot continue to occupy or conduct its normal business therein, or if, in PGS's or City's opinion, the Premises and/or Building are rendered untenantable, either City or PGS shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, PGS shall cease operations immediately.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of City of Chicago, nor any member of any board, commission or agency of City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

8.2 Duty To Comply With Governmental Ethics Ordinance.

City and PGS shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by PGS shall be construed to be a tenancy from month to month beginning on January 1, 2014. During any holding over, all other provisions of this Agreement shall remain in full force and effect.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by PGS to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

Chicago Public Library
400 South State Street, Room 1000
Chicago, Illinois 60605

with a copy to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to PGS. All notices, demands, and requests by City to PGS shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to PGS as follows:

Public Good Software, Inc.
4445 North Sacramento Avenue
Chicago, Illinois 60625

or at such other place as PGS may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon PGS by City, or upon City by PGS, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois, without regard to choice of laws.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

10.6 Binding Effect Of Agreement.

The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this Agreement and of each and every provision hereof.

10.8. No Principal/Agent Or Partnership Relationship.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9. Authorization To Execute Agreement.

The parties executing this Agreement hereby represent and warrant that they are the duly authorized and acting representatives of City and PGS respectively, and that by their execution of this Agreement, it became the binding obligation of City and PGS respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10. Termination Of Agreement.

City and PGS shall have the right to terminate this Agreement for any reason by providing each other with thirty (30) days prior written notice at any time after the Commencement Date.

10.11. Force Majeure.

When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12. PGS Default.

PGS must adhere to all provisions of this Agreement. Failure of PGS to adhere to all provisions of this Agreement will result in default. In the event of such default, City will notify PGS in writing as to the circumstances giving rise to such default. Upon notification of such default, PGS must cure such default within ten (10) days. If PGS does not cure such default within ten (10) days, City may cancel this Agreement with ten (10) days written notice.

10.13. No Brokers.

PGS warrants to City that no broker or finder has introduced PGS to the Premises, or assisted PGS in the negotiation of this Agreement, or is dealing with PGS or on PGS's behalf in connection with the Premises or this Agreement. City warrants to PGS that no broker or finder has introduced City to PGS, or assisted City in the negotiation of this Agreement, or or deal with City on City's behalf in connection with the Premises or this Agreement. Any and all payments due from PGS to City under this Agreement shall be made directly to City.

10.14. Amendments.

From time to time, the parties hereto may administratively amend Agreement with respect to any provisions reasonably related to PGS's use of the Premises and/or City's administration of this Agreement; Provided, however, that such Amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and PGS. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

10.15. Existing Furniture.

During the Term of this Agreement, PGS may use any furniture belonging to City and located within the Premises that is not removed by City by the Commencement Date. All furniture shall, however, always remain property of City.

10.16. No Other Rights.

The execution of this Agreement does not give PGS any other right with respect to the Premises and/or Building. Any rights not expressly granted to PGS through this Agreement are reserved exclusively to City. Unless otherwise stated in this Agreement, the execution of this Agreement does not obligate City to undertake any additional duties or services.

10.17. No Construction Against Preparer.

This Agreement shall not be interpreted in favor of either City or PGS. City and PGS acknowledge that both parties participated fully in the drafting of this Agreement.

10.18. Use Of Conference Rooms.

PGS may use any conference rooms within the Building to perform the Services. Such access shall, however, be subject to the approval and convenience of Chicago Public Library staff.

Section 11.

Responsibilities Of PGS.

11.1 PGS Inspection.

PGS has inspected the Premises, the Building, and all related areas and grounds. PGS is satisfied with the physical condition thereof. PGS accepts the Premises and the Building in "as-is" condition.

11.2 Upkeep Of Premises.

PGS shall keep the Premises in clean, orderly, and presentable condition. PGS shall keep the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests. PGS shall be responsible for payment of any extermination services that may be required to resolve any issues that may arise from PGS's failure to maintain the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests.

11.3 Use Of Phone Lines And Data Lines.

Where possible, PGS shall use City's existing phone and data lines for PGS's phone and data lines. If PGS requires additional or new phone or data lines, PGS shall pay for all costs required for such additional or new phone or data lines. PGS shall also be responsible for removal or relocation of any City phone or data lines that may be required for installation of PGS's equipment. In the event that that PGS uses City's phone lines or data lines, PGS shall reimburse the City's cost for such phone lines or data lines.

11.4 Security.

PGS shall secure PGS's property located within the Premises. PGS acknowledges and agrees that City shall not be responsible for any of PGS property, equipment, or records that may be stored within the Premises. PGS shall abide by any security rules that may apply to the Building and/or the Premises.

11.5 Repairs For PGS Negligence, Vandalism, Or Misuse.

PGS shall assume responsibility for any repairs to the Premises and/or Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by PGS's employees, invitees, agents, third parties, clients, contractors, or subcontractors.

11.6 Hazardous Materials.

PGS shall keep out of the Premises materials which cause a fire hazard or safety hazard. PGS shall not store any hazardous materials within the Premises and/or Building.

11.7 Illegal Activity.

PGS shall not do or permit any activities that is injurious to the Premises or Building, is illegal or increases the rate of insurance on the Premises and/or Building.

11.8 No Alcohol Or Illegal Drugs.

PGS agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or Building by PGS's staff, contractors, agents, invitees, or clients.

11.9 Licensing And Permits.

For any activity which PGS desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by PGS prior to using the Premises for such activity. City must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Agreement.

11.10 Full Liability.

PGS assumes full legal and financial responsibility and liability for any use of the Premises by PGS, PGS's staff, PGS's agents, PGS's invitees, PGS's contractors, and PGS's clients entering the Premises or the Building.

11.11 Nondiscrimination.

PGS agrees that PGS shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income in the provision of any services provided by PGS on the Premises. PGS shall not use the Premises for any religious purposes.

11.12 Building Rules.

PGS shall comply with all rules and regulations in place on the Commencement Date or thereafter promulgated in writing by City for the Building.

11.13. City Use Paramount.

PGS affirms that the Building is actively used as the Harold Washington Library Complex. PGS acknowledges that the most important use of the Building is Harold Washington Library Complex. PGS shall refrain from undertaking any activities that interfere with City's use of the Building as determined solely by City. City reserves the right to terminate PGS's use of the Building and the Premises at any time in the event such use interferes with City's use of the Building.

11.14. Nonexclusive.

PGS acknowledges that City may pursue and execute similar Use Agreements with other parties, including but not limited to any of PGS's competitors. In the event that City terminates PGS's access to the Premises, City is under no obligation whatsoever to find alternative locations for PGS's use and City shall not contribute anything whatsoever for PGS's relocation from the Premises in the event of such termination.

11.15. Limited Nonexclusive Rights.

This Agreement is a revocable, nonexclusive and nonpossessory entitlement in favor PGS to enter upon and use the Premises solely for the purposes, terms and conditions stated herein. PGS may not use the Premises for any other purpose or in any other manner without City's prior written consent. This Agreement in no way restricts City's use of the Building, any interest therein, or any improvements thereon, or Licensee's use of the Premises in any manner not inconsistent with this Agreement. This Agreement is not intended to create or convey to Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.

11.16. Economic Disclosure Statement And Affidavit ("EDS") Updates.

Throughout the Term and during any holding over periods, PGS shall provide City with any material updates to the information previously submitted in PGS's Economic Disclosure Statement and Affidavit ("EDS"). City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

11.17. Condition On Surrender.

Upon the termination or cancellation of this Agreement, PGS shall surrender the Premises to City in a comparable or better condition to the condition of the Premises at the beginning of PGS's occupancy. PGS shall remove PGS's personal property and equipment and shall repair any injury or damage to the Premises and/or Building resulting from such removal. If

PGS does not remove PGS's furniture, machinery, trade fixtures and all other items of personal property, City may, at its option, remove the same and deliver them to any other place of business of PGS or warehouse. PGS shall pay the cost of such removal (including the repair for such removal), delivery and warehousing to City on demand, or City may treat such property as being conveyed to City with this Agreement functioning as a bill of sale, without further payment or credit by City to PGS.

ARTICLE 12

PGS Covenants And Representations

12.1 Business Relationships.

PGS 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 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. PGS 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.

12.2 Patriot Act Certification.

PGS represents and warrants that neither PGS 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 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 PGS that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with PGS, and a person or entity shall be deemed is controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition On Certain Contributions -- Mayoral Executive Order No. 2011-4.

PGS agrees that PGS, any person or entity who directly or indirectly has an ownership or beneficial interest in PGS of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, PGS's contractors (i.e., any person or entity in direct contractual privity with PGS 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 (PGS 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 PGS, (ii) while this Agreement or any Other Contract is executory, (iii) during the Term of this Agreement or any Other Contract between PGS and City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order Number 2011-4.

PGS represents and warrants that from the date City approached PGS or the date PGS approached 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.

PGS 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.

PGS agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, PGS agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 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 City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles City to all remedies (including, without including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This section amends any Other Contract and supersedes any inconsistent provision contained therein.

If PGS intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the execution of this Agreement, City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which PGS 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 City Council of 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;

iii. a joint checking account;

iv. a lease for a residence identifying both domestic partners as tenants.

d. 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.

10.4 Waste Ordinance Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, PGS warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, PGS's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of 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 of the City's Department of Fleet and Facility Management. Such breach and default entitles City to all remedies under this Agreement, at law or in equity. This section does not limit PGS's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by City as grounds for the termination of this Agreement, and may further affect PGS's eligibility for future contract awards.

10.5 Failure To Maintain Eligibility To Do Business With City

Failure by PGS 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 City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. PGS shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

10.6 Cooperation With Inspector General And Legislative Inspector General

In accordance with Chapter 2-56-110 et seq. of the Municipal Code, PGS acknowledges that every officer, employee, department and agency of City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Agreement including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. PGS agrees to abide by the provisions of Chapter 2-26-110 et seq.

12.2 Shakman Prohibitions.

a. City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and City Hiring Plan prohibit City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

b. PGS is aware that City policy prohibits City employees from directing any individual to apply for a position with PGS, either as an employee or as a subcontractor, and from directing PGS to hire an individual as an employee or as a subcontractor. Accordingly, PGS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by PGS under this Agreement are employees or subcontractors of PGS, not employees of City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between City and any personnel provided by PGS.

c. PGS will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

d. In the event of any communication to PGS by a City employee or City official in violation of Section 12.2.b above, or advocating a violation of Section 12.2.c above, PGS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. PGS will also cooperate with any inquiries by OIG Hiring Oversight or the Shakman Monitor's Office related to the Agreement.

In Witness Whereof, The Parties have executed Agreement as of the day and year first above written.

City:

City of Chicago,
an Illinois municipal corporation and
home rule unit of government

The Department of Fleet and Facility Management

By: ______________________________
Commissioner

Approved: The Chicago Public Library

By: ______________________________
Commissioner

Approved: The Chicago Public Library
Board of Directors

By: ______________________________
President

Approved as to Form and Legality:

The Department of Law

By: ______________________________
Deputy Corporation Counsel,
Real Estate Division

PGS:

Public Good Software, Inc.,
an Illinois corporation

By: ______________________________

Name: ______________________________

Its: ______________________________

(Sub)Exhibit "A" referred to in this Use Agreement with Public Good Software, Inc. reads as follows:

(Sub)Exhibit "A".
(To Use Agreement With Public Good Software, Inc.)

Services To Be Provided By Public Good Software, Inc.
At 400 S. State St.

PGS shall provide the following services:

1. A weekly blog post answering e-mailed questions about starting a company; this can capture advice PGS commonly gives to people over time.

2. Face-to-face office hours in the Building, including meetings one day/week with 30-minute slots available to the public on those days for a total of two hours of available time each week.

3. Develop a web page or visualization hosted somewhere pointing to Chicago Public Library resources and organizations around Chicago that help entrepreneurs.

4. Develop and implement a public program at the Building that reports back to the community about the experience of incubating a business in the Building.

5. Develop and implement a collaborative design session with Chicago Public Library staff about how to best design the residency model.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred four ordinances from the Department of Housing and Economic Development authorizing the sale of City-owned properties at various locations (3rd, 16th, 24th, 26th and 28th Wards), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

3507 W. Hirsch St.

[O2013-5420]

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, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") 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, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374 (such new program, as amended, the "ANLAP Program"); 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 Alejandro Delgado and Esther Delgado (the "Purchasers"), who have a principal residence of 3511 West Hirsch Street, Chicago, Illinois, 60651; 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 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("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 Two Thousand and no/100 Dollars ($2,000.00). Such deed shall include a covenant obligating the Purchasers to use the ANLAP 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:

Alejandro Delgado and Esther Delgado

Bidder's Address:

2511 West Hirsch Street
Chicago, Illinois

Bid Amount:

$2,027.00

Appraised Value:

$11,000.00

Legal Description (subject to title commitment and survey):

Lot 152 in [illegible] Addition to Chicago in the northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2507 West Hirsch Street
Chicago, Illinois [illegible]

Property Index Number:

16-02-201-027-0000.

4717 South [illegible] Avenue.

(O2013-6405)

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, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") 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, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374 (such new program, as amended, the "ANLAP Program"); 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 Kenneth Sydnor and Violet Sydnor (the "Purchasers"), who have a principal residence of 4219 South Indiana Avenue, Chicago, Illinois, which ANLAP Parcel is located in the 47th/King Drive. Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on March 27, 2002, and published in the *Journal* for such date at pages 81231 through 81472; 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 has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchasers to be published in the *Chicago Sun-Times* on April 24, 2013; and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 12-012-21 adopted on April 19, 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 Two Thousand and no/100 Dollars ($2,000.00). Such deed shall include a covenant obligating the Purchasers to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and 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 in conflict 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".

Bidder:

Kenneth Skinner and Mabel Skinner

Address:

4119 South Indiana Avenue

Appraised Value:

$14,000.00

Bid Amount:

$7,000.00

Legal Description (subject to title commitment and survey):

The north half of Lot 27 in Rogers' Subdivision of the west two-thirds of the southwest quarter of the southeast quarter of the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4117 South Indiana Avenue
Chicago, Illinois 60653

Property Index Number:

20-03-124-037-0000

5119 S. Marshfield Ave.

[O2013-5425]

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, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") 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, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374 (such new program, as amended, the "ANLAP Program"); 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 Fernando Carrillo (the "Purchaser"), who have a principal residence of 5117 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, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser 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 Purchaser for the purchase price of One Thousand and no /100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP 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".

Bidder:

Fernando Carrillo.

Bidder's Address:

5115 South Marshfield Avenue
Chicago, Illinois 60609.

Bid Amount:

$1,000.00.

Appraised Value:

$1,500.00.

Legal Description (subject to title commitment and survey):

Lot 41 in Block 1 in Orvis Subdivision of the northeast quarter of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5119 South Marshfield Avenue
Chicago, Illinois 60609.

Property Index Number:

20-07-407-008-0000.

3715 W. Potomac Ave.

(O2013-5471)

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 are costly to the City to maintain; and because title to such property was vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 2, 1981 and published at pages 9956 -- 9958 of the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 28, 1982 and published in the Journal for such date at pages 11830 -- 11833 and on January 7, 1983 and published in the Journal for such date at pages 14895 -- 14896 (the Original Program Ordinance and such ordinances amending such ordinance, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the Journal for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the Journal for such date at pages 92071 -- 92073 and on July 28, 2010 and published in the Journal for such date at pages 97270 -- 97274 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to an ordinance adopted 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 92071 -- 92073 and as amended July 28, 2010 and published in the Journal for such date at pages 97270 -- 97274, the City established a new program for the disposition of certain vacant real property owned by the City known as the ANLAP Program; and

WHEREAS, Pursuant to the amended ANLAP Program, as set forth in Municipal Code Chapter 2-158-010, et seq. (the "ANLAP Program Ordinance"), a parcel ("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 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 Alan Spada and Cheryl Mack (the "Purchasers"), who have a principal residence of 3713 West Potomac Avenue, Chicago, Illinois 60651, which ANLAP Parcel is located in the Division and Homan Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on June 27, 2001, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 61711 through 61851; 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 has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchasers to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchasers' proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("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 Two Thousand Two Hundred and no/100 Dollars ($2,200.00). Such deed shall include a covenant obligating the Purchasers to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and 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:

Alan Spada and Cheryl Mack.

Bidder Address:

3713 West Potomac Avenue
Chicago, Illinois 60651.

Bid Amount:

$2,200.00.

Appraised Value:

$15,000.00.

Legal Description (subject to title commitment and survey):

Lot 6 in Block 14 in Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13 (except 5 acres in the northeast corner thereof) east of the Third Principal Meridian, in Cook County, Illinois.

Address:

3715 West Potomac Avenue
Chicago, Illinois 60651.

Property Index Number:

16-02-129-014-0000.

1900 -- 1902 S. Troy St./ 3141 -- 3145 W. 19th St.

[O2013-5418]

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, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") 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, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374 (such new program, as amended, the "ANLAP Program"); 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 Cesar Estrada (the "Purchaser"), who has a principal residence of 1906 South Troy Street, Chicago, Illinois which ANLAP Parcel is located in Ogden/Pulaski Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on April 9, 2008, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 24221 through 24477; 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 has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser 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 Purchaser for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and 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".

Bidder:

Cesar Estrada.

Bidder Address:

1906 South Troy Street
Chicago, Illinois 60623.

Bid Amount:

$1,000.00.

Appraised Value:

$7,000.00.

Legal Description (subject to title commitment and survey):

Lots 24 and 25 in Block 16 in [illegible] Subdivision of Blocks [illegible] in Douglas Park Addition to Chicago, [illegible] west half of the [illegible] quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1900 -- 1902 South Troy Street
3141 -- 3145 West 19th Street
Chicago, Illinois 60623

Property Index Number:

16-24-[illegible]-021-0000

2714 W. 16th St.

(O2013-[illegible])

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 irregular size and mostly vacant, unimproved and unused, and because these said properties were owned by the City, the properties were exempt from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 8, 1961 and published at pages [illegible] and [illegible] of the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July [illegible], 1997 and published in the Journal for such date at pages [illegible] -- [illegible] and on [illegible], 1998 and published in the Journal for such date at pages [illegible] -- [illegible] (the Original Program Ordinance, as such amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374 (such new program, as amended, the "ANLAP Program"); 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 Virginia M. Tellez (the "Purchaser"), who has a principal residence of 2712 West 16th Street, Chicago, Illinois 60608, which the ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council 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, DHED has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Sun-Times* on March 22, 2013; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, Pursuant to Resolution Number 13-028-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago ("Commission"), the Commission approved the sale of the Property to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser 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 Purchaser for the purchase price of One Thousand and no/100 Dollars ($1,000.00). Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and 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".

Bidder:

Virginia M. Tellez.

Bidder Address:

2712 West 16th Street
Chicago, Illinois 60608.

Bid Amount:

$1,000.00.

Appraised Value:

$2,000.00.

Legal Description (subject to title commitment and survey):

Lot 13 in Carson's Subdivision of Lot 6 in Block 4, Lot 12 in Block 5, Lot 4 in Block 7, Lots 16, 17 and 18 in Block 7 and Lot 5 in Block 8, all in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Address:

2714 West 16th Street
Chicago, Illinois 60608.

Property Index Number:

16-24-225-034-0000.

NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred two ordinances by the Department of Housing and Economic Development authorizing the sale of City-owned properties at various locations (3rd and 28th Wards), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

4029 W. Gladys Ave.

[O2013-5423]

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 4029 West Gladys Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Sherman Townsend ("Grantee"), 4027 West Gladys Avenue, Chicago, Illinois 60624, has offered to purchase the Property from the City for the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00), such amount being the appraised fair market value of the Property, to improve with a landscaped open space thereon; and

WHEREAS, Pursuant to Resolution Number 13-031-21 adopted on May 16, 2013, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated 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 March 22, 2013 and March 29, 2013; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore, the Standards set by the City Council of the City of Chicago.

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of One Thousand Five Hundred and no/100 Dollars ($1,500.00).

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. 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 landscaped open space within six 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 revest 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 revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.
>
> The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-45-110 of the Municipal Code of the Chicago (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 in conflict 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".

Purchaser:

Sherman Townsend

Purchaser's Address:

4721 West [illegible] Avenue
Chicago, Illinois 60644

Purchase Amount:

$1,500.00

Appraised Value:

$1,500.00

Legal Description (subject to title commitment and survey):

Lot 12 in Block 4 in James H. Brewster's subdivision of the north 20 acres of the south 40 acres of the east half of the northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4029 West Gladys Avenue
Chicago, Illinois 60624

Property Index Number:

16-15-223-011-0000

3918 S. Wells St.

(O2013-5402)

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the parcel of real property located at 3918 South Wells Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("the Property"), which Property is located in the Stockyards Annex Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City on December 11, 1996 published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages 29476 through 29642; and

WHEREAS, Ques Ventures LLC ("Grantee"), 3922 South Wells Street, 2nd Floor, Chicago, Illinois 60609, has offered to purchase the Property from the City for the sum of One Thousand and No/100 Dollars ($1,000.00), such amount being the appraised fair market value of the Property, and has proposed to improve with landscaped open space that part of the Property which is not currently improved with a garage; and

WHEREAS, Pursuant to Resolution Number 13-051-21 adopted on May 16, 2013 by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the negotiated 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 March 22, 2013 and March 29, 2013; 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 of the City hereby approves the sale of the Property to the Grantee for the amount of One Thousand and No/100 Dollars ($1,000.00).

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 uses 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 landscaped open space within six (6) months of the date of this deed. In the event that the condition is not met, the City of Chicago may re-enter the Property and revest 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 revesting of title. This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.
>
> The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-45-110 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 in conflict 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".

Purchaser:

[illegible] LLC

Purchaser's Address:

3922 South Wells Street, 2nd Floor
Chicago, Illinois 60609

Purchase Amount:

$1,000.00

Appraised Value (2013):

$1,000.00

Legal Description (Subject To Final Title Commitment And Survey):

Lot 37 (except the west 24 feet thereof) in Gavin's Resubdivision of Block 2 in Pope's Subdivision of the East Half of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3918 South Wells Street
Chicago, Illinois 60609

Property Index Number:

20-04-201-004-0000

PURCHASE AND SALE AGREEMENT WITH MAXIM'S CHICAGO RESTAURANT PARTNERS LLC FOR CITY-OWNED PROPERTY AT 1300 N. ASTOR ST.

[SO2013-5416]

The Committee on Housing and Real Estate, submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate to which was referred a substitute ordinance by the Department of Housing and Economic Development authorizing the sale of City-owned property located at 1300 North Astor Street to Maxim's Chicago Restaurant Partners LLC (43rd Ward), having 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 unanimous 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the real property commonly known as the Nancy Goldberg International Center, located at 500 North [illegible] Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The City, with the assistance of an independent real estate broker, has marketed and offered the Property for sale to the public; and

WHEREAS, Public notice advertising the City's intent to sell the Property appeared in the Chicago Sun-Times, a newspaper of general circulation, on February 25, March 4 and March 11, 2015 with a listing price of $1,[illegible],000, being the market value as determined by appraisal; and

WHEREAS, [illegible] Chicago Restaurant Partners, LLC ("Grantee"), [illegible] West Armitage Avenue, Suite [illegible], Chicago, Illinois 60614, has offered to purchase the Property from the City for the sum of One Million Three Hundred Seventy-five Thousand and no/100 Dollars ($1,375,000.00) (the "Purchase Price"), with the intent of reopening the space as a [illegible] restaurant; and

WHEREAS, The Purchase Price offered by the Grantee was the highest bid received and exceeded the listing price; and

WHEREAS, The City, acting by and through its Department of Planning and Development ("the Department"), desires to sell the Property, together with certain personal property located within the Property, to the Grantee for the Purchase Price; and

WHEREAS, By Resolution Number [illegible], adopted on June [illegible], 2015, the Chicago Plan Commission approved the sale of the Property; and

WHEREAS, The City is the owner of the domain names [illegible] and [illegible] (the "Domain Names"); and

WHEREAS, Grantee has offered to purchase, and the City desires to sell, the Domain Names for $500 each; now, therefore,

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

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

SECTION 2. The City Council of the City hereby approves (a) the sale of the Property, together with certain personal property located within the Property, to the Grantee for the Purchase Price, and (b) the sale of the Domain Names to the Grantee for $500 each. This approval is expressly conditioned upon the City entering into a purchase agreement with the Grantee in substantially the form attached hereto as Exhibit B (the "Purchase Agreement"). The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

SECTION 3. 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.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Units MG-1, GUP-2 and GUS-2 in the Astor Tower Condominium, as delineated on the survey of the following described parcels of real estate (hereinafter referred to as "Parcel"):

Parcel 1:

The south 37 feet of Lot 1 and all of Lots 4, 5 and 6 and that part of Lot 3 lying east of a line drawn 33 feet east of and parallel with the west line of said Lot 3, in the Subdivision of Lots 9, 10 and 11 in Block 4 in Stone's Resubdivision of Astor's Addition to Chicago in Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of East Goethe Street and North Astor Street described as follows:

> beginning at a point in the north line of East Goethe Street which is 22.5 feet east of the southwest corner of Lot 1 aforesaid; thence south at right angles to the north line of East Goethe Street a distance of 17.5 feet; thence east along a line which is 17.5 feet south of and parallel with the north line of East Goethe Street a distance of 152 feet; thence south at right angles to the last described course a distance of 2.5 feet; thence east at right angles to the last described course a distance of 17.83 feet to a line which is 17.25 feet westerly of, measured at right angles to and parallel with the westerly line of North Astor Street; thence northerly on said parallel line a distance of 83 feet, more or less, to a point on a line which is 0.42 feet south of and parallel to the north line of the south 2.67 feet of Lot 8 aforesaid; thence west along said parallel line a distance of 17.48 feet to the westerly line of North Astor Street; thence southerly along the westerly line of North Astor Street to the north line of East Goethe Street; thence west along the north line of East Goethe Street to the place of beginning, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the declaration of condominium recorded as Document Number 25742498, and as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Address:

1300 North Astor Street
Chicago, Illinois.

Permanent Index Numbers:

17-03-106-030-1001;

17-03-106-032-1006; and

17-03-106-032-1106.

Exhibit "B".
(To Ordinance)

Real Estate Purchase And Sale Agreement.

This Real Estate Purchase And Sale Agreement ("this Agreement") is entered into by and between Maxim's Chicago Restaurant Partners, LLC, an Illinois limited liability company ("Buyer"), and the City of Chicago, an Illinois municipal corporation ("Seller" or the "City"), on the Effective Date (as defined below).

Section 1

The Property

The "Property" as referenced in this Agreement includes:

(a) The real property legally described on Exhibit A attached hereto, consisting of a one-story, [illegible] commercial building [illegible] containing approximately 8,000 square feet of [illegible] area [illegible] and [illegible] storage space (the "Land");

(b) All improvements currently located upon or within the Land [illegible] systems, fixtures and equipment [illegible] attached to or appurtenant to the real property (the "Improvements"; the Land and Improvements are collectively referred to as the "Premises");

(c) All tangible personal property located upon the Premises [illegible] two (2) [illegible] aluminum [illegible] four (4) feet by four (4) feet [illegible] (the "[illegible]"); and

(d) All of Seller's right, title and interest, if any, in and to the name "[illegible]" and the domains [illegible] and all other trade names, marks, goodwill and other intangible property related to the ownership and operation of the Premises.

Section 2

Purchase Price

The purchase price for the Property is One Million Three Hundred Seventy-six Thousand and no/100 Dollars ($1,376,000.00) (the "Purchase Price").

Section 3

Earnest Money Deposit

Purchaser has delivered a security deposit in the amount of One Hundred Thirty-seven Thousand Six Hundred and no/100 Dollars ($137,600.00) (the "Earnest Money Deposit") [illegible]

3.4. Earnest Money. Except as otherwise provided in this Agreement, the Earnest Money shall be non-refundable and shall be applied to the Purchase Price at the closing.

3.5. If either party shall default in any of their respective obligations under this Agreement, the other party may notify such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate, which date shall be not less than thirty (30) days after the giving of such notice, and on and as of such date unless the default so specified shall have been cured, this Agreement shall terminate. In the case of any material default by Buyer, the Earnest Money shall be promptly tendered to Seller as Seller's sole and exclusive remedy. In the case of any material default by Seller that terminates this Agreement, the Earnest Money shall be returned to Buyer. Buyer also shall have the right to specifically enforce this Agreement, provided that any action therefor is commenced within six (6) months after such right arises.

Section 4.

Closing.

The closing shall occur within 15 days after the expiration or waiver by Buyer of any of the contingencies in Section 14, hereof, at the offices of the Commercial Division of Chicago Title Insurance Company (the "Title Company"), 10 South LaSalle Street, Chicago, Illinois 60603. At the closing, Seller shall deliver into escrow the documents provided for under this Agreement. The closing shall be through an escrow with the Title Company. Payment of Purchase Price and delivery of deed shall be made through the escrow. The cost of the closing escrow and all other closing costs shall be paid by Buyer.

Section 5.

Payment Of Balance.

Net of the Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus agreed prorations, by cashier's check, certified check or money order made payable to "The City of Chicago".

Section 6.

Prorations.

Condominium assessments and other proratable items shall be prorated to the date of closing. To the extent the Premises are not currently exempt from real estate taxes due to amounts not paid by Seller as a unit of local government; general real estate taxes and assessments of a type due and payable as of the closing date and, including without limitation, 2012 real estate taxes payable in 2014, shall be paid by Seller at or prior to the closing. Real estate taxes assessed against the Property for the year in which the closing occurs, payable in the subsequent year, and for any prior year for which a tax bill has not been issued shall be prorated at closing on the basis of 100 percent of the last full year real estate taxes. There shall be no other prorations.

Section 7.

Transfer Taxes.

The transaction contemplated by this Agreement is exempt from transfer taxes as a transfer from a governmental body.

Section 8.

Deed And Closing Documents.

At closing, Seller shall execute and deliver to Buyer the Deed, to be executed and delivered to Buyer, a reasonable quitclaim bill of sale with respect to personal property, and a quitclaim assignment with respect to licenses, permits, approvals, entitlements, warranties existing for the Property, to the extent any of them are assignable to the Buyer. Seller shall also deliver to the Title Company all customary and necessary state, county and municipal real estate transfer tax declarations, a City of Chicago water certification or a manual water certification, an ALTA statement (based upon Seller's actual knowledge) and a settlement statement which is consistent with this Agreement. Seller will not provide an affidavit of title or personal undertaking. At or prior to closing, Buyer shall deliver all documents and instruments that are customary and reasonable and, where appropriate, by Buyer which Seller may reasonably determine to be necessary to evidence the authority of Buyer to enter into and perform this Agreement. Any reference to Seller's knowledge in this Agreement shall mean the actual knowledge of Robert Wolf.

Section 9.

As Is Sale.

(a) Buyer acknowledges that it has had or will have adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the

Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Buyer is buying the Property "AS IS" and "WHERE IS" condition as of the date of closing, and with all faults and defects, latent or otherwise, and that Seller has not and does not hereby make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Buyer, with respect to the physical, structural, or environmental condition or value of the Property, its compliance with any statute, ordinance or regulation, its habitability, suitability, merchantability or fitness for any purpose whatsoever. Buyer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Seller or its agents or employees with respect thereto. Buyer agrees that it is Buyer's sole responsibility and obligation to perform any work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

b. Buyer acknowledges that Seller is not liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee or other person representing or purporting to represent the Seller, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereto.

c. Buyer, on behalf of itself and its successors and assigns, and their respective officers, directors, employees, members, managers, agents and representatives (collectively, "Buyer Parties"), expressly releases, remises and waives any claims or causes of action it may have against Seller, its officers, agents and employees, under any existing or future theory of law (federal, state or local) or at common law, whether grounded in tort or contract or otherwise, in any and all claims, demands, causes of action of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the closing, based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous or toxic materials, substances, wastes or other environmentally regulated substances, or other contaminants or pollutants in, on, under or about the Property, and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that exists for the Property on or before the Closing.

d. This Section shall survive the closing.

Section 13.

Seller Representations And Warranties.

Seller represents and warrants to Buyer as follows, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Seller is authorized by the Illinois Constitution and/or Illinois law to enter into this Agreement and consummate the transaction contemplated by this Agreement.

(b) There are no other contracts of sale or leases, to Seller's actual knowledge, or other agreements or other arrangements granting any third parties the right to purchase, use or occupy the Property.

(c) After the Effective Date, Seller shall not enter into any new leases, license agreements or other contracts with respect to the Property that will survive the closing without the prior written consent of Buyer.

(d) To Seller's actual knowledge, there are no unresolved citations or violations relating to the Property under any applicable governmental laws, ordinances, codes, rules and regulations, including without limitation, zoning ordinances, building codes and environmental laws. If Seller receives notice of any such citation or violation, it shall promptly notify Buyer.

(e) To Seller's actual knowledge, there is no pending or threatened condemnation or eminent domain action or proceeding relating to the Property.

Section 5.2.

Buyer's Representations And Warranties.

Buyer represents and warrants to the Seller as follows, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Buyer is a limited liability company duly organized, validly existing and qualified to do business in the State of Illinois. Buyer has the full power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of its obligations under this Agreement has been duly authorized by all necessary limited liability company action, and does not violate Buyer's articles of organization or operating agreement, as the same may be amended and supplemented, nor any applicable provision of law, nor does it constitute a material breach of, default under or require any consent under any agreement, instrument or document to which Buyer is now a party or by which it is now or may become bound.

(b) Buyer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this 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 this Agreement or any City Contract with the Buyer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(c) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by Buyer (and any legal entity holding an interest in Buyer) are true, accurate and complete as of the date of certification and the Closing Date. No individual holding a direct or indirect ownership interest of more than 7.5 percent in Buyer has any outstanding water bills, parking tickets, child support payments or other obligations to the City of Chicago.

SECTION 12.

POSSESSION AND CONDITION OF PROPERTY AT CLOSING.

Seller agrees to surrender possession of the Property at closing. If the Property is not materially in the same condition at the date of closing as it was on the Effective Date, ordinary wear and tear excepted, Buyer shall have as its sole remedy the right to receive a refund of all of the Earnest Money and terminate this Agreement; provided, however, Buyer shall first deliver written notice to Seller of the objectionable condition and allow Seller thirty (30) days (or such longer period as shall be reasonably necessary) to restore the Property to its prior condition. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation in the event of casualty or other loss or destruction to restore the Property to its prior condition.

SECTION 13.

TITLE AND SURVEY.

(a) Buyer acknowledges that the City has obtained a commitment for an owner's policy of title insurance for the Premises, Commitment Number [illegible], with an effective date of May [illegible], issued by Greater Illinois Title Company, showing the City in title to the Premises (the "Initial Commitment"). Buyer shall be solely responsible for and shall pay all costs associated with updating the Initial Commitment or obtaining a new title commitment (including all search, continuation and later-date fees), and obtaining the title insurance policy and any other endorsements it deems necessary (the "Title Policy"). Buyer shall be responsible for obtaining all affidavits or other documents necessary to obtain extended coverage. Buyer may also, at its expense, obtain a current survey of the Premises within twenty (20) days after the Effective Date. Within five (5) days after Buyer receives the survey and any updated or new title commitment which Buyer may request from the Title Company at any time and from time to time, as applicable, Buyer shall furnish a copy of the same to Seller. Within thirty (30) days after the Effective Date, Buyer shall deliver notice to Seller of any title exception, title or survey matter or defect disclosed on the survey or the Initial Commitment and which ten (10) days after receipt of an updated title commitment, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect not previously disclosed on any earlier title commitment and disclosed on such updated title commitment (a "Title Objection Notice"). With respect to previously undisclosed exceptions identified on an updated title commitment issued less than thirty (30) days prior to the closing, the closing shall be extended for up to thirty (30) days as necessary so that Buyer and Seller can exercise their rights and remedies provided in this subsection (a) and in subsection (b) below. Any objections to matters on the title commitment and survey not made within the time periods set forth herein shall be deemed to be waived by Buyer, and any exceptions not objected to by Buyer as provided above shall be permitted exceptions hereunder. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, however, Seller shall be required to remove, prior to closing, a lien for delinquent real estate taxes not caused by Buyer which can be removed by the payment or deposit of a sum of money at closing up to the amounts set forth in the Title Commitment (together with interest and penalties, if any, on delinquent taxes); provided, however, the Commissioner of the Department of Housing and Economic Development shall have the authority to pay additional amounts that may be identified in any updated title commitment. In lieu of making such payments or deposits, Seller may insure over such liens.

(b) No later than fifteen (15) days after receipt of a Title Objection Notice, Seller shall notify Buyer in writing as to which objections set forth in the Title Objection Notice Seller has elected to cure, if any. If Seller fails to deliver such notice within such fifteen (15) day period or elects not to cure any objection or is unable to cure any objection in a manner satisfactory to Buyer (as to title exceptions, each an "Unresolved Objection"), then Buyer may elect either to: (i) proceed to closing and take title as is, without reduction of the Purchase Price, in which event any unacceptable conditions and exceptions shall be deemed permitted exceptions hereunder; or (ii) terminate this Agreement by notice to Seller. Further, if Seller notifies Buyer that Seller intends to attempt to cure the objections listed in the Title Objection Notice and Seller fails to cure such objections by such date, then Buyer shall be entitled to exercise its option under subsection (b)(i) or (ii) above; provided that the option under subsection (b)(ii) above shall be exercised prior to or on the closing date (as may be extended pursuant to subsection (a) above). Upon any termination of this Agreement pursuant to this Section 13, the Earnest Money paid by Buyer shall be refunded to Buyer, and this Agreement shall be deemed null and void and of no further force or effect and Buyer and Seller shall have no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

(c) This Section 13 shall survive closing.

Section 14.

[illegible]

(a) The contingency described in this Section 14 is referred to as the "Zoning Contingency". Within one hundred twenty (120) days after the Effective Date (the "Zoning Contingency

Period"). Buyer shall have the right to seek and obtain, at its sole cost and expense, zoning and land use approvals and entitlements from the City of Chicago and all other governmental authorities with respect to Buyer's intended use of the Property ("Intended Use" means an approximately 8,000 square foot restaurant including the sale of liquor for on-premises consumption, as more particularly described in Attachment A to Buyer's Bid Proposal Form dated March 25, 2013). Promptly upon Buyer's request, Seller shall provide written consent, as the contract seller, allowing Buyer to file applications for such approvals and entitlements. Buyer's obligation to proceed to closing shall be subject to Buyer's receipt, in the Zoning Contingency Period, of such approvals and entitlements in a form satisfactory to Buyer in its sole and absolute discretion.

Buyer understands and agrees that the City's approval of this Agreement does not constitute approval of any applications for such approvals and entitlements nor does it constitute a commitment by the City to take any particular action in relation to such applications. Buyer shall have the right to receive a refund of the Earnest Money and terminate this Agreement upon written notice to Seller at any time prior to the expiration of the Zoning Contingency Period if Buyer determines, in its sole discretion, that it will not obtain, prior to the expiration of the Zoning Contingency Period, the zoning and land use approvals necessary and appropriate for Buyer's Intended Use.

(b) Information provided by Seller to Buyer. Within five (5) days after the Effective Date, Seller shall furnish to Buyer, to the extent in Seller's possession (to Seller's actual knowledge): (i) any environmental site assessments or any related environmental studies or reports, (ii) documents and correspondence from the Department of Buildings or Fire Bureau concerning open code violations, (iii) surveys, plats and easements, and (iv) any drawings and floor plans of the Premises. Buyer shall have 30 days after the Effective Date (the "Due Diligence Period") to inspect all aspects of the Property, including without limitation, all improvements, systems, components, conditions, reports, environmental conditions, title, tests and other information. Buyer shall, in its sole discretion and for any reason or no reason, have the right to receive a refund of all the Earnest Money and terminate this Agreement upon notice given to Seller at any time prior to the expiration of the Due Diligence Period.

Section 4.5.

Access To Property; Buyer's Inspection.

Buyer has the right to enter the Property prior to the expiration of the Due Diligence Period to do property investigation to the extent Buyer deems necessary or appropriate. Buyer, at Buyer's sole cost, shall also have the right to make such inspections, investigations and tests as Buyer may elect to make or obtain upon not less than three (3) business days' prior notice to Robert Wolf in the Department of Housing and Economic Development, which notice may be by telephone or e-mail, during normal business hours and subject to Seller's right to have a representative present. Any on-site inspections and investigations of the Premises shall be done during normal business hours. Prior to entering the Property, Buyer shall provide proof of insurance as required by (Sub)Exhibit A of this Agreement. Buyer shall promptly repair any damage to the Premises caused by any actions of Buyer or its agents or contractors and restore the Premises to the condition which existed immediately prior to such activity. Buyer shall indemnify, defend (through an attorney reasonably acceptable to Seller) and hold harmless Seller and Seller's officers, employees, agents and representatives from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages, injuries, liens or other encumbrances arising out of or resulting from the inspection of the Premises by Buyer or its agents or contractors. The foregoing indemnity shall not include pre-existing conditions merely discovered and not exacerbated by Buyer, and any conditions caused by the willful misconduct of Seller. This Section 15 shall survive the closing or any termination of this Agreement (regardless of the reason for such termination).

Section 16.

Uniform Vendor And Purchaser Risk Act.

The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

Section 17.

Brokerage Commissions.

Seller and Buyer represent and warrant to each other that, other than to Jones Lang LaSalle, there are no real estate sales or brokerage commissions or like commissions that are or may be due in connection with this transaction. The fees of Jones Lang LaSalle shall be paid by Seller pursuant to a separate agreement. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

Section 18.

Confidentiality.

Buyer and Seller shall keep confidential and not make any public announcement or disclose to any person (a) the existence or any terms of this Agreement, (b) any information disclosed by Buyer's inspections of the Property, or in Seller's due diligence materials or Buyer's due diligence reports, and (c) any other documents, materials, data or other information with respect to the Property which is not generally known to the public (the "Confidential Information"). Notwithstanding the foregoing, Buyer and Seller may disclose any Confidential Information (a) to the extent such information is already known by Buyer as of the Effective Date; (b) to the extent required by court order or under applicable local, state or federal law, including, without limitation, the Illinois Freedom of Information Act (5 ILCS 140), the Illinois Open Meetings Act (5 ILCS 120) and any notice, publication or hearing requirements under the Municipal Code of the City of Chicago, or (c) to any person on a "need-to-know" basis, such as their respective directors, officers, partners, members, employees, attorneys, accountants, engineers, surveyors, consultants, lenders (if any), investors, managers, franchisors and such other persons whose assistance is required to consummate the transactions contemplated in this Agreement; provided, however, that Seller or Buyer (as the case may be) shall (x) advise such person of the confidential nature of such Confidential Information, and (y) use commercially reasonable efforts to cause such person to maintain the confidentiality of such information.

Section 19.

Non-Foreign Person.

Seller represents and warrants that it is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and is therefore exempt from the withholding requirements of said section. At closing, if required by the Title Company to issue the Title Policy, Seller shall furnish to Buyer at the closing the non-foreign certification provided for in said Section. Seller agrees to indemnify Buyer from any liability, loss, cost and expense, including reasonable attorney's fees and expenses, which result from any inaccuracy in representation and warranty set forth above or in the said non-foreign certification.

Section 20.

Days And Time.

Any reference in this Agreement to a "day" or "days" shall mean a calendar day or days, and not a business day or days, unless the provision expressly refers to a "business" day or days. In the event that a day or date or the last day of a period provided for or referred to in this Agreement shall fall on a Saturday, Sunday or legal holiday in the City of Chicago, then such day or date or the last day of such period shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday in the City of Chicago. If the term "business day" is used in this Agreement, such term means any day which is not a legal holiday in the City of Chicago.

Section 21

Time Of The Essence

Time is of the essence of this Agreement and of each and every provision hereof.

Section 22

Notices

All notices and other communications provided for in this Agreement ("Notices") shall be in writing. A Notice may be given by a party to this Agreement or by a party's attorney. The Notice Addresses of the parties for purposes of this Agreement are the respective addresses set forth on the signature page of this Agreement. A Notice to a party shall be effective when delivered during normal business hours to such party's Notice Address by any means, including a messenger or delivery service, or by the party sending the Notice by United States regular or certified mail, by a recognized overnight delivery service, or by other delivery by any other electronic transmission. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of the attempted refused delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

Section 23

Entire Agreement; No Reliance

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings of the parties. Each party acknowledges that in executing this Agreement it is not relying on any statements, representations or warranties, other than those that are expressly set forth herein.

Section 24

Assignability

Buyer may not assign its rights under this Agreement without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

Section 25

Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 26

Modifications And Amendments.

This Agreement may be modified or amended only by a written instrument signed by the party sought to be bound by such modification or amendment.

Section 27

Counterparts; Electronic Signatures.

This Agreement and any modifications or amendments to this Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

Section 28

Governing Law.

This Agreement shall be governed by the laws of the State of Illinois.

Section 29

Effective Date.

The Effective Date of this Agreement shall be the date upon which this Agreement becomes fully executed by the parties as set forth on the following signature pages.

Section 30.

No Personal Liability Of Public Officials.

No agent, official or employee of the City shall be personally liable to Buyer or any successor in interest to Buyer in the event of any default or breach by the City under the terms of this Agreement.

Section 31.

Conflict Of Interest.

Buyer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Buyer, this Agreement, the Property or the proposed use of 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 corporation, partnership, association or other entity in which he or she is directly or indirectly interested.

Section 32.

Business Relationships.

Buyer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Buyer 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 23

Patriot Act Certification.

Buyer represents and warrants that neither Buyer nor any Affiliate (as hereafter defined) thereof 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 laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. An "Affiliate" shall be deemed to be a person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Buyer, 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 24

Prohibition On Certain Contributions -- Mayoral Executive Order No. 05-1.

24.1

Buyer agrees that Buyer, any person or entity who directly or indirectly has an ownership or beneficial interest in Buyer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Buyer's contractors (i.e., any person or entity in direct contractual privity with Buyer 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 ("Subowners") and spouses and domestic partners of such Subowners (Buyer 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 Buyer, (ii) while this Agreement or any Other Contract (as hereinafter defined) is executory, (iii) during the term of this Agreement or any Other Contract, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order Number 05-1.

24.2

Buyer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached Buyer or the date Buyer 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.

25.3

Buyer 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.

25.4

Buyer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

25.5

Notwithstanding anything to the contrary contained herein, Buyer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 25 or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any other contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any other contract, at law and in equity. This provision amends any other contract and supersedes any inconsistent provision contained therein.

25.6

If Buyer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing, the City may elect to decline to close the transaction contemplated by this Agreement.

25.7

For purposes of this provision:

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

(b) "Other Contract" means any other agreement with the City to which Buyer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (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.

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) 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.

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

Section 35.

Failure To Maintain Eligibility To Do Business With The City.

Failure by Buyer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement. Buyer shall at all times comply with Section 2-154-020 of the Municipal Code.

Section 36.

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. Buyer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

Buyer:	Seller:
Maxine's Chicago Restaurant Partners, LLC, an Illinois limited liability company	City of Chicago, an Illinois municipal corporation
By: ______________________	By:
Printed Name: Jeffrey M. Shapiro	Printed Name:
Title: Authorized Agent	Title: ______________________
Date:	Date:
Address:	Address:
c/o Jeffrey M. Shapiro 650 West Armitage Avenue, Unit 100 Chicago, Illinois 60614	c/o 121 North LaSalle Street, Floor Chicago, Illinois 60602
Fax Number: ____	Fax Number:

[(Sub)Exhibit "A" referred to in this Real Estate Purchase and Sale Agreement constitutes Exhibit "A" to ordinance and printed on pages 57936 and 57937 of this *Journal*.]

(Sub)Exhibit "B" attached to this Real Estate Purchase and Sale Agreement reads as follows:

(Sub)Exhibit "B".

(To Real Estate Purchase And Sale Agreement)

Right-Of-Entry Insurance.

Buyer shall procure and maintain, or cause its contractors and subcontractors to procure and maintain, at Buyer's sole expense (or the expense of its contractors and subcontractors as applicable), the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all work under the right-of-entry granted under Section 15 of this Agreement (the "Due Diligence Activities"), whether performed by or on behalf of Buyer. All insurance policies shall remain in effect until completion of the Due Diligence Activities.

(a) Workers' Compensation And Employer's Liability Insurance.

Buyer and its contractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to enter the Property under this Agreement, and Employer's Liability Insurance with limits of not less than $500,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary And Umbrella).

Buyer and its contractors shall procure and maintain 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. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Due Diligence Activities.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with the Due Diligence Activities, Buyer and its contractors shall procure and maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

(iii) Professional Liability Insurance.

When any architects, engineers, construction managers or other professional consultants perform work in connection with the Due Diligence Activities, such parties shall procure and maintain Professional Liability Insurance covering acts, errors or omissions with limits of not less than $1,000,000 with coverage including contractual liability. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

Buyer shall deliver (or cause its contractors to deliver) certificates of insurance to the City prior to commencing any Due Diligence Activities at the Property. Buyer expressly understands and agrees that any coverage and limits furnished by Buyer shall in no way limit Buyer's liabilities and responsibilities set forth in 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 set forth herein. The failure of the City to obtain certificates or other evidence of insurance from Buyer (or its contractors or subcontractors, as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. Buyer shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Property.

Buyer agrees that insurers shall waive their rights of subrogation against the City. Buyer expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors, as applicable) shall in no way limit Buyer's liabilities and responsibilities specified in this Agreement or by law. Buyer expressly understands and agrees that its (or its contractors' and subcontractors', as applicable) insurance is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Buyer (or its contractors or subcontractors, as applicable) under this Agreement.

AMENDMENT OF PRIOR LAND SALE AT 4401 W. 23RD PL. AND 2244 S. [illegible] ST.

(O2013-[illegible])

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 amending a previously approved land sale at 449 West 23rd Place and 2344 South Grove Street to extend date of completion on (11th 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 unanimous vote of the members of the Committee present with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on September 8, 2011 and published at pages [illegible] through [illegible] in the Journal of the Proceedings of the City Council of the City of Chicago for such date (the "Ordinance"), the City conveyed to CDBG 449, LLC (the "Grantee"), pursuant to a quitclaim deed dated December 12, 2011 (the "Deed"), certain vacant real property located at 449 West 23rd Place and

2344 South Grove Street, Chicago, Illinois, as legally described on Exhibit A attached hereto (such parcels, collectively, the "Property"); and

WHEREAS, The Deed included a covenant running with the land requiring that the Property be improved with a surface parking lot by December 12, 2012; and

WHEREAS, The Deed was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 21, 2012 as Document Number 1214218001; and

WHEREAS, The Grantee has been unable to complete the surface parking lot by December 12, 2012, and has requested a two and a half year extension from the December 12, 2012 deadline to May 21, 2015, to complete construction of the surface parking lot (the "Parking Lot"); and

WHEREAS, The Commissioner ("Commissioner") of the City's Department of Housing and Economic Development ("HED") has agreed to such an extension; and

WHEREAS, The extension of time to complete work provided herein is made upon the express condition that within thirty (30) days after passage of this ordinance, the Grantee shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, now, therefore,

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

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

SECTION 2. The City Council hereby agrees to extend the date for Grantee's completion of the surface parking lot from December 12, 2012 to May 21, 2015.

SECTION 3. The Commissioner shall be authorized to extend the time period required to complete construction of the Parking Lot by up to three (3) months plus one additional three (3) month period.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit A

Legal Description

Parcel 1 Legal Description:

Lots 4 to 9, both inclusive, in Clarke's Subdivision of part of the east half of the northwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

445 West 22nd Place
Chicago, Illinois 60616

Property Index Number:

17-28-505-001-0000

Parcel 2 Legal Description:

A piece or parcel of land comprising parts of Lots 1, 2, 3, 4, 5, 6, 7 and the southeasterly 15.00 feet of Lot 8, all in Block 4 in the South Branch Addition to Chicago in Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, lying southeasterly of and adjacent to Grove Street, being more particularly described as follows: beginning at the northwesterly corner of said Lot 1 in Block 4 aforesaid; thence southwesterly along the southeasterly line of Grove Street, [illegible] feet; thence southeasterly at an angle with the above described line in the northeasterly intersection of [illegible] degrees, 31 minutes, 50.27 feet; thence northeasterly at an angle with the above described line in the northwesterly intersection of 126 degrees, 27 minutes, 79.53 feet, more or less, to a point in the northeasterly line of Lot 8 in Block 4 aforesaid, said point being on a line 25.00 feet northwesterly of and parallel with the tangent portion of the center line of Chicago and Alton Railroad Company's northwesterly main track, said point being 54.81 feet southeasterly measured from the southeasterly line of Grove Street along the northeasterly line of said Lot 8; thence northeasterly parallel with and 25.00 feet northwesterly from the tangent portion of the center line of the Chicago and Alton Railroad Company's northwesterly main track 347.35 feet, more or less, to a point on the northeasterly line of said Lot 1 in Block 4 aforesaid 32.25 feet southeasterly from the southeast line of Grove Street measured along the northeasterly line of said Lot 1; 32.25 feet to the point of beginning, in Cook County, Illinois.

Address:

2344 South Grove Street
Chicago, Illinois 60616.

Property Index Number:

17-28-104-002-0000.

ACQUISITION OF PROPERTIES AT 301 -- 309 S. CLINTON ST., A.K.A. 501 -- 531 W. JACKSON BLVD., IN CONJUNCTION WITH PROPOSED INTERMODAL FACILITY (UNION STATION).

[O2013-5388]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 Transportation authorizing the acquisition of properties located at 301 -- 309 South Clinton Street (also known as 501 -- 531 West Jackson Boulevard) in the Canal/Congress Redevelopment Project Area in conjunction with proposed intermodal facility (Union Station) (42nd 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 unanimous 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, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the acquisition 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 Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT") has the power and duty to design and construct mass transit projects for local transportation purposes and to acquire property necessary or appropriate for the construction and operation of such projects; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control, either by the City or by another governmental entity, within the meaning and authority of [illegible] ILCS 30/[illegible], those parcels of real property described on Exhibit A to this ordinance (the "Parcels") for the public purpose of developing, constructing and operating a mass transit project, including, without limitation, an intermodal transfer station that in part will provide for (i) on-site layover/standing and staging areas for CTA buses, and (ii) a vertical connection to an existing Amtrak underground pedestrian walkway, thereby reducing pedestrian exposure to traffic and enhancing pedestrian safety (the "Project") in order to encourage the use of public transportation, improve safety and efficiency of local transit operations, improve local street traffic flow, and to facilitate intergovernmental cooperation between different transit providers; and

WHEREAS, The City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easements and encumbrances, for the Project is useful, advantageous or desirable for municipal purposes and the public welfare within the meaning and authority of 65 ILCS 5/11-61-1 et seq. and 65 ILCS 5/11-74.4-4(c), and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/10-5-5 et seq., 735 ILCS 30/5-5-5 et seq. and 735 ILCS 30/25-7-103.1; and

WHEREAS, By ordinance adopted by the City Council on November 12, 1998 and published at pages 83476 to 83583 of the Journal of the Proceedings of the City Council of the City of Chicago (the "TIF Ordinance"), a certain redevelopment plan (the "TIF Plan") for the Canal/Congress Redevelopment Project Area (the "TIF Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "TIF Act"); and

WHEREAS, The Plan and the use of tax increment financing provides a mechanism to support new growth through public improvements and financing for land acquisition, demolition, and remediation; and

WHEREAS, One of the goals and objectives of the Plan is to provide improvements in safety and infrastructure, including the provision of new amenities for existing businesses and residents expected to find in a contemporary mixed-use urban neighborhood such as good accessibility served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the TIF Area; and

WHEREAS, The TIF Ordinance authorizes the use of eminent domain to acquire properties within the TIF Area to meet the requirements of the Plan; and

WHEREAS, In furtherance of the Project and the Plan, the City requires the acquisition of the Parcels, which are located within the TIF Area; and

WHEREAS, The City desires to establish a schedule for expedited acquisition in order to achieve the objectives of the Plan and Project pursuant to quick-take procedures; and

WHEREAS, The General Assembly, in 735 ILCS 30/25-7-103.1, has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Divisions 74.2 and 74.3 of Article 11 of the Illinois Municipal Code, said purposes being the redevelopment of blighted areas and the acquisition of property located within blighted areas for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City under its home rule powers finds that it is useful and necessary to use quick-take to acquire the Parcels for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code, 65 ILCS 5/11-74.2 and 74.3; and

WHEREAS, Pursuant to Resolution Number 13-CDC-15 adopted on June 11, 2013, the Commission authorized the Department of Transportation to acquire the Parcels in furtherance of the TIF Plan and the TIF Area without further Commission action; 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 Parcels for the public purpose of designing, constructing and operating the Project, which shall be under public ownership and control, and for purposes of implementing the objectives of the Plan.

SECTION 3. The Corporation Counsel of the City of Chicago ("Corporation Counsel") is authorized to negotiate with the owner(s) of the Parcels for the purchase of the Parcels.

SECTION 4. If the Corporation Counsel is able to agree with the owner(s) of the Parcels upon the price to be paid for such Parcels, or a portion thereof, the Corporation Counsel is authorized to purchase the Parcels, or a portion thereof, 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 grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of the Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings, including "quick-take" proceedings, in the name of and on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in the Parcels, or a portion thereof, under the City's power of eminent domain.

SECTION 5. A schedule for the acquisition of the Parcels is hereby adopted as follows:

A. Acquire fee simple title to all of the Parcels on or before December 31, 2013.

B. Commence construction on or after January 1, 2014 (projected: Spring 2014).

C. Complete construction for the Project before December 31, 2014.

SECTION 6. The Commissioner, or a designee of the Commissioner, is authorized to: (1) execute such documentation as may be necessary to implement the provisions of this ordinance, (2) amend, modify, or change the schedule for the acquisition of the Parcels set forth in Section 5, and (3) determine whether the acquisition of the Parcels, or a portion thereof, or less than fee simple title is necessary to implement the Project, all subject to the approval of the Corporation Counsel.

SECTION 7. The Commissioner is further authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Description Of Parcels.

Parcel 1:

Lots 1 and 2 in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A parcel of land comprised of all of Lots 3 and 4, and also a part of Lots 5 and 6; all in Assessor's Division of Block 52 of School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel of land being bounded and described as follows:

beginning at a point on the east line of Block 52 (said east line being also the west line of South Canal Street), said point being 289.56 feet, as measured along said east line, north of the southeast corner of said Block 52, and running thence westwardly along a line perpendicular to said east line, a distance of 319.90 feet to an intersection with the west line of said Block 52; thence northwardly along said west line (said west line being also the east line of South Clinton Street), a distance of 60.30 feet to an intersection with the north line of Lot 4 in said Block 52; thence eastwardly along the north line of said Lot 4 and also along the north line of said Lot 3, a distance of 319.95 feet to an intersection with said east line of Block 52; thence southwardly along said east line, a distance of 58.15 feet to the point of beginning, in Cook County, Illinois.

Commonly known as:

301 -- 309 South Clinton Street
Chicago, Illinois 60661
(also known as 501 -- 531 West Jackson Boulevard
Chicago, Illinois).

Permanent Index Numbers:

17-16-120-008-8001;

17-16-120-008-8002;

17-16-120-008-8003; and

17-16-120-009-0000.

ACQUISITION OF PROPERTIES AT 2206, 2222 AND 2258 S. INDIANA AVE. FOR BENEFIT OF 24TH/MICHIGAN REDEVELOPMENT PROJECT AREA.

[O2013-4935]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 acquisition of properties located at 2206, 2222 and 2258 South Indiana Avenue in the 24th/Michigan TIF 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The 24th/Michigan Tax Increment Financing Redevelopment Project and Plan (the "24th/Michigan Plan") was approved by the City Council of the City of Chicago (the "City") on July 21, 1999, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (as amended from time to time, the "Act"); and

WHEREAS, The City may, pursuant to Section 11-74.4-4(c) of the Act and in conjunction with the goals and objectives of the 24th/Michigan Plan, acquire by purchase or condemnation property reasonably necessary to achieve the objectives of the 24th/Michigan Plan; and

WHEREAS, The Department of Housing and Economic Development has found that the present use of, and improvements to, the property commonly known as 2205, 2209 and 2233 South Indiana Avenue and identified as Permanent Index Numbers 17-27-102-015, -025 and -026 (the "Subject Property") are inconsistent with the City's development plans for this area of the City and that acquisition of the Subject Property by the City for redevelopment would further the goals of the 24th/Michigan Plan; and

WHEREAS, The Subject Property is located within the boundaries of the 24th/Michigan Plan; and

WHEREAS, The City is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois and, pursuant to its home rule powers, the City established the Community Development Commission (the "Commission") pursuant to Chapter 2-124 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, Under Section 2-124-030(a) of the Code and Section 11-74.4-4(c) of the Act, the Commission may and may recommend to the City Council that the City acquire by purchase or condemnation property reasonably necessary to achieve the objectives of a redevelopment project plan; and

WHEREAS, The Commission, by Resolution 13-CDC-21, recommended that the Subject Property be acquired for redevelopment by the City in furtherance of the 24th/Michigan Plan; and

WHEREAS, The Subject Property is a component of an acquisition plan and project to facilitate redevelopment along the Cermak Avenue corridor, adjacent to the McCormick Place Convention Center, that requires property assembly within adjacent and surrounding Tax Increment Allocation Redevelopment Areas (the "Cermak Corridor Project"); and

WHEREAS, The assembly of property, including the Subject Property, requires urgency to meet deadlines that will facilitate the Cermak Corridor Project, and will not be feasible without accomplishing the assembly of all property, including the Subject Property, by December 31, 2013; and

WHEREAS, Pursuant to its home rule power, the City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, The Corporation Counsel has been authorized to negotiate for the purchase of parcels contained within the 24th/Michigan Plan area and, in the event of inability to acquire same through negotiation, to institute eminent domain proceedings, including the use of "Quick-Take", to acquire such parcels; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council hereby finds, pursuant to its home rule power and the 24th/Michigan Plan, that it is useful, necessary, desirable and in the best interests of the City of Chicago to acquire the Subject Property, legally described on attached Exhibit A, for the purposes set forth herein.

SECTION 3. The authority of the Corporation Counsel to issue offers and negotiate to acquire the Subject Property, and in the event of inability to agree with the owner or owners of such property, to institute condemnation proceedings to acquire title to and possession of such property in accordance with the eminent domain laws of the State and in the manner provided by Act 30 of the Code of Civil Procedure (the "Eminent Domain Act"), including the exercise of "Quick Take" pursuant to Articles 20 and 25 of the Eminent Domain Act, is hereby ratified, provided, and confirmed.

SECTION 4. The City Council further finds that it is useful, necessary, desirable and in the best interests of the City of Chicago to utilize "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act to meet the schedule established pursuant to the 24th/Michigan Plan.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Address:

2206, 2222 and 2258 South Indiana Avenue.

Permanent Index Numbers:

17-27-102-013, -025, -026.

Legal Description:

Parcel 1:

The east half of Block 4 (except that part taken for 22nd Street and for alley) in Canal Trustees' Subdivision of the west half of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 7 in Block 1 in Superior Court Commissioner's Subdivision of the east half of Block 9 (except that part taken for alley), in Canal Trustee's Subdivision of the west half of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 1 and 2 (except that part taken for alley) in Assessor's Division of the east half of Block 18 in Canal Trustees' Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ACQUISITION OF PROPERTY AT 2207 S. MICHIGAN AVE. FOR BENEFIT OF MICHIGAN/CERMAK REDEVELOPMENT PROJECT AREA.

[O2013-4936]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 acquisition of property located at 2207 South Michigan Avenue in the Michigan/Cermak TIF 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan (the "Michigan/Cermak Plan") was approved by the City Council of the City of Chicago (the "City") on September 13, 1989, as amended March 21, 1990, and as further amended May 12, 1999, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"); and

WHEREAS, The City may, pursuant to Section 11-74.4-4(c) of the Act, and in conformance with goals and objectives of the Michigan/Cermak Plan, acquire by purchase or condemnation property reasonably necessary to achieve the objectives of the Michigan/Cermak Plan; and

WHEREAS, The Department of Housing and Economic Development has found that the present use of land and improvements to the property commonly known as [illegible] South Michigan Avenue and identified as Permanent Index Number [illegible] (the "Subject Property") are inconsistent with the City's development plans for the subject area and that acquisition of the Subject Property by the City for redevelopment would further the goals of the Michigan/Cermak Plan; and

WHEREAS, The Subject Property is located within the boundaries of the Michigan/Cermak Plan; and

WHEREAS, The City is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois and, pursuant to its home rule powers, the City established the Community Development Commission ("Commission") pursuant to Chapter 2-124 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, Under Section 2-124-070 of the Code and Section 11-74.4-4(c) of the Act, the Commission may recommend to the City Council that the City acquire by purchase or condemnation property reasonably necessary to achieve the objectives of a redevelopment plan for an area; and

WHEREAS, The Commission, by Resolution 13-CDC-[illegible], recommends that the Subject Property be acquired for redevelopment by the City in furtherance of the Michigan/Cermak Plan; and

WHEREAS, The Subject Property is a component of an acquisition plan and project to facilitate redevelopment along the Cermak Avenue corridor adjacent to the McCormick Place Convention Center, that requires property assembly within adjacent and surrounding Tax Increment Allocation Redevelopment Areas (the "Cermak Corridor Project"); and

WHEREAS, The assembly of property, including the Subject Property, requires urgency to meet deadlines that will facilitate the Cermak Corridor Project, and it will not be feasible without the assembly of all property, including the Subject Property, by December 31, 2013; and

WHEREAS, Pursuant to its home rule power, the City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, The Corporation Counsel is authorized to accept offers for the purchase of parcels located within the Michigan/Cermak Plan area and, in the event of inability to acquire the through negotiation, to institute eminent domain proceedings, including the use of "Quick-Take," to acquire such parcels; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated into this ordinance by this reference as the findings of the City Council.

SECTION 2. The City Council hereby finds, pursuant to its home rule power and the Michigan/Cermak Plan, that it is useful, necessary, desirable and in the best interests of the City of Chicago to acquire the Subject Property, legally described on attached Exhibit A, for the purposes set forth herein.

SECTION 3. The authority of the Corporation Counsel to issue offers and negotiate to acquire the Subject Property, and in the event of inability to agree with the owner or owners of such property, to institute condemnation proceedings to acquire title to and possession of such property in accordance with the eminent domain laws of the State and in the manner provided by the Act 30 of the Code of Civil Procedure (the "Eminent Domain Act"), including the exercise of "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act, is hereby ratified, provided, and confirmed.

SECTION 4. The City Council further finds that it is useful, necessary, desirable and in the best interests of the City of Chicago to utilize "Quick-Take" pursuant to Articles 20 and 25 of the Eminent Domain Act to meet the schedule established pursuant to the Michigan/Cermak Plan.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Address:

2207 South Michigan Avenue.

Permanent Index Number:

17-27-102-001.

Legal Description:

Parcel 1:

Lots 2 and 3 (except the north 4 feet of said Lot 2) in Assessors Division of the west part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The south 25 feet of the north 50 feet (except the east 10 feet taken for alley) of the southwest quarter of Block 4 in Canal Trustees Subdivision of the west half of Section 23, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ACQUISITION OF PROPERTIES AT 4808 W. WILSON AVE. AND 4825 W. LAWRENCE AVE. FOR ESTABLISHMENT OF OPERATIONAL SPACE FOR DEPARTMENT OF WATER.

[O2013-5415]

The Committee on Housing and Real Estate, submitted the following report:

CHICAGO, July 24, 2013.

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 Fleet and Facility Management authorizing the acquisition of properties located at 4808 West Wilson Avenue and 4825 West Lawrence Avenue (45th 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any provision perform any function pertaining to the City's government and affairs; and

WHEREAS, The City Council of the City of Chicago finds that it is useful, necessary, and advantageous for the City to acquire certain real property located at approximately 4808 West Wilson Avenue and 4825 West Lawrence Avenue, Chicago, Illinois and assigned Permanent Index Numbers 13-16-207-002, -003, -005, -007 and -008, by the Cook County Assessor's Office subject to final title commitment and survey (the "Property"), for municipal purposes, public ownership, and control for the establishment of operational space for the Department of Water Management and other City operational purposes; and

WHEREAS, The Commissioner of the Department of Water Management and the Commissioner of the Department of Fleet and Facility Management (the "Departments") have also determined that the acquisition of the Property is useful, desirable, and necessary for the ownership and use thereof by the City;

WHEREAS, There is funding available for the acquisition of the Property; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council of the City of Chicago.

SECTION 2. It is hereby determined, declared, and found that it is useful, desirable, and necessary that the City acquire the Property for the public ownership and control for the municipal purpose of operational space for the Department of Water Management, other City operational purposes, or other lawful municipal purposes.

SECTION 3. The Corporation Counsel and the Departments are hereby authorized to negotiate, on behalf of the City, the acquisition of the Property with the Property owner(s) subject to approval of the purchase price by the City Council of the City of Chicago.

SECTION 4. In the event that the Corporation Counsel and the Departments are unable to negotiate or come to terms with the owners of the Property as to the purchase amount, other terms of the conveyance, or in the event the owners are unable to convey clear title to such Property, or interests therein, or if the owners cannot be found, then at the request of the Departments the Corporation Counsel is authorized to institute proceedings in eminent domain to acquire said Property, or interests therein, in accordance with the laws of the State of Illinois.

SECTION 5. The Corporation Counsel and the Departments are authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

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

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

SECTION 8. This ordinance shall take effect upon its passage and approval.

LEASE AGREEMENT WITH CHICAGO BOARD OF EDUCATION FOR USE OF SPACE AT 2111 W. 47TH ST. BY CHICAGO PUBLIC LIBRARY.

[O2013-5391]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 Fleet and Facility Management authorizing the execution of a lease agreement at 2111 West 47th Street (15th 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. On behalf of the City of Chicago as tenant, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Chicago Public Library are authorized to execute a lease with the Board of Education of the City of Chicago governing the use of space located at 2111 West 47th Street by the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease Number [illegible]

This Lease is made and entered into this ____ day of ____, 2012 (the "Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate, herein referred to as "Landlord", and the City of Chicago, an Illinois municipal corporation and home rule unit of government, hereinafter referred to as "Tenant".

Recitals.

Whereas, The Public Building Commission of Chicago (the "PBC") has acquired the real property commonly known as 2111 West 47th Street, Chicago, Cook County, Illinois ("School Premises"); and

Whereas, The Public Building Commission of Chicago ("PBC") has constructed the Back of the Yards High School ("School") on the School Premises; and

Whereas, The Landlord is the beneficial owner of the School and is in possession and control of the School; and

Whereas, Tenant does not have a Chicago Public Library branch in the vicinity of the School Premises; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the space within the School Premises that shall comprise a new Chicago Public Library branch to be known as the "New Back of the Yards Library" and as depicted in Exhibit A attached hereto, for use and occupancy by the Tenant's Chicago Public Library, subject to the schedule depicted in Exhibit B; and

Whereas, The PBC is not a party to this Lease; and

Whereas, The Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant And Term.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois:

Approximately 9,000 square feet of space on the ground floor of the Back of the Yards High School located at 2111 West 47th Street, Chicago, Cook County, Illinois, part of Permanent Index Numbers 20-07-107-002 through -016, -020, -034, -036 and -037 as depicted on Exhibit A, hereinafter referred to as the "Library Premises".

The term of this Lease ("Term") shall commence on the Effective Date and shall end on June 30, 2018 unless sooner terminated as set forth in this Lease.

ARTICLE 2

Rent, Taxes And Utilities

2.1 Rent

Landlord shall not charge Tenant any Rent for its use of the space herein referred to as the Library Premises or any ancillary use of the School Premises as specifically authorized by this Lease.

2.2 Leasehold Taxes

To the extent that Tenant is not exempt from taxes or fees, Tenant shall pay when due any and all leasehold taxes or other taxes assessed for the Library Premises assessed on or after the date of occupancy and in connection with its lease of Chicago Public Library's use of the Library Premises. Tenant shall cooperate with Landlord to timely pay any leasehold or other tax issues that may arise. Tenant shall not be responsible for any taxes assessed against third parties or the Landlord's use or ownership of the School Premises or any portion thereof other than the Library Premises, subject to the terms of the Lease.

2.3 Utilities And Other Services

Landlord shall provide heat, electricity and gas utilities for the Library Premises. Tenant shall reimburse Landlord for its actual utilities costs, which as of the Effective Date are estimated to be $1.59 psf for electricity and $0.21 psf for gas (annual estimated cost of $1.80 psf or $16,200.00 total with monthly payments of $1,350.00 during the first year of the Term). Such amount may be adjusted periodically as Landlord adjusts its cost for utilities changes, but such adjustment shall not exceed Landlord's actual utilities costs. Tenant shall pay when due all charges for telephone, cable, alarm systems, internet and all other communication systems that may be charged to the Library Premises during or as a result of Tenant's occupancy of the Library Premises. Tenant shall assume full responsibility for all other telephone and communication services used or consumed in the Library Premises by or for Tenant.

Section 3.

Enjoyment Of Library Premises, Alterations And Additions, Surrender.

3.1. Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully, peaceably and quietly occupy and enjoy the Library Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

3.2. Landlord's Duty To Maintain Library Premises And Right Of Access.

Unless otherwise provided in this Lease, Landlord shall, at Landlord's sole expense, keep the Library Premises in a good, safe and sanitary condition as required by, and in accordance with, all applicable provisions of the Municipal Code of Chicago. Landlord shall have the right of access to the Library Premises for the purpose of inspecting and making repairs to the Library Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Library Premises for making repairs to any portion thereof, and shall schedule such entry so as to minimize any interference with Tenant's use of the Library Premises.

3.3. Use Of The Library Premises.

Tenant shall not use the Library Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Library Premises or to the use or manner of use of the Library Premises. Tenant shall not cause any disfigurement of or injury to the School Premises, the Library Premises, or to any fixtures or equipment thereof. Tenant agrees that in utilizing the Library Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income, or other basis prohibited by applicable law.

3.4. Alterations And Additions.

At Tenant's sole cost, Tenant shall have the right to make such alterations, additions and improvements on the Library Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and, provided, that Tenant has obtained the prior written consent of Landlord before undertaking any such alterations, additions and improvements. Landlord shall not unreasonably withhold consent.

Section 4.

Additional Obligations Of Tenant.

4.1. Nature Of Premises.

The School Premises shall be used as a high school and shall only be open to Landlord's students, staff, contractors and invitees. The Library Premises shall be a full service Chicago Public Library branch and shall be open to the public, including Landlord's students, staff, contractors and invitees.

4.2. Staffing Of Library Premises.

As a full-service library branch, Tenant shall provide staffing sufficient to meet public needs and may elect to change the staffing levels of the Library Premises in its sole discretion but consistent with the then current staffing of Library Premises and staffing plans of other Chicago Public Library branches. Landlord, in its sole discretion, may provide personnel to assist only Landlord's students and employees in the Library Premises. Such personnel will be paid by Landlord and will assist only in the Library Premises in relation to use of the amenities, resources and materials of the Library Premises but will not be permitted to collect fines, issue cards or otherwise perform the public duties of library circulation.

4.3. Landlord's Students And Employees Use Of The Library Premises.

A. Landlord will not permit any of its students to enter the Library Premises during school hours or during periods when the Library Premises are not open to the public unless such students are accompanied by teachers or teacher's aides. Tenant will provide a key to Landlord for accessing the Library Premises for this purpose as well as any other access described in this lease. Students will be able to check out materials if they can meet all standard requirements of Chicago Public Library and are able to return materials to the Library Premises.

B. Employees of Landlord shall be permitted and authorized to access the Library Premises at any time during their normal work hours to utilize the Library Premises in connection with the performance of services for Landlord and its students. During hours when the Library Premises are not open to the public, Landlord's employees may not permit access to the Library Premises for any person other than Landlord's students, employees, agents, consultants or contractors.

4.4 Collection

The collection of materials within the Library Premises (the "Collection") shall be initially inventoried at sixty percent (60%) fiction and forty percent (40%) non-fiction materials. Tenant may elect to change the contents of the Collection at any time in its sole discretion; however, at all times the Collection shall (i) help support a standard high school curriculum and (ii) be consistent with materials maintained by other Chicago Public Schools high schools. Only Tenant's staff can perform any check out of any of the materials that comprise the Collection.

Tenant further agrees to make available in its Reserve Reference section space for one copy of each textbook used in the school, such textbooks to be provided by Landlord at its sole expense. Such textbooks will not be permitted to be checked out by anyone.

4.5 Digital Learning Lab

The Library Premises shall include a digital learning computer lab space and resources as they exist in typical use within other Chicago Public Libraries of comparable size and funding.

4.6 Priority Use Of Library Premises By The School

Tenant will try to accommodate the school's request for use of the Library Premises and will be guaranteed priority access for use of the Library Premises, subject only to use requirements by the City of Chicago and for regularly scheduled events of Tenant.

4.7 Parking And Access

Landlord will designate eight (8) parking spaces in its parking lot (one of which will be a handicap accessible parking space) that will be designated for use by Tenant ("Tenant Parking Spaces"). Once the Tenant Parking Spaces are filled, employees, guests and invitees of Tenant must park elsewhere. Any vehicle in Landlord's parking lot that does not park in any of the Tenant Parking Spaces or does not have a sticker issued by the school shall be towed from the parking lot at the vehicle owner's expense.

Tenant will post signs in the Library Premises advising patrons and Tenant's employees that vehicles parked in Landlord's parking lot in other than Tenant's Parking Spaces may be towed. Tenant will provide the signage for the Tenant Parking Spaces.

Parking in Tenant Parking Spaces shall initially be made available to patrons as determined by Tenant. However, in the event that Landlord encounters difficulties or issues with patrons using the Tenant Parking Spaces, Tenant and Landlord agree that Landlord may unilaterally decide that the Tenant Parking Spaces shall be available solely for use by Tenant's employees.

4.8 Signage.

Tenant may not place any signs in the School, other than in the interior of the Library Premises, without Landlord's prior written approval.

4.9 Custodial Services.

Tenant shall provide and pay for custodial services to the Library Premises and shall at all times keep the Library Premises in a clean and orderly condition. Landlord shall not have any custodial [illegible] patrons in or about the Library Premises. Tenant shall not have any custodial obligations relative to the School Premises.

4.10 Illegal Activity.

Tenant and its agents and employees shall not perform or permit any practice that is injurious to the Library Premises or School Premises, is illegal, or increases the rate of insurance on the Library Premises or School Premises.

4.11 Hazardous Materials.

Tenant shall keep out of the Library Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair or remove any part of the Library Premises or its fixtures.

4.12 Alarm Service And Security.

Tenant acknowledges and agrees that the safety and security of the students at the school are of the highest importance and priority. Tenant shall not have any security obligations relative to the School Premises [illegible] may gain access to the interior of the school or the conduct of such [illegible] pose a risk to the safety of its students, employees, visitors and guests.

Tenant further agrees that its employees shall maintain at a minimum the security measures described on Exhibit E hereto and incorporated by reference herein. Landlord, in its sole reasonable discretion, upon thirty (30) days prior written notice to Tenant, may modify Exhibit E from time to time based upon security issues that arise in the school, Library Premises and/or community.

4.13 Extermination Services.

Tenant shall provide and pay for extermination services to the Library Premises whenever necessary.

4.14 Condition On Surrender.

Upon the termination or cancellation of this lease, Tenant shall surrender the Library Premises to the Landlord in a comparable or better condition to the condition of the Library Premises at the beginning of Tenant's use, with normal wear and tear taken into consideration.

4.15 Trade Fixtures.

Upon the termination or cancellation of this lease by lapse of time, Tenant may remove Tenant's Property (as defined hereunder), personal property, trade fixtures, and equipment. Tenant shall repair any injury or damage to the Library Premises or School Premises which may result from such removal.

4.16 Reimbursement Of Landlord's Building Engineer Costs.

Except to extent that such repairs are caused by events described in Section 4.17 below, Landlord will provide, at Landlord's expense, engineering services to Tenant during the hours when the school is in session.

In the event that a building engineer is required to be at the School to provide, engineering services for the Library Premises when the school is not in session, Tenant will reimburse Landlord for the cost of providing such services. As of the date of execution of this Agreement, the building engineer is paid a straight time hourly rate of $50.35 per hour and time and a half overtime rate of $75.52 per hour. Such hourly rates may be adjusted from time to time in an amount equal to the increase in the costs for such services. Tenant shall be responsible for building engineer costs at the overtime rate due to the Library Premises being open on Saturdays. Landlord shall submit an invoice detailing such amounts to Tenant. Within forty-five (45) days of receipt of such invoice, Tenant shall provide Landlord with such payment.

4.17 Repairs For Tenant Negligence, Vandalism, Or Misuse.

Tenant shall assume all responsibility for any repairs to the Library Premises or School Premises necessitated by the negligence, vandalism, or misuse of the Library Premises or equipment therein by Tenant's employees, invitees, guests, agents, or contractors, but not by school's students. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers approved by Landlord and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform such repairs subject to full reimbursement from Tenant to Landlord of all costs associated with such repairs excluding any overhead and/or profit (unless such amount is included in any costs for repairs provided by someone other than Landlord's employee). Any repairs to the Library Premises or School Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Notwithstanding the foregoing, Landlord may undertake such repairs to the Library Premises or School Premises subject to reimbursement by Tenant without Tenant's prior approval in the event of emergencies where further delay would damage either the Library Premises or the School Premises.

4.18 Tenant Payments To Landlord.

Landlord will invoice Tenant for amounts owed to Landlord in connection with this lease. Tenant will pay each invoice in full within forty-five (45) days of receipt of invoice. Landlord will advise Tenant where such payments should be sent.

If services were provided by a third party, Landlord will forward invoices for such services to Tenant and Tenant will promptly pay such amounts.

Section 5.

Additional Landlord Responsibilities.

5.1 Maintenance.

Except as provided in Section 4.17 above, as part of Landlord's obligations, Landlord shall provide, at Landlord's expense, engineering services for the Library Premises during regular hours of the school. Engineering services as used herein shall refer strictly to services for the maintenance and repair of the physical plant that services the Library Premises.

5.2 Snow Removal.

When there is a snowfall accumulation of two inches or more, Landlord shall provide and pay for removal of snow and ice from sidewalks which immediately abut the Library Premises and to the parking lot that services the Library Premises.

5.3 Landscaping.

Landlord shall provide and pay for any landscaping services that may be required to the physical grounds which immediately abut the Library Premises.

5.4 Garbage Pick-Up And Scavenger Service.

Landlord shall provide garbage removal service and scavenger service to the Library Premises.

5.5 Heating.

Landlord shall provide and pay for heat to the Library Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain the heating plant and equipment that services the Library Premises in good operable condition. The utilities cost for heating shall be included in the Utilities Charge.

5.6 Air Conditioning.

Landlord shall provide and pay for air conditioning to the Library Premises whenever air conditioning shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain the air conditioning plant and equipment in good operable condition. The utilities cost for air conditioning shall be included in the Utilities Charge.

Section 6.

Assignment, Liens, Insurance And Indemnification.

6.1 Assignment.

Tenant shall not assign this Lease in whole or in part, or sublet the Library Premises or any part thereof without the prior written consent of Landlord in each instance.

6.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Library Premises and/or the School Premises.

6.3 Tenant's Self-Insurance.

Tenant is self-insured and will provide Landlord with a letter executed by an authorized official evidencing that Tenant is self-insured. This letter shall be delivered to Landlord when the Lease is executed.

6.4 Mutual Indemnification.

Tenant and Landlord shall indemnify and hold each other harmless against all liabilities judgment, costs, damages and expenses that may accrue against, be charged to, or be recovered from either party by reason of any negligent performance or willful misconduct or failure to perform any of their obligations under the lease.

Section 7.

Equipment, Computers, Furniture And Telephones.

7.1 Tenant's Equipment, Computers And Furniture.

As part of the construction of the Library Premises, Tenant shall provide, at Tenant's expense, certain equipment, computers and furniture to be used in the Library Premises (collectively, "Tenant's Property"). A summary of Tenant's Property is attached hereto as Exhibit C. Tenant shall assume responsibility for any maintenance, repairs or replacement of Tenant's Property unless such repair or replacement is required as a result of Landlord's negligence, damage, misuse or vandalism.

7.2 Landlord's Equipment, Computers And Furniture.

As part of the construction of the Library Premises, Landlord shall provide, at Landlord's expense, certain equipment, computers and furniture to be used in the Library Premises (collectively, "Landlord's Property"). A summary of Landlord's Property is attached hereto as Exhibit D. Landlord shall assume responsibility for any maintenance, repairs or replacement of Landlord's Property unless such repair or replacement is required as a result of Tenant's negligence, damage, misuse or vandalism.

7.3 Internet.

Tenant and Landlord shall maintain separate and distinct internet/Wi-Fi systems. Tenant shall take all reasonable actions requested by Landlord to prevent the [illegible] of Tenant's wireless [illegible] beyond the Library Premises. In the event Landlord [illegible] its [illegible], Tenant shall promptly take all reasonable actions to [illegible] such [illegible].

7.4 Coordination Of Services.

Landlord and Tenant shall cooperate in all matters impacting any operations within the School Premises and in all matters impacting any operations within the Library Premises.

Section 7

Holding Over

Any holding over by Tenant shall be construed to be a tenancy from month to month only, beginning on July 1, 2015. During such holding over, all provisions of this Lease shall remain in full force and effect.

Section 8

Defaults

8.1 Events Of Default.

Events of default ("Events of Default") include, but are not limited to, the following:

A. Breach of any agreement, covenant, representation or warranty made by Tenant in this Lease.

B. Failure of Tenant to perform in accordance with or comply with the terms and conditions of this Lease, including, but not limited to, the following:

i. Action or failure to act which affects the safety and/or welfare of individuals in or about the School Premises and/or Library Premises.

ii. Failure to maintain the Library Premises in a manner satisfactory to Landlord.

iii. Failure to make timely payments of amounts owed to Landlord within three (3) business days of written notice from Landlord that same is past due.

iv. Tenant fails to cure a non-monetary default within ten (10) days after written notice thereof by Landlord, and such default being not curable within ten (10) days, then provided that Tenant commences such cure within such period and diligently and continuously prosecutes the cure for same, then within any additional time granted by Landlord, not to exceed thirty (30) days to cure such default.

8.2 Landlord's Right To Cure Defaults.

If Tenant fails to cure a default within the period required in this Lease, Landlord may, but shall not be obligated to, at any time without further notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees and expenses, shall be payable by Tenant within ten (10) days of Tenant's receipt of an invoice detailing such costs and expenses.

9.3 Effect Of Waivers Of Default.

No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10.

[illegible]

10.1 Conflict Of Interest.

No official or employee of the Tenant, nor any member of any board, commission or agency of the Tenant, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code) either direct or indirect, in the Leased Premises. Nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any Tenant governmental decision or action with respect to this Lease.

10.2 Duty To Comply With Governmental Ethics Ordinance.

Tenant and Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any Tenant contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the Tenant.

10.3 Landlord's Inspector General.

Tenant and Landlord acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of Landlord has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10.4 Landlord Conflicts; Indebtedness; Ethics.

This Lease shall not be legally binding on Landlord if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office. Landlord's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of this Lease. Landlord's Board of Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of this Lease.

Article XI.

Miscellaneous.

11.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Chicago Public Library
Attention: Commissioner's Office
400 South State Street, 10th Floor
Chicago, Illinois 60605

with a copy to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice. All notices, demands and requests to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Board of Education of the City of Chicago
Department of Real Estate
125 South Clark Street, 16th Floor
Chicago, Illinois 60603

With a copy to:

Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel

or at such other place as any party may from time to time designate by written notice.

Any notice, demand or request which shall be served upon any party in the manner aforesaid shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

11.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

11.3 Governing Law.

This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to the principles of conflicts of law thereof. In the event of a lawsuit related to this Lease, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

11.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

11.6. Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties and their legal representatives, heirs, successors, and assigns.

11.7. Time Is Of The Essence.

Time is of the essence of this Lease and of each and every provision hereof.

11.8. No Principal/Agent Or Partnership Relationship.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

11.9. Authorization To Execute Lease.

The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Tenant and Landlord respectively and that by their execution of this Lease, it became the binding obligation of Tenant and Landlord respectively, subject to no contingencies or conditions except as specifically provided herein.

11.10. Termination Of Lease.

Tenant and Landlord shall have the right to terminate this Lease for any reason without penalty any time after January 1, 2014 by providing each other with one hundred twenty (120) days prior written notice.

11.11. Force Majeure.

When a period of time is provided in this Lease for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in such event the time period shall be extended for the amount of time the Party is so delayed.

11.12. Amendments.

This Lease may be amended in writing signed by Landlord and Tenant. Such amendments to Lease may take effect upon execution by both Parties. Upon execution of such amendment, it shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

11.13. No Other Rights.

This Lease does not give Tenant any other right with respect to the Library Premises or the Subject Premises.

11.14. No Personal Liability.

No elected or appointed official or member or employee or agent of the Tenant or Landlord shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

11.15. Further Assurance.

The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Lease.

11.16. No Implied Waivers.

No waiver by either Party of any breach of any provision of this Lease shall be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Lease. No notice to, or demand on, either Party in any case shall, in itself, entitle that Party to any further notice or demand in similar or other circumstances.

11.17. Parties In Interest/No Third Party Beneficiaries.

This Lease shall be binding upon the Parties and their respective successors and permitted assigns, and inures to the benefit of the Parties and their respective successors and permitted assigns. This Lease shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Lease should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Lease, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

11.18 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.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

City of Chicago, an Illinois municipal corporation
and home rule unit of government:

Department of Fleet and Facility Management

By: ______________________________
Commissioner

Date signed: __________________, 2013

Chicago Public Library

By: ______________________________
Commissioner

Date signed: __________________, 2013

Chicago Public Library Board of Directors

By: ______________________________
President

Date signed: __________________, 2013

Approved as to Form and Legality:

By: The Department of Law

By: ______________________________
Deputy Corporation Counsel --
Real Estate Division

Board of Education of the City of Chicago,
a body politic and corporate

By: ______________________________
Liza Balistreri,
Director of Real Estate

Date signed: ____________________, 2013

COO Report Number: 12-1207-COO1

Approved as to Legal Form:

By: ______________________________
James Bebley,
General Counsel

[Exhibits "A", "C" and "D" referred to in this Lease Agreement with Board of Education of Chicago unavailable at time of printing.]

Exhibits "B" and "E" referred to in this Lease Agreement with Board of Education read as follows:

Exhibit "B".

(To Lease Agreement With Board Of Education Of Chicago)

Tenant's Schedule Of Use.*

Monday	10:00 A.M. -- 6:00 P.M.
Tuesday	12:00 P.M. -- 8:00 P.M.
Wednesday	10:00 A.M. -- 6:00 P.M.
Thursday	12:00 P.M. -- 8:00 P.M.
Friday	9:00 A.M. -- 5:00 P.M.
Saturday	9:00 A.M. -- 5:00 P.M.**

The School and the New Back of the Yards Library will be closed the following holidays:

Martin Luther King Day

Lincoln's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

New Years Day

** These hours will incur overtime charges weekly.

Exhibit [illegible]
(To Lease Agreement With Board Of Education Of City Of Chicago)

Security.

Tenant agrees to maintain at a minimum the following security measures:

1. The door that is on the common wall on the first floor between the School Premises and Library Premises will be secured at all times and only accessible to patrons, staff, contractors & guests desiring to enter or exit the Library Premises.

2. At all times that the Library Premises are open to the public, Tenant will cause there to be on-site security guard coverage in the Library Premises at Tenant's expense; there will be no gaps in coverage due to lunch breaks, breaks or shift changes. In the event that a scheduled security guard fails to report to work, Tenant will immediately arrange to have another licensed guard to have continuous security coverage as well as [illegible] all security guard coverage in the Library Premises.

3. Approximately 15 cameras will be located throughout the Library Premises. The servers that support the camera system will be located in the main electrical/IT room located in the School. The camera system will be partitioned to allow Landlord to have sole access to their security cameras and for Tenant to have sole access to their security cameras. Upon written request from Tenant, Landlord will furnish copies of video footage to Tenant.

4. A metal detector will be located at the front main entrance of the Library Premises. In the event that Landlord determines/requires that the location of the metal detector be moved to a location other than the front main entrance, such move will be paid for by Landlord.

5. All exit doors from the Library Premises will have an alarm that will activate when door is opened.

6. Tenant will install a separate security alarm system for the Library Premises, paid for and maintained by Tenant. All exit doors from the Library Premises will be equipped and windows will be protected by [illegible] sensors. Any doors from the Library Premises that provide access to the School will have [illegible] contacts and [illegible] notification to both Landlord and Tenant.

Prior to the opening of the Library Premises to the public, Tenant and Landlord will develop a shared facilities training/meeting for security guards and staff addressing critical issues, including safety response, evacuation drills, procedures in the event of an activation of the metal detector and emergency plans.

LEASE AGREEMENT WITH IRVING STERLING VENTURE LLC FOR USE OF PROPERTY LOCATED AT 3548 W. IRVING PARK RD. BY CHICAGO PUBLIC LIBRARY.

[O2013-5392]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 Fleet and Facility Management authorizing the execution of a lease agreement at 3548 West Irving Park Road by the Chicago Public Library (35th 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a lease with Irving Sterling Venture LLC, governing the City's use of property located at 3548 West Irving Park Road by the Chicago Public Library; such lease to be approved by the Commissioner of the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. The ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease No. 19007.

This lease is made and entered as of the ____ day of __________ 2013, by and between Irving Sterling Venture LLC, an Illinois limited liability company ("Irving"), Chicago Title Land Trust Company not personally but solely as Trustee under a Trust Agreement dated March 28, 2005 and known as Trust Number 132968 ("Land Trust") and the City of Chicago, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Tenant" or "City").

Recitals.

Whereas, Land Trust is the owner of the premises more commonly known as 3548 West Irving Park Road, Chicago, Cook County, Illinois; and

Whereas, Irving is the beneficiary of Land Trust; and

Whereas, Irving and Land Trust are collectively referred to in this lease as "Landlord"; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 8,888 square feet of ground floor space located at 3548 West Irving Park Road, Chicago, Illinois, to be used as the Independence Branch of the Chicago Public Library;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> approximately 5,665 square feet of ground floor space located at 3548 West Irving Park Road, Chicago, Illinois, to be used as the Independence Branch of the Chicago Public Library (the "Premises"). The location of the Premises is cross-hatched in black on the drawing attached hereto and made a part hereof as Exhibit A. The Permanent Real Estate Tax Index Numbers for the real estate in which the Premises is located as assigned by the Cook County Assessor's Office are 13-14-426-031-0000 and 13-14-426-032-0000 (the "PIN").

Section 2.

Term.

The term of this Lease ("Term") shall commence on July 1, 2013 ("Commencement Date") and shall end on December 31, 2016 unless sooner terminated as set forth in this Lease.

Section 3.

Rent, Taxes, And Utilities.

3.1. Base Rent.

Tenant shall pay monthly Base Rent for the Premises in the amount of:

(a) Seven Thousand Seven Hundred and no/100 Dollars ($7,700.00) per month for the period beginning on July 1, 2013 and ending on December 31, 2013.

(b) Eight Thousand One Hundred Ninety-six and 47/100 Dollars ($8,196.47) per month for the period beginning on January 1, 2014 and ending on December 31, 2014;

(c) Eight Thousand Two Hundred Seventy-four and 45/100 Dollars ($8,274.45) per month for the period beginning on January 1, 2015 and ending on December 31, 2015; and

(d) Eight Thousand Three Hundred Sixty-nine and 21/100 Dollars ($8,369.21) per month for the period beginning on January 1, 2016 and ending on December 31, 2016.

Rent shall be paid monthly in advance to Irving Sterling Venture LLC at 2401 West Peterson Avenue, Chicago, Illinois 60659, or at such place and to such payee as Landlord may from time to time designate in writing to Tenant.

3.2 Taxes And Other Levies.

Subject to Tenant's reimbursement obligations as outlined below in Paragraph 3.3(c), Landlord shall pay when due all real estate taxes, special assessments and other levies assessed by government authorities against the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.3 Reimbursement Of Costs.

In addition to the base rent set forth in Paragraph 3.1 above of this Lease, Tenant shall pay to Landlord upon Landlord's request from time to time after the commencement of the Term of this Lease:

(a) Thirty-two percent (32%) of the amount paid by Landlord for cleaning, lighting, and snow plowing the sidewalk around the Premises, if any, as well as the adjoining parking areas;

(b) One hundred percent (100%) of the amount paid by Landlord to the City of Chicago and/or any other authority for water and sewer services supplied to the Premises as measured by the submeter on the Premises;

(c) Thirty-two percent (32%) of the amount by which the real estate taxes levied or assessed for each calendar year, partly or wholly within the Term of this Lease, against the shopping center in which the Premises is located exceed the real estate taxes for such shopping center for the calendar year 2004, payable in 2005; except, that in the event Tenant or Landlord terminates this Lease pursuant to Paragraph 2.3 or Paragraph 10.1(c) of this Lease, such amount owed for the calendar year in which the termination of this Lease occurs shall be prorated based on the number of months during the year in which the termination occurred.

Each request by Landlord for a payment pursuant to the foregoing provisions of this Section 3.3 shall be accompanied by reasonable documentation to support the payment requested by Landlord. Reimbursement of any request by Landlord for real estate tax reimbursement pursuant to the foregoing subparagraph (c) with respect to any year after 1994 shall be made by Landlord to Tenant within ninety (90) days after the payment by Landlord of the second installment real estate taxes for the Premises for such year after 1994.

3.4. Utilities.

Tenant shall pay when due all charges for electricity, natural gas, heat, power, telephone or other communication services or all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, And Surrender.

4.1. Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that at the time possession of the Premises was tendered by Landlord to Tenant pursuant to the Original Lease (as defined below), the Premises were in compliance with all laws, ordinances and regulations of all federal, state and municipal governmental authority which were applicable to the Premises at the time possession of the Premises was so tendered from Landlord to Tenant. "Original Lease" means that certain Lease dated February 1, 1994 by and between [illegible] Property Associates, L.P., American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Number [illegible] and the City of Chicago.

4.2. Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3. Landlord's Duty To Maintain Premises And Right Of Access.

If Landlord shall fail to perform any of Landlord's obligations under Section 11 of this Lease within ten (10) business days after written notice of such failure is given by Tenant to Landlord, unless such obligation cannot be remedied within such ten (10) business days and Landlord shall have commenced and is diligently pursuing all necessary action to perform such obligation, Tenant is then authorized to perform such obligation which Landlord has

Tenant to perform and complete all promptly and within ten (10) business days of demand made upon Tenant for the reasonable cost thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and performing such obligations, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize to the extent reasonably practicable any interference with Tenant's use of the Premises.

4.4. Use Of The Premises.

Tenant shall use the Premises as the Independence Branch of the Chicago Public Library. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants: (a) not to do or suffer any waste or damage, (b) to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, and (c) not to perform or permit disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5. Alterations And Additions.

Tenant shall have the right to make such alterations, additions, and improvements to the Premises at Tenant's cost and expense as Tenant shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable laws and shall not be structural in nature. In addition, Tenant must secure Landlord's prior written consent with respect to said alterations, additions, and improvements prior to performing any of said alterations, additions and improvements.

Article 5.

Assignment, Sublease And Liens.

5.1. Assignment And Sublease.

Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent to any such subletting or assignment.

5.2. Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 5

Insurance And Additional Services.

5.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the insurance coverages and requirements specified below.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois covering all Landlord's employees and Employer's Liability coverage with limits of not less than $100,000 for each accident or illness in connection with work performed by Landlord.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, for bodily injury, personal injury and property damage liability. The City of Chicago is to be named as additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed by Landlord, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage caused by such vehicles.

(d) Property Insurance.

Property insurance coverage shall be maintained by the Landlord for full replacement value covering the building in which the Premises is located to protect against loss, damage to or destruction of such building.

The Landlord shall be responsible for all loss or damage to personal property, including but not limited to materials, equipment, tools and supplies, owned or rented by the Landlord.

8.2 Other Terms Of Insurance.

Within 30 days after receipt of a written request from Tenant, the Landlord shall furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, a Certificate of Insurance evidencing the required coverage to be in force on the date of this Lease. The Landlord shall submit evidence of insurance prior to the commencement of the Term. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease.

The insurance shall provide that should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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

The Landlord agrees that Landlord shall waive the right of subrogation against the City of Chicago.

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

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the Lease.

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

8.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this Lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such an extent that Tenant cannot continue to occupy or conduct its normal business therein, and if such damage or destruction is not repaired by Landlord or Tenant within ninety (90) days after the occurrence of such damage or destruction, then Tenant or Landlord shall have the option within said ninety (90) days after the occurrence of such damage or destruction to declare this Lease terminated as of the date of such damage or destruction by giving the other thirty (30) days written notice to such effect. If Tenant or Landlord exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. In any event, rent payable by Tenant under this Lease shall abate during the period the Premises are rendered untenantable by fire or damage or destruction in proportion to the number of square feet of the space in the Premises that are untenantable as the result of such fire or other casualty.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9

Holding Over

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only, beginning on the date the Term ends and the base monthly rent shall be at the same rate as set forth in Section 3.1 (a) of this Lease. During any such holdover period, Tenant shall also be responsible for the Rent Adjustment of Costs as set forth in Section 3.2 of this Lease and any other amounts payable by Tenant under this Lease.

Section 10

Miscellaneous

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Irving [illegible] Venture LLC
[illegible] West [illegible] Avenue
Chicago, Illinois 60659-3945
Attention: Mr. [illegible]

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Illinois without regard to conflicts of law principles.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Landlord and Tenant.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this Lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties signing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their signing of this lease it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Each of Tenant and Landlord shall have the right to prematurely end the Term by providing the other party to this lease with one hundred eighty (180) days prior written notice any time after December 31, 2014. Such early termination shall be without prepayment or penalty.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 No Broker.

Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises (other than Frank M. Friedman), (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that, except for Frank M. Friedman, no broker or finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this Lease. Landlord hereby discloses to Tenant that Frank M. Friedman has a financial interest in Landlord and is a licensed Illinois real estate broker, and is not claiming any commission as a result of this Lease.

10.14 Prior Lease.

Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premises under a lease dated November 29, 2007 (the "Prior Lease"). Since the expiration of the Prior Lease on December 31, 2011, Tenant has continued to occupy the Premises under the terms of the Prior Lease and paid base rent in the amount of $[illegible] per month plus other reimbursable costs. Landlord and Tenant each acknowledge and agree that except for certain reimbursements for water and sewer, 2012 real estate taxes (payable in 2013) and 2013 real estate taxes (payable in 2014) owed and payable from Tenant to Landlord as of May 1, 2013, (i) the other party to the Prior Lease has performed all such party's obligations under the Prior Lease and (ii) neither party has any claims against the other with respect to the Prior Lease.

SECTION 11.

Additional Responsibilities Of Landlord.

11.1 Landlord's Responsibilities.

Landlord shall perform the following (subject to the provisions of Section 11.2 of this Lease):

(a) Provide water to the Premises.

(b) Provide any required maintenance to the foundation and brick portions (other than doors and windows) of the exterior masonry structural walls of the Premises and repair any leaks in the roof of the Premises; and

(c) Clean the sidewalk in front of the Premises to the same extent that Landlord provides such service to the other tenants in the shopping center in which the Premises are located.

11.2 Landlord's Additional Responsibilities.

In addition to the responsibilities expressed above, Landlord shall also perform the following (subject to the provisions of Paragraph 11.3 of this Lease):

(a) Within ninety (90) days following receipt of a written request from Tenant, Landlord shall, on a one time basis, shall paint the [illegible] of [illegible] walls [illegible] in the Premises in a standard Behr paint color selected by Tenant. Tenant acknowledges and agrees that such painting work shall be performed by employees of an affiliate of Landlord and on days and at hours selected by Landlord between 8:00 A.M. and 4:00 P.M. on Landlord's standard business days. Tenant acknowledges and agrees that Landlord shall only be required to perform such painting work if Tenant delivers keys to the Premises to Landlord, Tenant closes the Premises to the public for all hours during which Landlord is performing painting work in the Premises, and Tenant removes all furniture and other personal property from the rooms in the Premises to be painted by Landlord.

(b) Replace ceiling tiles on an as-needed basis in the front window area along the south wall of the Premises as requested in writing by Tenant to the extent such replacement is needed as a result of leaks in the roof.

11.3 Qualifications.

Notwithstanding anything to the contrary set forth in the preceding Paragraphs 11.1 and 11.2 of this Lease:

(a) Landlord shall only be required to perform any of Landlord's obligations pursuant to the preceding Paragraphs 11.1 and 11.2 of this Lease within a reasonable period of time (considering Acts of God and other occurrences beyond Landlord's control) after Landlord receives from Tenant written notice identifying the need for the performance of such obligation;

(b) Landlord shall only be required to perform such exterior obligations to the extent weather conditions are conducive for the performance of such obligation;

(c) Landlord shall only be required to perform such obligation if the need for the performance of such obligation is not caused by any act or neglect of Tenant or any of Tenant's employees, contractors, agents, representatives, invitees or any person or entity holding by, through or under Tenant; and

(d) Landlord shall not be liable to Tenant for any damage to any property of Tenant or for any loss of business or use of the Premises caused by any leak in the roof of the Premises or the need for the performance by Landlord of any obligation.

Section 12.

Additional Responsibilities Of Tenant.

12.1. Tenant's Responsibilities.

Tenant, at Tenant's cost and expense, shall, at all times during the Term of this Lease:

(a) Replace any broken glass on or about the Premises, including glass in any doors and windows, provided that said damage was not caused by Landlord or Landlord's employees or attributable to Landlord's negligence or Landlord's employees' negligence.

(b) Provide nightly custodial services for the Premises, which shall be construed as cleaning, scavenger, restroom, water, window and floor washing, emptying waste-can baskets, replacement of lightbulbs and fuses and cleaning ballasts and sweeping of any kind.

(c) Maintain and keep in operating condition the Premises and all parts thereof, including without limitation, the heating, air-conditioning, lighting, electrical, plumbing and other equipment, fixtures, pipes, and all systems in or to the Premises, except for Landlord's obligations under Section 11 of this Lease.

(d) Upon the termination of this Lease, surrender the Premises to Landlord in a condition consistent with that existing at the Premises at the commencement of the Term of the Original Lease, with normal wear and tear taken into consideration.

(e) Allow Landlord to place upon the Premises rental signs each not to exceed two feet square in size.

(f) Provide security alarm service, if determined to be necessary by Tenant.

(g) Not perform any act or carry on any practice that may damage the Premises or otherwise be injurious to the Premises or neighborhood, or be disturbing to other tenants, or be noisy, or increase the rate of insurance on the Premises; and

(h) Keep and use the Premises in accordance with all applicable health and safety laws, comply with reasonable requirements of Landlord's fire insurance carrier(s) and not destroy, deface damage, repair, or remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain any smoke detectors in the Premises in accordance with applicable law.

SECTION 12

MISCELLANEOUS

12.1 Lease Supremacy.

Landlord and Tenant acknowledge that except as expressly set forth in this Lease, this Lease supersedes any prior leases for the Premises between Tenant and Landlord or Landlord's predecessor in interest. Except as expressly set forth in this Lease, the prior leases are null and void and of no further force or effect.

12.2 Non-Disturbance And Attornment Agreement.

In the event that the Premises are subject to a mortgage as of the date of this Lease, a non-disturbance and attornment agreement will be obtained from any mortgagee(s) at that time.

12.3 Closure Of Library.

Landlord (at Landlord's sole option) may (but shall not be obligated to) perform maintenance and/or other work from time to time during the Term of this Lease to the first floor masonry wall of the building in which the Premises is located. If Landlord delivers two weeks prior written notice to Tenant requesting that Tenant close the library during the period in which Landlord is performing such work, Tenant (at Tenant's cost and expense) shall close the library during such period. If Landlord so notifies Tenant in writing that Landlord is requesting Tenant to so close the library, the base rent payable under this Lease shall abate during such period that Landlord requires Tenant to so close.

12.4 Tenant's Obligations.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall perform all of Tenant's obligations under the Prior Lease accruing through the Commencement Date, including, without limitation, paying to Landlord all rent and Tenant's share of common area maintenance charges, water and sewer fees and real estate taxes for the calendar year 2012 payable in 2013 and the calendar year 2013 payable in 2014.

Section 14.

Disclosures And Representations.

14.1. Business Relationships.

Landlord acknowledges that it has received a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, 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 (ii) notwithstanding anything to the contrary contained in this Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

14.2. Patriot Act Certification.

Landlord represents and warrants that neither Landlord nor, to the best of Landlord's knowledge, any Affiliate thereof 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 laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3. Prohibition On Certain Contributions -- Mayoral Executive Order No. 2011-4.

Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("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 Subowners and spouses and domestic partners and the Affiliates (all the above-described 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 lease by Landlord, (ii) while this lease or any Other Contract (as hereinafter defined) is executory, (iii) during the Term of this lease or any Other Contract, or (iv) during any period while an extension of this lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order Number 2011-4.

Landlord represents and warrants that to the best of Landlord's knowledge from the later of (a) May 16, 2011, or (b) the date the City approached Landlord or the date Landlord approached the City, as applicable, regarding the formulation of this lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this lease or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this lease, 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 lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

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

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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) 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.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

14.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its Contractors and its subcontractors performing the subject matter of this Lease ("Subcontractors"), have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code and Waste Sections. During the period while this Lease is executory, Landlord's, any general Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City to all remedies under this Lease, at law or in equity. This section does not limit Landlord's, its general Contractors' and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Landlord's eligibility for future contract awards.

14.5 Failure To Maintain Eligibility To Do Business With City.

Failure by Landlord 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 this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

14.6 Cooperation With Office Of Inspector General And Legislative Inspector General.

It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and require their compliance through the inclusion of a reference to Chapters 2-55 and 2-56 in any agreement between Landlord and its Contractors and Subcontractors.

14.7 Shakman Prohibitions.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire an individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by City or City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employment relationship of any kind between the City and any personnel provided by Landlord.

(iii) Landlord will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Landlord by a City employee or City official in violation of Section 14.2(ii) above, or advocating a violation of Section 14.2(iii) above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Lease.

In Witness Whereof, The parties have executed this Lease as of the day and year first written above.

Landlord:

Irving Sterling Venture, LLC
an Illinois limited liability company

By: [illegible] Properties, LLC, an Illinois limited
liability company, its manager

By:
[illegible]
Manager of [illegible] Properties, LLC

Chicago Title Land Trust Company not personally
but solely as Trustee under a Trust Agreement
dated March 28, 2005 and known as Trust
Number 132968

By: ______________________________

Title: ______________________________

Tenant:

City of Chicago,
an Illinois municipal corporation and
home rule unit of government

By: The Department of Fleet and Facility Management

By: ______________________________
Commissioner

Approved: The Chicago Public Library

By: ______________________________
Commissioner

Approved: The Chicago Public Library
Board of Directors

By: ______________________________
President

Approved as to Form and Legality:

By: The Department of Law

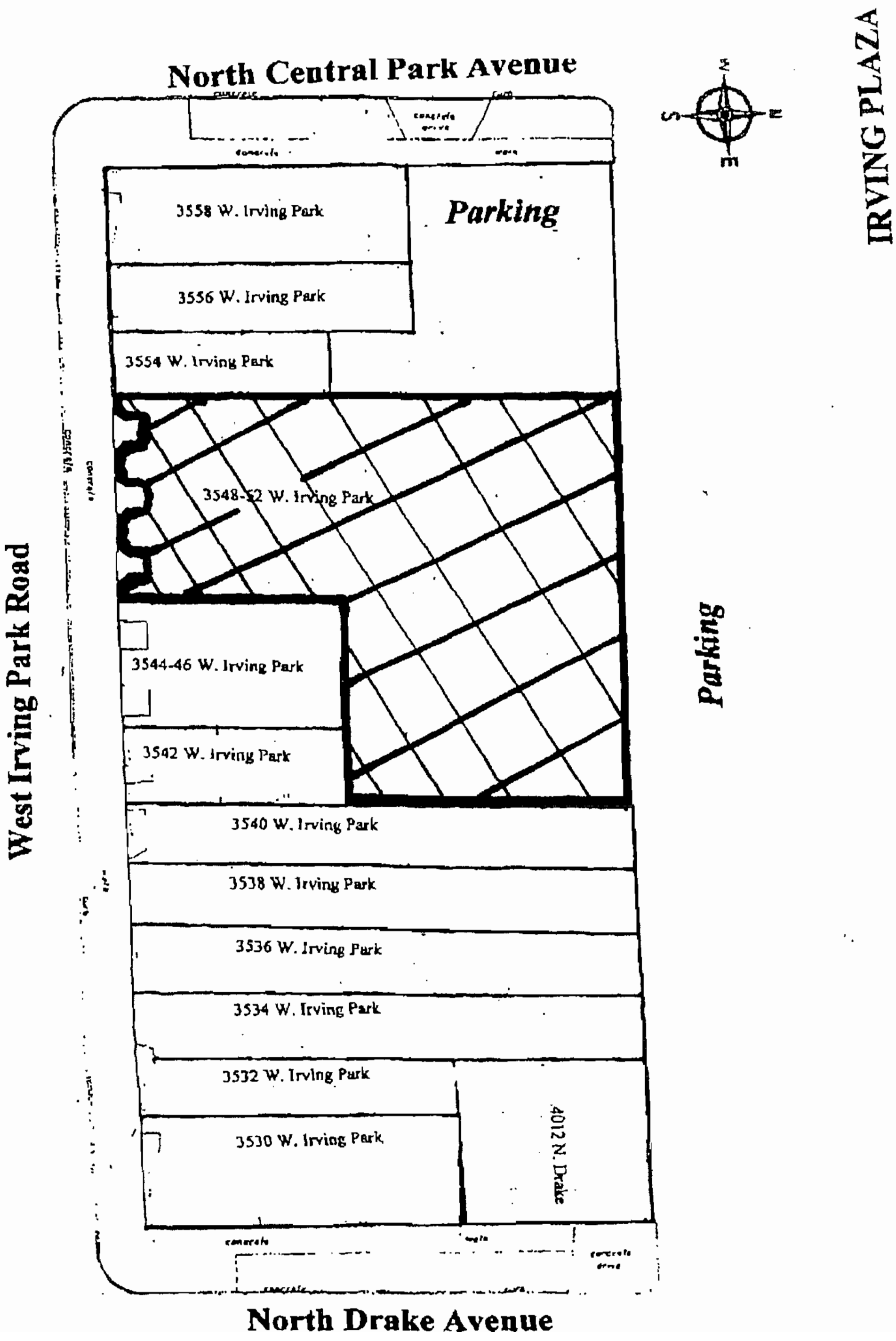
By: ______________________________
Deputy Corporation Counsel,
Real Estate Division

[Exhibit "A" referred to in this Lease Agreement with Irving Sterling Venture LLC printed on page 58018 of this *Journal*.]

Exhibit "A".

(To Lease Agreement With Irving Sterling Venture LLC)

The Premises.


North Central Park Avenue
IRVING PLAZA
N
S
E
W
3558 W. Irving Park
Parking
3556 W. Irving Park
3554 W. Irving Park
3548-52 W. Irving Park
West Irving Park Road
3544-46 W. Irving Park
Parking
3542 W. Irving Park
3540 W. Irving Park
3538 W. Irving Park
3536 W. Irving Park
3534 W. Irving Park
3532 W. Irving Park
3530 W. Irving Park
4012 N. Drake
North Drake Avenue

LEASE AGREEMENT WITH THE THRESHOLDS FOR USE OF CITY-OWNED OFFICE SPACE AND PARKING LOT AT 6337 S. WOODLAWN AVE.

[O2013-5390]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 24, 2013.

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 Fleet and Facility Management authorizing the execution of a lease agreement at 6337 South Woodlawn Avenue (20th 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 unanimous 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. On behalf of the City of Chicago as landlord, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Public Health are authorized to execute a lease with The Thresholds, as tenant governing the use of space located at 6337 South Woodlawn Avenue; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

Lease No. 20298.

This lease is made and entered into this _______ day of _______________, 2013 (the"Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government (herein referred to as "Landlord" or "City") and The Thresholds, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the building located at 6337 South Woodlawn Avenue more commonly known as the Woodlawn Neighborhood Health Clinic (the "Building"); and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 1,420 square feet of office space (the "Premises") located on the north portion of the Building as depicted on Exhibit A attached hereto and made a part hereof together with non-exclusive access to an adjoining parking lot located immediately to the east of the Building to be used by Tenant as provided herein; and

Whereas, Landlord is not presently utilizing the Premises;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1

Grant

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described Premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> approximately 1,472 square feet of office space located at [illegible] South Western Avenue together with access to an adjoining parking lot in Chicago, Illinois (part of [illegible]

Section 2

Term

2.1 Term.

The term of this Lease ("Term") shall commence on the Effective Date and shall terminate on December 31, 2018, unless sooner terminated as set forth in this Lease.

Section 3

Rent, Taxes, Assessments

3.1 Rent.

Tenant shall pay as Base Rent to Landlord for use of the Premises in the amount of:

> One and no/100 Dollars ($1.00) for the entire Term, the receipt and sufficiency of which is acknowledged by both Parties.

3.2 Operating Costs.

Tenant shall not be liable for any Operating Costs (as defined below) for its use of the Premises. Operating Costs are Landlord's costs to operate the Building and the Premises, and include:

f. Calculation Of Operating Costs.

Tenant shall pay to Landlord Operating Costs incurred by Landlord with regards to Tenant's proportionate use of the Building (the "Proportionate Use"). This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building is comprised of approximately 13,675 square feet and the Premises are comprised of approximately 1,420 square feet, or 10.39 percent of the building's total square footage. Operating Costs shall be based on Tenant's 10.39 percent Proportionate Use of the building. Operating Costs shall include: (i) utilities including but not limited to gas, electricity, and water; (ii) landscaping; (iii) mechanical supplies and repairs; and (iv) Tenant's applicable share of other reasonable costs incurred by Landlord in operating the Building, excluding any capital improvements that may be required. For 2015, Tenant's Operating Costs are estimated to be ___ and Tenant shall monthly pay $490.29 per month (subject to subsequent actual reconciliation which may serve to increase or decrease these initial estimated Operating Costs). The initial estimated monthly Operating Costs are set forth in Exhibit D, attached hereto and made a part hereof, and are subject to future accounting and adjustments. Tenant shall provide for Tenant's own security services and janitorial services. Tenant may elect to arrange for these services directly through the other occupant of the Building, Cook County.

g. Reimbursement Procedure.

Operating Costs shall be paid to Landlord at the City of Chicago, Department of Finance, Accounts for Collection, City Hall, 121 North LaSalle Street, Room 107, Chicago, Illinois 60602, or at such other place as Landlord may from time to time designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Costs on a monthly basis. In the event that Tenant does not receive invoices from Landlord, Tenant shall contact Landlord and request such invoices. Landlord's failure to invoice Tenant for Operating Costs or other expenses does not constitute a waiver by Landlord for payment of any charges due hereunder.

5.3 Utilities.

Landlord shall pay for gas, electricity, and water supplied to the building. Tenant shall pay when due all charges for any data, cable, telephone or other communication services provided to the Premises for Tenant's use.

5.4 Taxes.

In the event that any leasehold taxes are ever assessed against the Premises as a result of Tenant's tenancy, Tenant shall pay when due any leasehold taxes, penalties and interest assessed on, against, or in the Premises without reimbursement or offset from Landlord. Tenant acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result. Tenant will be responsible for the satisfaction of all Imposed Taxes, penalties, and interest assessed in connection with the Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing in this Lease shall prohibit Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes, interest and penalties when the same are due shall constitute a default under this Lease. Tenant's tax obligations under this Section 3.4 shall survive the expiration or termination of the term of this Lease, but payment may be deferred pending contesting such taxes.

3.5. Accord And Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Operating Costs or other costs due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment or pursue any other remedies available to Landlord at law or in equity.

Section 4.

(Covenants Regarding Use Of Premises; Maintenance; Alterations And Signage)

4.1. *Covenant Of Quiet Enjoyment.*

Landlord covenants and agrees that Tenant, upon paying the rent, Operating Costs, and upon observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2. Maintenance.

Landlord shall make reasonable efforts to maintain the Building and the Premises in a condition of good repair and good order. Tenant shall notify Landlord with respect to any issues with maintenance of the Premises and/or the Building. Tenant shall also notify Landlord regarding any issues with other services provided to the Premises and/or the Building by Landlord. In the event that any building code violations are caused by Tenant, Tenant shall resolve such issues at Tenant's cost in a diligent and expeditious manner. Landlord may elect to perform such repairs, subject to Tenant's reimbursement of Landlord's costs to undertake such repairs.

4.3 Landlord's Right Of Access.

Landlord shall have the right of reasonable access to the Premises and the Building upon reasonable prior written notice to Tenant for the purpose of inspecting and making repairs to the Premises or the Building. Landlord shall always have access to the Premises and the Building in the event of maintenance or security emergencies.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage to any portion of the Premises and/or the Building, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to use as a non-commercial office space. All such activities must be provided consistent with Tenant's not-for-profit purposes and so as to lessen the burdens of government by providing social care services.

4.5 Alterations, Repairs, Additions And Improvements.

Tenant may make alterations, additions, and improvements on the Premises provided that any such alterations, repairs, additions and improvements shall be in full compliance with the applicable laws, permit requirements, and building codes. In addition, Tenant will comply with all insurance requirements under this lease. Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, repairs, additions, and improvements including, but not limited to telephone, network, data repairs and upgrades. Any permanent additions and improvements shall be without cost to Landlord and shall become property of Landlord at lease termination without offset or other credit to Tenant. Notwithstanding the foregoing, Landlord shall not have any obligations to provide any additional services or incur additional costs for code upgrades or code repairs or other improvements to either the Premises or the Building that may be triggered by any of Tenant's alterations, additions, or improvements.

ARTICLE 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof.

5.7 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or claim for lien, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises and/or the Building. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a removal of any such lien, or in the event a judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant with all proper costs and charges and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12 percent per annum

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this lease and during any holdover, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the State of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law covering all Tenant's employees and Employer's Liability coverage with limits of not less than $500,000 each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All Premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

c) Professional Liability.

When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such professions must be maintained with limits of not less than $1,000,000. This amount shall increase to $2,000,000 in the event that Tenant provides medical or treatment services on the Premises. Coverage must include contractual liability insurance. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with the Tenant's use of the Premises.

d) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

e) All Risk Property Insurance.

All Risk Property Insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss of, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee. The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned or rented by the Tenant.

f) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented or used by the Tenant.

6.2 Other Terms Of Insurance

The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Tenant shall submit evidence of insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Landlord to obtain certificates or other insurance evidence from Tenant or Tenant's failure to submit insurance coverage required under this Lease shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

The Tenant expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the Lease.

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

The City of Chicago Department of Finance, Office of Risk Management maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend, and hold Landlord, its officers, agents, agencies, departments and employees harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs) (collectively, the "Claims"), whether such Claims is related to or arises from personal injury or property damage, which may be incurred by or asserted against, be charged to or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations, or Tenant's negligent acts or failure to act under this Lease, or resulting from the acts or failure to act of Tenant's contractors, invitees, agents, or employees or from any Claims arising from access to the Premises or the Building by any of Tenant's contractors, invitees, agents, or employees or any third parties seeking services from Tenant under this Lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises and/or the Building are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or, in Tenant's or Landlord's opinion, the Premises and/or the Building are rendered untenantable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, Tenant shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. Landlord shall repay to Tenant any prepaid Operating Costs.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code) either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9

HOLDING OVER

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month at the expiration on January 1, 2016 and the Rent and Operating Costs will be the same as defined in Section 3.1 and Section 3.2 of this Lease. During any holding over, all other provisions of this Lease shall remain in full force and effect.

SECTION 10

MISCELLANEOUS

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by hand or overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

City of Chicago
Chicago Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60604

with a copy to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

The Thresholds
4101 North Ravenswood Avenue
Chicago, Illinois 60613
Attention: [illegible]

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect Of Lease

The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence

Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship

Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease

The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease

Landlord and Tenant shall have the right to terminate this Lease for any reason by providing each other with ninety (90) days prior written notice at any time after the Effective Date. In addition, this Lease shall automatically terminate in the event that the Landlord conveys the Building to Cook County or to any other entity at Landlord's sole and absolute discretion.

10.11 Force Majeure

When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Tenant Default

Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon receipt of [illegible] such violation. Tenant shall cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 No Brokers.

Tenant warrants to Landlord that no broker or finder introduced Tenant to the Premises, or assisted Tenant in the negotiation of this Lease, or dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that no broker or finder has introduced Landlord to Tenant, or assisted Landlord in the negotiation of this Lease, or dealt with Landlord on its behalf in connection with the Premises or this Lease. Any and all payments due from Tenant to Landlord under this Lease shall be paid directly to Landlord.

10.14 Amendments.

From time to time, the parties hereto may, in writing, supplement or amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease, including but not limited to relocation of Tenant to another location within the Building and a corresponding rent adjustment. Such Amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification and shall be duly executed by both Landlord and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Lease and all other remaining provisions of this Lease shall otherwise remain in full force and effect.

10.15 Access To Parking Lot.

Tenant shall have non-exclusive access to the adjoining parking lot of the Building on a first come first served basis. The use of the adjoining parking lot shall be subject to all of Landlord's rules governing its use. Tenant acknowledges that Landlord may from time to time lease parts of the adjoining parking lot to other parties. Landlord and Tenant acknowledge that in fulfilling Landlord and Tenant's public benefit mission, the adjoining parking lot is provided primarily for the benefit of visitors to the Building and not as staff parking.

10.16 Existing Furniture.

Tenant may use any furniture belonging to Landlord and located within the Premises which is not removed by Landlord by the Effective Date. Landlord shall retain ownership of such furniture.

10.17 No Other Rights.

This Lease does not give Tenant any other right with respect to the Premises and/or the Building. Any rights not expressly granted to Tenant through this Lease are reserved exclusively to Landlord. Unless otherwise specified in this Lease, execution of this Lease does not obligate Landlord to furnish Tenant with any additional utilities or services.

10.18 Municipal Marketing Efforts.

Landlord shall have the right to install digital advertising signs on the adjoining parking lot or on the Building as part of the Landlord's municipal marketing efforts.

10.19 No Construction Against Preparer.

This Lease shall not be strictly construed against either the Landlord or Tenant. Landlord and Tenant acknowledge that both parties participated fully in the mutual drafting of this Lease.

Article 11

Premises Condition And Operation.

11.1 Tenant Inspection.

Tenant has inspected the Premises, the Building, the adjoining parking lot and all related areas and grounds. Tenant is satisfied with the physical condition thereof. Tenant accepts Premises, the Building, the adjoining parking lot and all related areas and grounds in "as is" condition.

11.2 Custodial Services.

Tenant shall be responsible for providing custodial services to the Premises. Tenant may arrange for services directly with Cook County to receive custodial services from Cook County or Cook County's contractor(s) and to reimburse Cook County for the costs of such services. Landlord shall not be a party to such discussions. Tenant acknowledges that Landlord shall not have any responsibility to provide custodial services.

11.3 General Condition.

Tenant shall keep the Premises in a sanitary condition free of insects, rodents, vermin and other pests. Tenant shall be responsible for payment of any extermination services that may be required to resolve any issues that may arise from Tenant's failure to maintain the Premises in a sanitary condition free of insects, rodents, vermin and other pests.

11.4 Security Services.

Tenant shall be responsible for providing security services to the Premises. Tenant may also elect to work directly with Cook County to receive security services from Cook County or Cook County's contractors and to reimburse Cook County for such services. Landlord shall not be a party to such discussions. Tenant shall secure Tenant's property located within the Premises. Tenant shall abide by any security rules that may apply to the Building and/or the Premises. Tenant acknowledges that Landlord shall not have any responsibility to provide security services.

11.5 Access To Restrooms.

Tenant acknowledges that the public restrooms immediately south of the Premises are restrooms which are accessible to all Building visitors and staff. Tenant shall not limit or otherwise interfere with access to the public restrooms.

11.6 Use Of Phone Lines And Data Lines.

Where possible, Tenant shall use Landlord's existing phone lines and data lines for Tenant's phone lines and data lines. If Tenant requires additional or new phone lines or data lines, Tenant shall pay for all costs required for such additional or new phone lines or data lines. Tenant shall also be responsible for removal or relocation of any of Landlord's phone lines or data lines that may be required for installation of Tenant's equipment. To the extent that Landlord elects to provide Tenant with access to Landlord's phone lines or data lines, the allocable costs attributable to Tenant's use of Landlord's phone lines and data lines shall be included as a reimbursable Operating Cost per Section 7.2 of this Lease.

11.7 Security Procedures.

Landlord shall provide Tenant with a key card, if applicable, or security code for Tenant's access to the Building entrance and the Premises. If Tenant desires to access the Premises before the Building opens or after it closes, it shall be the Tenant's responsibility to open and close and secure the Premises and/or the Building.

11.8 Building Rules.

Tenant shall comply with all reasonable rules and regulations promulgated in writing by Landlord for the Building, the Premises, and the adjoining parking lot.

11.9 Hours Of Operation.

Where reasonable, Tenant's hours of operations shall mirror Cook County's hours of operation.

11.10 Repairs For Tenant Negligence, Vandalism Or Misuse.

Tenant shall assume the responsibility for any repairs to the Premises and/or the Building and/or other property of Landlord necessitated by the negligence, vandalism or misuse of the Premises and/or the Building by Tenant's employees, invitees, agents, clients or contractors.

11.11 Fire Extinguishers, Smoke Detectors And Carbon Monoxide Detectors.

Tenant shall provide and maintain required fire extinguishers, smoke detectors and carbon monoxide detectors on the Premises in accordance with applicable laws.

11.12 Signage.

Tenant may, at its expense, install identification signage on the Premises and/or the Building. Such signage and placement must be approved in writing by the Commissioner of the Department of Fleet and Facility Management.

11.13 Hazardous Materials.

Tenant shall keep out of the Premises materials which may cause a fire hazard or safety hazard. Tenant shall not store any hazardous materials on or at the Premises or the Building. Tenant must dispose of medical wastes, if any, at Tenant's cost and in accordance with any applicable laws.

11.14 Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or the Building, is illegal, or increases the rate of insurance on the Premises or the Building.

11.15 No Alcohol Or Illegal Drugs.

Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises and/or Building by Tenant's staff, contractors, agents, invitees, or clients.

11.16 Licensing And Permits.

For any activity which Tenant desires to conduct on the Premises for which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Chicago Department of Public Health and the Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a default of the terms of this lease.

11.17 Full Liability.

Tenant assumes full legal and financial responsibility and liability for any use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and clients entering the Premises or the Building.

11.18 Non-Discrimination.

Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income. Tenant shall not use the Premises for any religious purposes.

11.19 Trade Fixtures.

Tenant shall maintain Tenant's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this Lease, Tenant shall remove Tenant's equipment and trade fixtures and shall repair any injury or damage to the Premises and or the Building resulting from such removal. If Tenant does not remove Tenant's property, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal (including the repair for such removal), delivery and warehousing to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.20 Condition On Surrender.

Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in a comparable or better condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear excepted.

11.21 Future Site Development.

Landlord's Department of Fleet and Facility Management is working on the possible conveyance of the Building, the Premises, and the adjoining parking lot to Cook County. In the event that such conveyance to Cook County occurs during the term of this Lease, it shall be deemed terminated by the Landlord. This Lease shall terminate on the date of such conveyance. In such event, Tenant's sole remedy is to vacate the Premises. Tenant may work with the purchaser on a new lease, but Landlord shall not be a party to such discussions. Landlord is under no obligation to provide Tenant with alternative locations.

11.27 Economic Disclosure Statement And Affidavit ("EDS") Updates.

Throughout the Lease Term and during any holdover periods, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement and Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

Section 12.

Special Conditions And Requirements.

12.1 Business Relationships.

Tenant acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

12.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the 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 Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed (is controlled by another person or entity) directly or indirectly, by any means whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3. Prohibition On Certain Contributions -- Mayoral Executive Order Number 2011-4.

Tenant 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 Contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("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 (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 fundraising committee (i) after execution of this Lease by Tenant, (ii) while this Lease or any Other Contract is executory, (iii) during the term of this Lease or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order Number 2011-4.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political 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.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this Lease, 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 Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 2011-4 prior to the execution of this Lease, the City may elect to decline to close the transaction contemplated by this Lease.

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 fundraising committee.

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

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 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.

12.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

12.5 Failure To Maintain Eligibility To Do Business With City.

Failure by Tenant 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 this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation With Inspector General And Legislative Inspector General

In accordance with Chapter 2-56-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such offices with respect to this lease, including without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General, the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-56-110 et seq.

12.7 Shakman Prohibitions

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case Number 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Tenant under this lease are employees or subcontractors of Tenant, not employees of the City of Chicago. This lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this lease, or offer employment to any individual to provide services under this lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Tenant by a City employee or City official in violation of Section 12.7(ii) above, or advocating a violation of Section 12.7(iii) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this lease. Tenant will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

The City of Chicago,
an Illinois Municipal Corporation and
Home Rule Unit of Government

Department of Public Health

By: ______________________________
Commissioner

Department of Fleet and Facility Management

By: ______________________________
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: ______________________________
Deputy Corporation Counsel
Real Estate Division

Tenant:

The Thresholds,
an Illinois not-for-profit corporation

By: ______________________________

Name: ____________________________

Its: ______________________________

[Exhibit "A" referred to in this Lease Agreement
with The Thresholds printed on page
58044 of this *Journal*.]

Exhibit "B" referred to in this Lease Agreement with The Thresholds reads as follows:

Exhibit "B".
(To Lease Agreement With The Thresholds)

Estimated Operating Costs For 2013.

Woodlawn Neighborhood Health Clinic.
6337 South Woodlawn Avenue
(Subject To Future Adjustments)

Operating Cost Type	Annual Expense
Gas Service	$ 0.00
Electricity Service	44,993.00
Engineering Services	11,424.40
Dumpster Services	176.00
Mechanical Supplies	1,107.00
	$57,700.40

6337 South Woodlawn Avenue Premises = 10.39 percent of Building

6337 South Woodlawn Avenue Premises Annual Operating Costs ($57,700.40 x 10.39 percent) = $5,995.07

6337 South Woodlawn Avenue Premises Monthly Operating Costs ($5,995.07 ÷ 12) = $499.59

Exhibit "A".
(To Lease Agreement With The Thresholds)
Depiction Of The Premises.

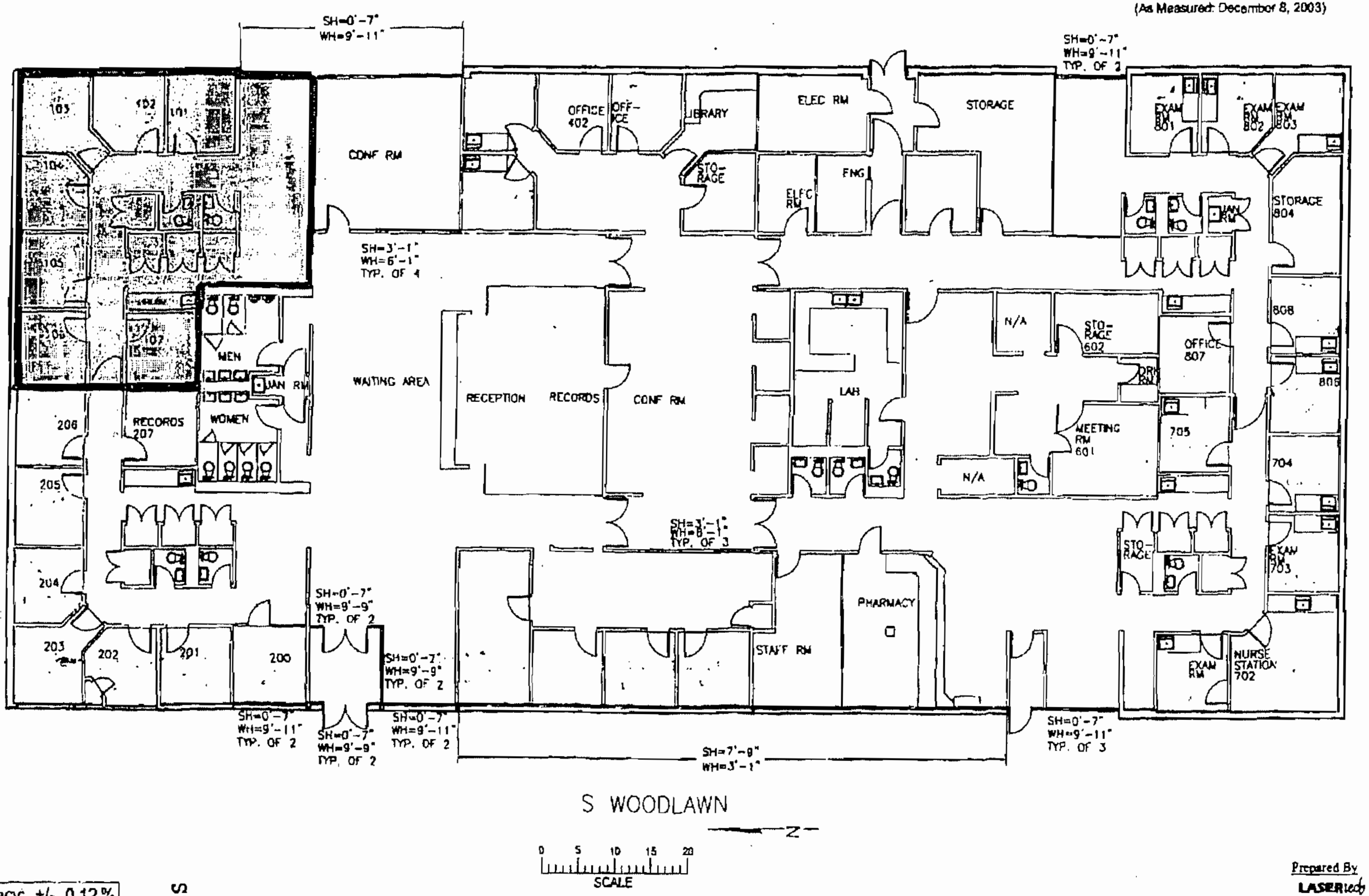
PREPARED FOR:
City of Chicago
Dept. of General Services
30 North LaSalle St.
37th Floor
Chicago, IL 60602
Tel (312) 744-2708
Fax (312) 744-8843

WOODLAWN HEALTH CENTE
6337 S. WOODLAWN
CHICAGO, IL

OCCUPANCY PLAN

FIRST FLOOR

(As Measured: December 8, 2003)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CONF RM
LAB
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STO-RAGE 602
OFFICE 807
DRY RM
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MEETING RM 601
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EXAM RM 703
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SCALE

Survey Accuracy: +/- 0.12%

HE PREMISES

Prepared By
LASERtech Floor Plans
TEL: (888) 393-6665
FILE: 2003-222-30

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 10.37 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF E. 93RD ST.

[O2013-4949]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Pope (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (10.37) to allow the issuance of additional alcoholic liquor licenses on portion of East 93rd 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 July 18, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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.)

~~(10.37) On 93rd Street, from Houston Avenue to South Chicago Avenue thence to Exchange Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 32.35 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. MARCEY ST.

[O2013-4951]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Scott Waguespack (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (32.35) to allow the issuance of additional alcoholic licenses on portion of North Marcey 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 July 23, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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.)

~~(32.64) On Armitage Avenue from Ashland Avenue to Western Avenue.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 37.14 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. NORTH AVE.

[O2013-4954]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Emma Mitts (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (37.14) to allow 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 July 18, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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.)

~~(37.14) On West North Avenue, from North Kenton Avenue to North Cicero Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 9.319 THROUGH 9.346 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON VARIOUS PORTIONS OF PUBLIC WAY WITHIN 9TH WARD.

[O2013-4976]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Anthony Beale (which was referred on June 26, 2013), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow issuance of additional package goods licenses in portions of the 9th Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 19, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within that enumerated area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, [illegible] 4-60-023 [illegible] through 4-60- [illegible] as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-023 [illegible], no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance)

(9.319) On Parnell Avenue, from 125th Street to 126th Street.

(9.320) On Parnell Avenue, from 126th Street to 127th Street; and on 126th Place, from Wallace Street to Eggleston Avenue.

(9.321) On 128th Place, from Union Avenue to Wallace Street.

(9.322) On 128th Place, from Wallace Street to Eggleston Avenue; thence on Eggleston Avenue to 129th Place; and on 127th Place and on 128th Street, from Parnell Avenue to their ends east of Parnell Avenue.

(9.323) On 129th Place, from Union Avenue to Wallace Street.

(9.324) On 129th Place, from Wallace Street to Eggleston Avenue.

(9.325) On Wallace Street, from 125th Street to 127th Street.

(9.326) On Wallace Street, from 127th Street to 129th Place.

(9.327) On Parnell Avenue, from 127th Street to 129th Place; and on Normal Avenue, from 128th Street to 129th Street.

(9.328) On Eggleston Avenue, from 125th Street to 127th Street.

(9.329) On Stewart Avenue, from 125th Street to 127th Street.

(9.330) On Harvard Avenue, from 125th Street to 127th Street.

(9.331) On Princeton Avenue, from 125th Street to 127th Street.

(9.332) On Yale Avenue, from 125th Street to 127th Street.

(9.333) On Wentworth Avenue, from 125th Street to 127th Street.

(9.334) On the east side only of Yale Avenue, from 119th Street to 122nd Street.

(9.335) On the east side only of Yale Avenue, from 122nd Street to 125th Street.

(9.336) On Wentworth Avenue, from 119th Street to 121st Street.

(9.337) On Wentworth Avenue, from 121st Street to 123rd Street.

(9.338) On Wentworth Avenue, from 123rd Street to 125th Street.

(9.339) On LaSalle Street, from 119th Street to 121st Street.

(9.340) On LaSalle Street, from 121st Street to 123rd Street.

(9.341) On LaSalle Street, from 123rd Street to its terminus south of 125th Street.

(9.342) On Perry Avenue, from 119th Street to 121st Street.

(9.343) On Perry Avenue, from 121st Street to 123rd Street.

(9.344) On Perry Avenue, from 123rd Street to 125th Street.

(9.345) On Lafayette Avenue, from 119th Street to 121st Street.

(9.346) On Lafayette Avenue, from 121st Street to 124th Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 33.16 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. MONTROSE AVE.

[O2013-4953]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Richard Mell (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (33.16) to allow the issuance of additional package goods licenses on portion of West Montrose 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 July 18, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 4-60-033 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-033 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(b), no additional package goods license shall be issued for any premises located within the following areas:

Omitted text is unaffected by this ordinance.

~~(33.15) On Montrose Avenue, from Kimball Avenue to Kedzie Avenue.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.35 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. LAWRENCE AVE.

[O2013-4992]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Ameya Pawar (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (47.35) to allow the issuance of additional package goods licenses on portion of West Lawrence 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 July 18, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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.)

~~(47.35) On Lawrence Avenue, from Ravenswood Avenue to Damen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON VARIOUS PORTIONS OF PUBLIC WAY WITHIN 23RD WARD.

[O2013-4938]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Michael Zalewski (which was referred on June 26, 2013), to amend the Municipal Code of Chicago by prohibiting peddling in the 23rd Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 15, 2013.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 4-244-140 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-244-140 Prohibited Districts.

(a) No one with a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the city council. A copy of each such district shall be kept in the office of the city clerk.

(Omitted text is unaffected by this ordinance)

(23) Peddling is prohibited at any time within the 23rd Ward boundaries:

Beginning at the intersection of South Narragansett Avenue and West 55th Street; thence west on West 55th Street to South Harlem Avenue; thence north on South Harlem Avenue and following the city limit line to the Adlai E. Stevenson Expressway (I-55); thence northeast on the Adlai E. Stevenson Expressway (I-55);

to South Cicero Avenue; thence south on South Cicero Avenue to West 43rd Street; thence east on West 43rd Street to the centerline of the Belt Railway of Chicago; thence south on the centerline of the Belt Railway of Chicago to West 47th Street; thence east on West 47th Street to South Kedvale Avenue; thence south on South Kedvale Avenue to West 51st Street; thence east on West 51st Street and West 51st Street extended and West 51st Street to the centerline of the Grand Trunk Western Railroad; thence south on the centerline of the Grand Trunk Western Railroad to West 55th Place; thence west on West 55th Place to South Pulaski Road; thence north on South Pulaski Road to West 55th Street; thence west on West 55th Street to the centerline of the Belt Railway of Chicago; thence south on the centerline of the Belt Railway of Chicago to West 59th Street; thence west on West 59th Street to South Cicero Avenue; thence south on South Cicero Avenue to West 63rd Street; thence west on West 63rd Street to South Central Avenue; thence north on South Central Avenue to West 59th Street; thence west on West 59th Street to South Austin Avenue; thence south on South Austin Avenue to West 63rd Street; thence west on West 63rd Street to South Melvina Avenue; thence south on South Melvina Avenue to West 64th Street; thence west on West 64th Street to South Narragansett Avenue; thence south on South Narragansett Avenue to the place of beginning.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING/STANDING ZONES.

[SO2013-6020]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

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/standing zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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/standing zones for the distances indicated during the hours specified:

Establishment Of Loading/Standing Zones.

Ward	Location
11	South Halsted Street (west side) from a point 135 feet south of West [illegible] Street to a point 20 feet south thereof -- no parking/standing zone use flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday ([illegible]).

Ward	Location
25	West 18th Street (north side) from a point 79 feet west of South Blue Island Avenue to a point 32 feet west thereof -- no parking loading zone/tow-away zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (10-00879540).
2	West Washington Boulevard (south side) from a point 108 feet east of North Hermitage Avenue to a point 20 feet east thereof -- no parking loading zone/tow-away zone -- at all times -- all days (10-02307962).
27	North Green Street (west side) from a point 22 feet south of West Randolph Street to a point 20 feet south thereof -- no parking loading zone/tow-away zone -- at all times -- all days (10-00926828).
27	West Randolph Street (north side) from a point 22 feet west of North Halsted Street to a point 20 feet west thereof -- no parking loading zone/tow-away zone -- 7:00 P.M. to Midnight -- all days (10-02733001).
32	North [illegible] Street (east side) from a point 150 feet south of West [illegible] Street to a point 23 feet south thereof -- no parking loading zone/tow-away zone -- 9:00 P.M. to 5:00 A.M. -- all days (10-02502589).
35	3007 West Logan Boulevard -- valet parking zone -- [illegible] -- at all times.
42	South Wabash Avenue (east side) from a point 111 feet south of East Madison Street to a point 40 feet south thereof -- 15 minute loading zone -- at all times -- all days (10-03145874).
48	West Granville Avenue (south side) east of North Sheridan Road, 26 feet in length -- 15 minute standing zone/tow-away zone -- must use flashing lights -- at all times.

Amendment Of Loading Zones.

Ward	Location
1	Amend ordinance passed December 13, 2006 (Journal of the Proceedings of the City Council of the City of Chicago, page 95229) which reads: "West North Avenue (north side) from a point 23 feet west of North Marshfield Avenue to a point 65 feet west thereof" by striking: "30 minute standing zone and 65 feet" and inserting in lieu thereof: "15 minute standing zone and 40 feet -- 15 minute standing zone/must use flashing lights/tow-away zone -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday" (10-02000000).

Ward Location

27 Repeal ordinance passed April 12, 2005 (Journal of the Proceedings of the City Council of the City of Chicago, page 4[illegible]) which reads: "West Carroll Avenue (south side) from a point 45 feet west of North [illegible] Street to a point 45 feet west thereof -- no parking loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" by striking the above (13-02005588).

27 Amend ordinance passed October 1, 2008 (Journal of the Proceedings of the City Council of the City of Chicago, page 39[illegible]) which reads: "North Milwaukee Avenue (south side) from a point 100 feet east of North Halsted Street to a point 100 feet east of North Halsted Street to a point 100 feet east thereof" by striking "100 feet east" and inserting in lieu thereof "85 feet east" -- loading zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (13-00849355).

29 Repeal the parking/loading zone located at 2571 West 15th Place.

30 Repeal ordinance passed November 1, 2006 (Journal of the Proceedings of the City Council of the City of Chicago, page 452[illegible]) which reads: "West Newport Avenue (south side) from a point 20 feet west of North Pulaski Road to a point 25 feet west thereof (and from a point 80 feet west of North Pulaski Road to a point 25 feet west thereof) -- no parking loading zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone" by striking the above (13-02-02825).

30 Repeal ordinance passed April 11, 2007 (Journal of the Proceedings of the City Council of the City of Chicago, page 107[illegible]) which reads: "West Irving Park Road (south side) from a point 185 feet west of North Marmora Avenue to a point 35 feet west thereof -- no parking loading zone -- tow-away zone" by striking the above and inserting: "West Irving Park Road (south side) from a point 204 feet west of North Marmora Avenue to a point 25 feet west thereof -- no parking loading zone -- tow-away zone" (13-00592107).

31 Amend ordinance passed October 31, 2007 (Journal of the Proceedings of the City Council of the City of Chicago, page 11855) which reads: "West Peterson Avenue (north side) from a point 90 feet west of North Keating Avenue to a point 20 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone" by striking "to a point 20 feet west thereof" and inserting in lieu thereof "to a point 25 feet west thereof" (13-00[illegible]).

42 Repeal ordinance passed May 11, 2005 (Journal of the Proceedings of the City Council of the City of Chicago, page 4[illegible]) which reads: "North Wells Street (east side) from a point 95 feet south of West Chicago Avenue to a point 20 feet south thereof -- 15 minute loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" by striking the above (13-0042[illegible]).

Ward	Location
42	Repeal ordinance passed November 9, 1997 which reads: "East Lake Street (north side) from a point 92 feet west of North Rush Street to a point 25 feet west thereof -- no parking loading zone -- 9:00 A.M. to 5:00 P.M." by striking the above. (13-00470186)
42	Repeal ordinance passed April 9, 2008 (Journal of the Proceedings of the City Council of the City of Chicago, page 24674) which reads: "East Pearson Street (south side) from a point 128 feet east of North State Street to a point 24 feet east thereof -- no parking loading zone -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday" by striking the above. (13-00477350)
42	Repeal ordinance passed July 30, 1997 (Journal of the Proceedings of the City Council of the City of Chicago, page 49138) which reads: "North Rush Street (east side) from a point 20 feet north of East Ohio Street to a point 40 feet north thereof -- 30 minute loading zone -- use flashing lights -- 7:00 A.M. to 12:00 A.M." by striking the above. (13-00479795)
42	Repeal ordinance passed November 5, 2008 (Journal of the Proceedings of the City Council of the City of Chicago, page 42469) which reads: "West Hubbard Street (north side) from a point 30 feet east of North LaSalle Street to a point 56 feet east thereof -- 30 minute standing zone -- use flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday" by striking the above. (13-00480431)
43	Repeal ordinance passed May 20, 1981 (Journal of the Proceedings of the City Council of the City of Chicago, page 5315) which reads: "West Wrightwood Avenue (south side) from a point 25 feet west of North Lincoln Avenue to a point 40 feet west thereof -- no parking loading zone -- 11:00 A.M. to 12:00 A.M." by striking the above and add: "West Wrightwood Avenue (south side) from a point 25 feet of North Lincoln Avenue to a point 25 feet east thereof -- no parking loading zone -- 11:00 A.M. to 12:00 A.M. -- Monday through Saturday". (13-00471509)
43	Amend ordinance passed January 15, 1986 (Journal of the Proceedings of the City Council of the City of Chicago, page 24799) which reads: "West Armitage Avenue (north side) from a point 20 feet west of North Seminary Avenue to a point 45 feet west thereof" by striking: "loading zone -- tow-away zone -- 6:00 P.M. to 12:00 A.M." and inserting: "15 minute loading zone -- tow-away zone -- 5:00 P.M. to 10:00 P.M."
43	Amend ordinance passed September 8, 2010 (Journal of the Proceedings of the City Council of the City of Chicago, page 99151) which reads: "West Wrightwood Avenue (north side) from a point 62 feet west of North Hampden Court to a point 25 feet west thereof" by striking: "25 feet" and inserting: "30 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone". (13-00475248)

Ward	Location
44	North Sheffield Avenue (east side) from a point 255 feet north of West Belmont Avenue to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday and 8:00 A.M. to 12:00 P.M. -- Saturdays -- tow-away zone and has repealed ordinance passed September 12, 1984 (Journal of the Proceedings of the City Council of the City of Chicago, page [illegible]) which reads: "West Belmont Avenue (south side) from a point 20 feet east of North Seminary Avenue to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicle must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone" by striking the above. ([illegible])
45	Amend ordinance passed September 11, 2008 (Journal of the Proceedings of the City Council of the City of Chicago, page 38405) which reads: "North Milwaukee Avenue (west side) from a point 50 feet north of West Hutchinson Street to a point 75 feet north thereof" by striking "75 feet" and inserting in lieu thereof "70 feet" -- no parking loading zone -- except 7:00 A.M. to 9:00 A.M. -- Monday through Friday -- tow-away zone. ([illegible])
50	Repeal ordinance passed May 11, 1994 (Journal of the Proceedings of the City Council of the City of Chicago, page [illegible]) which reads: "North Western Avenue (west side) from a point 130 feet south of West Arthur Avenue to a point 75 feet south thereof -- no parking loading zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone" by striking the above and inserting: "North Western Avenue (west side) from a point 155 feet south of West Arthur Avenue to a point 45 feet south thereof -- no parking loading zone -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone". ([illegible])

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.

[illegible]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

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 single direction 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 vote.

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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Single Direction (Various Locations).

Ward	Location
27	West Ohio Street, from North Homan Avenue to North Kedzie Avenue -- single direction -- easterly (3300 block).

Ward Location

27 North Central Park Avenue, from West Chicago Avenue to West Grand Avenue -- single direction -- northerly (O2013-4592).

Amend One-Way (Single Direction).

Ward Location

28 Amend ordinance passed November 29, 1984 (Journal of the Proceedings of the City Council of the City of Chicago, page 6957) which reads: "West Monroe Street from South Karlov Avenue to South Kildare Avenue -- single direction -- westerly" by striking: "... single direction -- westerly from South Pulaski Road east" and inserting: "... two-way traffic ... feet east of South Pulaski Road" (O2013-5342).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

(SO2013-5416)

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were 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 ordinance submitted herewith.

This recommendation was concurred in by [illegible] 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

[illegible]

Ward	Location And Permit Number
[illegible]	[illegible] South Prairie Avenue -- Disabled Parking Permit Number [illegible]
[illegible]	[illegible] East Hyde Park Boulevard -- Disabled Parking Permit Number [illegible]
[illegible]	[illegible] South Prairie Avenue -- Disabled Parking Permit Number [illegible]

Ward	Location And Permit Number
6	8151 South State Street -- Disabled Parking Permit Number 80915;
6	7348 South Indiana Avenue -- Disabled Parking Permit Number 56065;
8	7621 South Euclid Avenue -- Disabled Parking Permit Number 74517;
8	7749 South Constance Avenue -- Disabled Parking Permit Number 89531;
8	8945 South Harper Avenue -- Disabled Parking Permit Number 83573;
8	8732 South Euclid Avenue -- Disabled Parking Permit Number 89586 -- garage at location;
8	8732 South Euclid Avenue -- Disabled Parking Permit Number 89586 -- garage at location;
8	8455 South Dorchester Avenue -- Disabled Parking Permit Number 90485 -- garage at location;
8	8039 South Ingleside Avenue -- Disabled Parking Permit Number 90475;
8	906 East 92nd Place -- Disabled Parking Permit Number 90489 -- garage at location;
8	9806 South Woodlawn Avenue -- Disabled Parking Permit Number 91649 garage at location;
10	10426 South Torrence Avenue -- Disabled Parking Permit Number 81955;
12	3424 West 37th Place -- Disabled Parking Permit Number 90729 -- garage at location;
12	4057 South Western Boulevard (signs to be posted at 2348 West 41st Street) -- Disabled Parking Permit Number 90730;
12	2828 West 23rd Place -- Disabled Parking Permit Number 90720;
13	5858 South Narraqansett Avenue -- Disabled Parking Permit Number 89662;
13	5858 South Narragansett Avenue (signs to be posted at 6402 West 59th Street) -- Disabled Parking Permit Number 89662;

Ward	Location And Permit Number
13	6031 West 63rd Place -- Disabled Parking Permit Number 84274;
13	6116 South Major Avenue -- Disabled Parking Permit Number 91422;
15	6620 South Claremont Avenue -- Disabled Parking Permit Number 74021;
16	5027 South Hoyne Avenue -- Disabled Parking Permit Number 83714;
20	4547 South Honore Street -- Disabled Parking Permit Number 89674;
21	9250 South Normal Avenue -- Disabled Parking Permit Number 89772;
21	8050 South Loomis Street -- Disabled Parking Permit Number 90683;
21	9011 South Morgan Street -- Disabled Parking Permit Number 89768;
23	6031 West 63rd Place -- Disabled Parking Permit Number 84274;
23	5041 South Lawler Avenue -- Disabled Parking Permit Number 89787;
23	3820 West 58th Place -- Disabled Parking Permit Number 90603;
23	3633 West 64th Street -- Disabled Parking Permit Number 90576;
23	5308 South Natchez Avenue -- Disabled Parking Permit Number 80962;
23	5422 South Nottingham Avenue -- Disabled Parking Permit Number 77764;
23	6130 South Neenah Avenue -- Disabled Parking Permit Number 90396;
23	5219 South Parkside Avenue -- Disabled Parking Permit Number 90581;
23	3338 West 65th Street -- Disabled Parking Permit Number 90580;
23	6430 West 64th Place -- Disabled Parking Permit Number Permit 90585;
23	5021 South Kildare Avenue -- Disabled Parking Permit Number 90597;
23	5107 South Latrobe Avenue --Disabled Parking Permit Number 91272;
23	3611 West 57th Street -- Disabled Parking Permit Number 90600;

Ward	Location And Permit Number
23	5232 South Knox Avenue -- Disabled Parking Permit Number 89444;
25	2112 South Racine Avenue -- Disabled Parking Permit Number 90311;
28	4051 West Wilcox Street -- Disabled Parking Permit Number 91184;
28	3445 West Adams Street -- Disabled Parking Permit Number 91186;
28	419 North Leamington Avenue -- Disabled Parking Permit Number 83919;
29	5536 West Gladys Avenue -- Disabled Parking Permit Number 84373;
29	5315 West Van Buren Street -- Disabled Parking Permit Number 89889;
29	5216 West Polk Street -- Disabled Parking Permit Number 89887;
29	5961 West Rice Street -- Disabled Parking Permit Number 84363;
29	931 North Menard Avenue -- Disabled Parking Permit Number 84369;
30	2424 North Monitor Avenue -- Disabled Parking Permit Number 90104;
31	2607 North Kostner Avenue -- Disabled Parking Permit Number 89913;
31	5021 West Cornelia Avenue -- Disabled Parking Permit Number 80882;
31	2609 North Kostner Avenue -- Disabled Parking Permit Number 83893;
35	4110 North Kimball Avenue -- Disabled Parking Permit Number 91099;
35	2538 North Hamlin Avenue -- Disabled Parking Permit Number 47462;
35	3348 North Monticello Avenue -- Disabled Parking Permit Number 89903;
36	2025 North Newcastle Avenue -- Disabled Parking Permit Number 83815;
38	6345 West Grace Street -- Disabled Parking Permit Number 90027;
40	1651 West Hollywood Avenue -- Disabled Parking Permit Number 83844;
40	1511 West Albion Avenue -- Disabled Parking Permit Number 84228;

Ward	Location And Permit Number
45	6112 West Bryn Mawr Avenue -- Disabled Parking Permit Number 82651;
48	6241 North Glenwood Avenue -- Disabled Parking Permit Number 90184;
48	5518 North Winthrop Avenue -- Disabled Parking Permit Number 79053;
50	6645 North California Avenue -- Disabled Parking Permit Number 90649;
50	6422 North Richmond Street -- Disabled Parking Permit Number 91400.

Amendment Of Disabled Permit Parking:

Ward	Location And Permit Number
11	Removal of Disabled Parking Permit Number 26795 located at 3242 South Lowe Avenue;
12	Removal of Disabled Parking Permit Number 52460 located at 4343 South Hermitage Avenue;
14	Removal of Disabled Parking Permit Number 15009 located at 5331 South Fairfield Avenue;
23	Removal of Disabled Parking Permit Number 69452 located at 5749 South Normandy Avenue;
29	Removal of Disabled Parking Permit Number 55236 located at 118 South Menard Avenue;
30	Removal of Disabled Parking Permit Number 71650 located at 2939 North Harding Avenue;
31	Removal of Disabled Parking Permit Number 63396 located at 4817 West Wolfram Street;
32	Removal of Disabled Parking Permit Number 69865 located at 2210 West Cortez Street;

Ward	Location And Permit Number
32	Removal of Disabled Parking Permit Number 57713 located at 2324 West Iowa Street;
32	Removal of Disabled Parking Permit Number 37850 located at 1806 North Wolcott Avenue;
45	Removal of Disabled Parking Permit Number 74593 located at 5647 West Leland Avenue;
49	Removal of Disabled Parking Permit Number 79062 located at 1425 West Sherwin Avenue;
50	Removal of Disabled Parking Permit Number 80711 located at 6212 North Mozart Street;
50	Removal of Disabled Parking Permit Number 11383 located at 2852 West Arthur Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2013-6022]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

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 residential permit parking 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 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:

Establishment Of Residential Permit Parking Zones.

Ward	Location
2	2026 South Damen Avenue -- Residential Permit Parking Zone 1754
25	2100 -- 2144 West 24th Place (even side) -- Residential Permit Parking Zone 1985

Ward	Location
25	2240 -- 2262 West 21st Street (north side only) -- [illegible] address range [illegible] 2414 -- 2444; Residential Permit Parking Zone [illegible] at all times -- Monday to Sunday -- 45% in agreement and both sides -- Not recommended because percentage was 45%.
28	[illegible] West 1st Place -- Residential Permit Parking Zone [illegible]
29	2400 -- 2450 North Merrimac Avenue -- Residential Permit Parking Zone [illegible] at all times.
41	4[illegible] North Hermitage Avenue -- Residential permit parking zone (not recommended only 15% residents of [illegible] requested).

Amendment Of Residential Permit Parking Zones.

Ward	Location
3	Repeal/remove residential parking from 1500 -- 1550 South State Street and 1501 -- 1549 South State Street (installed in error).
15	Amend Residential Permit Parking Zone 95 to include 2535 -- 2559 West 50th Street (south side).
25	Amend Residential Permit Parking Zone by striking "Zone 135" and inserting in lieu thereof "Zone 5": 900 to 928 South Bishop Street (west side); 901 to 93[illegible] South Damen Street (east side); 900 to 928 South Bishop Street (west side); 900 to 920 South Bishop Street (east side); 901 to 931 South Damen Street (west side); 929 South Bishop Street (west side).
36	Amend Residential Permit Parking Zone 36 -- at all times both sides of the street of [illegible] -- 5[illegible] North [illegible] Avenue by inserting 5000 -- 5014 North [illegible] Avenue (north side).
36	Amend Residential Permit Parking Zone 95 on the 5100 block of North Christiana Avenue -- at all times -- all days -- by extending Residential Permit Parking Zone 95 to West [illegible] Avenue from North Kimball Avenue to North Christiana Avenue on the north side of the street. (Ordinance requires both sides of the street.)

SECTION 2. This ordinance shall take effect and be in force hereafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.

[SO2013-5021]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

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 traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body *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, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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 a traffic lane tow-away zone 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
	North Damen Avenue (west side) from a point 20 feet north of West Augusta Boulevard to a point 55 feet north thereof -- no parking/tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday ([illegible])
2	West Jackson Boulevard (south side) from South Racine Avenue to South Aberdeen Street -- no parking/tow-away zone -- 8:00 A.M. to 11:00 P.M. ([illegible])
12	South California Avenue (east side) from a point 120 feet north of West Cermak Road to a point 10 feet north thereof -- 15 minute standing zone -- use flashing lights -- 8:00 A.M. to 5:00 P.M. -- all days ([illegible])
23	5400 South [illegible] Avenue to 5455 South [illegible] Avenue (west side) -- no parking -- all times -- daily
24	West Ogden Avenue (south side) from a point 37 feet east of South [illegible] Avenue to a point 32 feet east thereof -- no parking/tow-away zone -- all times -- all days ([illegible])
26	North Rockwell Street (east side) from West Grand Avenue to West Chicago Avenue -- no parking/street cleaning -- 9:00 A.M. to 3:00 P.M. -- fourth Tuesday of the month -- April 1 to November 30 -- tow-away zone ([illegible])
26	North California Avenue (west side) from West Grand Avenue to West Chicago Avenue -- no parking/street cleaning -- 9:00 A.M. to 3:00 P.M. -- fourth Friday of the month -- April 1 to November 30 and weather permitting -- November 30 to April 1 -- tow-away zone ([illegible])
26	West Ohio Street (north side) from North California Avenue to North Campbell Avenue -- no parking/street cleaning -- 9:00 A.M. to 3:00 P.M. -- fourth Thursday of the month April 1 to November 30 -- tow-away zone ([illegible])

Ward	Location
26	West Ohio Street (south side) from North Talman Avenue to North Campbell Avenue -- no parking street cleaning -- 9:00 A.M. to 3:00 P.M. -- fourth Friday of the month -- April 1 to November 30 -- tow-away zone (O2013-5832).
35	North Lawndale Avenue (west side) from West Montrose Avenue to a point [illegible] south thereof -- no parking tow-away zone -- at all times.

Amend Previously Passed Tow-Away Zones.

Ward	Location
36	Repeal ordinance passed establishing parking tow-away zone on West Addison Street from North New England Avenue to North Harlem Avenue (north side -- 4:00 P.M. to 6:00 P.M. and south side -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday).
42	Repeal ordinance passed July 30, 2003 (Journal of the Proceedings of the City Council of the City of Chicago, page 5017) which reads: "East Delaware Place (south side) from a point 80 feet east of North Rush Street to a point 70 feet east thereof -- no parking tow-away zone" by striking the above (O2013-5296).
43	Repeal ordinance passed October 24, 1979 (Journal of the Proceedings of the City Council of the City of Chicago, page 1427) which reads: "West Webster Avenue (north side) from a point 150 feet east of North Lincoln Avenue to a point 50 feet east thereof" by striking the above (O2013-5114).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ERECTION OF TRAFFIC WARNING SIGNS.

(SO2013-489)

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do Pass the proposed substitute order 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, the said proposed substitute order transmitted with the foregoing committee report was Passed by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets at the specified locations:

Ward	Location
4	East 45th Street and South Rhodes Avenue -- "Two-Way Stop", stopping East 45th Street for South Rhodes Avenue (Or2013-[illegible])

Ward	Location
7	South [illegible] Avenue and East 10[illegible] Street -- All-Way Stop (stricken in amendment) ([illegible])
10	South Avenue L and East 10[illegible] Street -- All-Way Stop (deleted in amendment) ([illegible])
10	South Green Bay Avenue and East 1[illegible] Street -- All-Way Stop (stricken in amendment) ([illegible])
14	West [illegible] Street and South Kilbourn Avenue -- All-Way Stop
15	West 46th Street and South Wood Street -- All-Way Stop (stricken in amendment) ([illegible])
24	West Harrison Street and South Kostner Avenue -- All-Way Stop (the Chicago Department of Transportation does not recommend stop signs on major streets because they increase the frequency of rear-end collisions) ([illegible])

SECTION 2. This ordinance shall take effect and be in force hereafter its passage and publication.

INSTALLATION AND AMENDMENT OF MISCELLANEOUS TRAFFIC WARNING SIGNS.

(SO2013-[illegible])

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred proposed ordinances to install miscellaneous traffic warning signs on portions of sundry streets, begs leave to recommend that Your Honorable Body 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Installation Of Miscellaneous Traffic Signs.

Ward	Location
[illegible]	[illegible] parking on North Spaulding Avenue (west side) from West Cortland Street to a point 40 feet south thereof -- [illegible] parking [illegible] 6:00 P.M. to 10:00 P.M. -- Tuesday, Thursday and Saturday -- tow away zone (13-01295773).
27	West Fulton Market Street (south side) from a point 15 feet east of North Carpenter Street to a point 40 feet west thereof -- one-hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (13-03578251).

Amendment Of Miscellaneous Traffic Signs.

Ward	Location
24	Remove "No Parking" signs on South Independence Boulevard, from West Harrison Street (600 South Independence Boulevard) to West Roosevelt Road (1200 South Independence Boulevard) on the east and west side of the inner lanes.
26	Repeal Residential Permit Parking Zone 275 from 1101 -- 1157 North Karlov Avenue and amend two-hour parking -- North Kedzie Avenue (east side) from a point 20 feet south of West Wabansia Avenue to a point 110 feet south thereof -- two-hour parking -- 8:00 A.M. to 6:00 P.M. -- except Saturday and Sunday (O2013-3896).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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FAILED TO PASS -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

SO2013-[illegible]

The Committee on Pedestrian and Traffic Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances transmitted with the committee's report relating to traffic regulations, traffic signs, et cetera.

Alderman Beale 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Jackson, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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

The committee's report listing said ordinances which failed to pass reads as follows:

CHICAGO, July 24, 2013.

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 submitted herewith which were referred to the Committee concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Disabled:

Ward	Location
12	3845 South Wood Street -- Disabled Parking Permit Number 90415 -- Garage at location
40	1967 West Balmoral Avenue -- [illegible]
50	6000 North Claremont Avenue -- Disabled Parking Permit Number 91427
50	6246 North Hoyne Avenue -- Disabled Parking Permit Number 91375 -- Parking pad at location
50	2911 West Estes Avenue -- Disabled Parking Permit Number 91452
50	2144 West Morse Avenue -- Disabled Parking Permit Number 82927 -- Not recommended. Garage at location

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

The Aberdeen Tap.

(O2013-5796)

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

SECTION 1. Permission and authority are hereby given and granted to The Aberdeen Tap, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 440 North Aberdeen Street. Said sign structure measures as follows: along North Aberdeen Street at five (5) feet in length, five (5) feet in height and eighteen (18) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107254 herein granted the sum of Three Hundred Fifty and no/100 Dollars ($350.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Asian Heritage Shops LLC.

(O2013-5702)

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

SECTION 1. Permission and authority are hereby given and granted to Asian Heritage Shops LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, one (1) sculpture on the public right-of-way adjacent to its premises known as 25 East Randolph Street. Said sculpture at North Garland Court measures seven (7) feet in length and seven (7) feet in width for a total of forty-nine (49) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106517 herein granted the sum of One Thousand One Hundred Fourteen and no/100 Dollars ($1,114.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 23, 2012.

Addison Laundromat.

[O2013-4241]

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

SECTION 1. Permission and authority are hereby given and granted to Addison Laundromat, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3223 West Addison Street. Said sign structure measures as follows: along West Addison Street at four point five zero (4.50) feet in length, three point one seven (3.17) feet in height and fourteen point five seven (14.57) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1120750 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Augusta [illegible]

[O2013-4776]

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

SECTION 1. Permission and authority are hereby given and granted to Augusta [illegible], Inc., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) occupation of space on the public right-of-way adjacent to its premises known as 1544 West Montrose Avenue. Said occupation of space at West Montrose Avenue measures seven (7) feet in length and one point five (1.5) feet in width for a total of ten point five (10.5) square feet. Occupation of space shall consist of retail display during business hours only. Tables and benches shall display plants, baskets and other retail items. Grantee must allow a minimum of at least six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Avenue Orthodontic Center LLC

[SO2013-5190]

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

SECTION 1. Permission and authority are hereby given and granted to Avenue Orthodontic Center LLC, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 842 West 31st Street. Said sign structure measures as follows: along West 31st Street at fourteen point seven five (14.75) feet in length, two point four two (2.42) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106122 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Allstate Insurance

(6320 W. Belmont Ave.)

[SO2013-5711]

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

SECTION 1. Permission and authority are hereby given and granted to Allstate Insurance, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6320 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue at five (5) feet in length, four (4) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1115837 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after date of passage.

Allstate Insurance.
4736 N. Elston Ave.

[O2013-5027]

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

SECTION 1. Permission and authority are hereby given and granted to Allstate Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4736 North Elston Avenue. Said sign structures measure as follows: along North Elston Avenue: one (1) at eight point one seven (8.17) feet in length, two (2) feet in height and nine point three three (9.33) feet above grade level; and one (1) at four (4) feet in length, four point one seven (4.17) feet in height and ten point six six (10.66) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105850 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Allstate Insurance.
(1745 E. 55th St.)

[SO2013-5097]

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

SECTION 1. Permission and authority are hereby given and granted to Allstate Insurance upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1745 East 55th Street. Said sign structure measures as follows: along East 55th Street at eight (8) feet in length, two (2) feet in height and seventeen point five (17.5) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1128144 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

America's Financial Choice, Inc.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to America's Financial Choice, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road at eight (8) feet in length, twelve (12) feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 24, 2013.

Angelo's Barber Shop

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Angelo's Barber Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Clark Street. Said sign structure measures as follows: along North Clark Street at [illegible] feet in length, eight point five (8.5) feet in height and fourteen point five eight (14.58) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107348 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2013.

Ann & Robert H. Lurie Children's Hospital Of Chicago.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Ann & Robert H. Lurie Children's Hospital of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) water lines under the public right-of-way adjacent to its premises known as 225 East Chicago Avenue. Said water lines at East Chicago Avenue measure two (2) at sixty (60) feet in length and one point five (1.5) feet in width for a total of one hundred eighty (180) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Artopolis Bakery, Cafe & Agora
(Light Fixtures)

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Artopolis Bakery, Cafe & Agora, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 306 South Halsted Street. Said light fixtures at South Halsted Street measure each at four (4) feet in length, two (2) feet in width and fifteen point five (15.5) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

Artopolis Bakery, Cafe & Agora

(Sign)

[O2013-5042]

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

SECTION 1. Permission and authority are hereby given and granted to Artopolis Bakery, Cafe & Agora, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 306 -- 308 South Halsted Street. Said sign structure measures as follows: along South Halsted Street at four (4) feet in length, two (2) feet in height and seven point eight three (7.83) feet above grade level. The location of said sign/signage shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107263 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

Arthritis & Therapeutic Institute Of Midway LLC

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Arthritis & Therapeutic Institute of Midway LLC, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) existing building projection projecting over the public right-of-way adjacent to its premises known as 5615 West 51st Street. Said building projection at West 51st Street measures fifty point [illegible] ([illegible]) feet in length and one point one seven (1.17) feet in width for a total of fifty-eight point [illegible] ([illegible]) square feet. Existing building projection is approximately ten (10) feet above grade. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

The Bauer Lofts At Bucktown Condominium Association.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to The Bauer Lofts at Bucktown Condominium Association, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, eight (8) balconies projecting over the public right-of-way adjacent to its premises known as 1627 North Milwaukee Avenue. Said balconies at public alley measure four (4) at fourteen point four (14.4) feet in length and four (4) feet in width for a total of two hundred thirty point four (230.4) square feet. Said balconies at North Milwaukee Avenue measure four (4) at [illegible] point [illegible] ([illegible]) feet in length and four (4) feet in width for a total of one hundred [illegible] point seven six ([illegible]) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104296 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 1, 2012.

Bell, G.

[O2013-5757]

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

SECTION 1. Permission and authority are hereby given and granted to Bell, G. upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1400 West Randolph Street. Said planters at West Randolph Street measure four (4) at one point five (1.5) feet in length and one point five (1.5) feet in width for a total of nine (9) square feet. Grantee must allow the required six (6) foot unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1091905 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Big Bowl
Banners

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Big Bowl, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) banners projecting over the public right-of-way adjacent to its premises known as 60 East Ohio Street. Said banners at East Ohio Street measure(s): Four (4) at four point [illegible] feet in length and point [illegible] feet in width for a total of seven point seven three (7.73) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107065 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

Big Bowl

(Sign)

[O2013-5270]

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

SECTION 1. Permission and authority are hereby given and granted to Big Bowl upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 60 East Ohio Street. Said sign shall be in dimensions as follows: along East Ohio Street at fifty-eight point seven five (58.75) feet in length, four point eight three (4.83) feet in height and nine point nine two (9.92) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1117927 herein granted the sum of Three Hundred and no/100 Dollars ($300.00), per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Big Goal Tavern & Grill

[O2013-5271]

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

SECTION 1. Permission and authority are hereby given and granted to Big Goal Tavern & Grill upon the terms and subject to the conditions of this ordinance to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 85 East Lake Street. Said sign shall measure as follows: along East Lake Street one (1) at four point five (4.5) feet in length, two point five (2.5) feet in height and twenty (20) feet above grade level and one (1) at three (3) feet in length, one point five (1.5) feet in height and twenty (20) feet above grade level. The location of said sign/signs shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign/signs shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bob's Liquors & Groceries.

[O2013-5443]

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

SECTION 1. Permission and authority are hereby given and granted to Bob's Liquors & Groceries, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5045 West Madison Street. Said sign projection measures as follows: along West Madison Street, at eight point six seven (8.67) feet in length, four point five (4.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April [illegible], 2013.

Bandbox.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Bandbox, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 845 West Armitage Avenue. Said sign structure measures as follows: along West Armitage Avenue, at [illegible] feet in length, four (4) feet in height and nine (9) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Bridgeport Pasty LLC

[O2013-5119]

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

SECTION 1. Permission and authority are hereby given and granted to Bridgeport Pasty LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 3145 South Morgan Street. Said light fixtures at South Morgan Street measure two (2) at one (1) foot in length, one (1) foot in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Sixty and no/100 Dollars ($60.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible] Brothers Auto Care

[O2013-5022]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Brothers Auto Care, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as [illegible] North Ashland Avenue. Said sign structures measure as follows: along North Ashland Avenue: two (2) at six (6) feet in length, three (3) feet in height and twelve (12) feet above grade level and one (1) at six (6) feet in length, six (6) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred Seventy-five and no/100 Dollars ($475.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June [illegible], 2013.

Cafe Iberico

Light Fixtures

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Iberico upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 737 -- 739 North LaSalle Drive. Said light fixtures at North LaSalle Drive measure each at one point two five (1.25) feet in length, point seven five (.75) feet in width and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The permittee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Twenty-five and no/100 Dollars ($25.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible] Cafe.

(Sign)

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Cafe, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North LaSalle Drive. Said sign structure measures as follows: along North LaSalle Drive at [illegible] feet in length, [illegible] feet in height and ten (10) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other ordinance provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Central Lakeview Merchants
965 W. George St.

O2013-5519

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

SECTION 1. Permission and authority are hereby given and granted to Central Lakeview Merchants, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 965 West George Street. Said planter at West George Street measures eleven (11) feet in length and three (3) feet in width for a total of thirty-three (33) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print(s) on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101117 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Central Lakeview Merchants
3059 N. Sheffield Ave.

O2013-55[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Central Lakeview Merchants, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) planter on the public right-of-way for beautification purposes adjacent to its premises known as 3244 North Sheffield Avenue. Said planter at North Sheffield Avenue measures one (1) at one (1) foot in length and three (3) feet in width for a total of three (3) square feet. Grantee must allow [illegible] unobstructed space for pedestrian passage at all times pursuant to regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said planter shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Centro.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Centro, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as [illegible] North Wells Street. Said sign structures measure as follows: along North Wells Street and West Superior Street: one (1) at fourteen point five (14.5) feet in length, one (1) foot in height and fifteen (15) feet above grade level; one (1) at three point two five (3.25) feet in length, two point seven five (2.75) feet in height and eleven point seven five (11.75) feet above grade level. Said sign structure measures as follows: along North Wells Street: one (1) at two point nine two (2.92) feet in length, two point eight three (2.83) feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Chicago Computer Club.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Computer Club, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 329 -- 331 East 35th Street. Said sign shall be measured as follows: along East 35th Street at [illegible] feet in length, [illegible] feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Chicago Hilton & Towers.

[O2013-5066]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Hilton & Towers, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty (20) light fixtures projecting over the public right-of-way adjacent to its premises known as 720 South Michigan Avenue. Said light fixtures at East 8th Street measure nine (9) at point three three (.33) foot in length, eleven point five (11.5) feet in width and eleven point five (11.5) feet above grade level. Said light fixtures at East Balbo Drive measure eight (8) at point three three (.33) foot in length, eleven point five (11.5) feet in width and eleven point five (11.5) feet above grade level. Said light fixtures at South Wabash Avenue measure three (3) at point three three (.33) foot in length, eleven point five (11.5) feet in width and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107103 herein granted the sum of One Hundred Seventy and no/100 Dollars ($170.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Chicago Symphony Orchestra/The Orchestral Association

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Symphony Orchestra/The Orchestral Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 67 East Adams Street. Said canopies at East Adams Street measure two (2) at twenty-two (22) feet in length and one and one-half (1.5) feet in width for a total of sixty-six (66) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible]

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West North Avenue. Said sign structure measures as follows: along West North Avenue at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Dollars ($[illegible]) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Chipotle Mexican Grill
Light Fixtures

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Chipotle Mexican Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, [illegible] light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] East Ontario Street. Said light fixtures at East Ontario Street measure [illegible] two (2) feet in length, [illegible] feet in width and sixteen (16) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102113 herein granted the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Chipotle Mexican Grill
Security Camera.

[SO2013-5246]

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

SECTION 1. Permission and authority are hereby given and granted to Chipotle Mexican Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) security camera projecting over the public right-of-way for security purposes adjacent to its premises known as [illegible] East Ontario Street. Said security camera at East Ontario Street measures one point five (1.5) feet in length, [illegible] feet in width and elevated at [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said security camera shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104115 herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

Crossing Foods LLC

[O2013-3278]

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

SECTION 1. Permission and authority are hereby given and granted to Crossing Foods LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) ornament (decking) which projects over the public right-of-way adjacent to its premises known as 1970 West North Avenue. Said existing structural ornament (decking) which measures eight (8) feet in length and twenty (20) inches in width. Structural ornament (decking) which is attached to the building facade along West North Avenue is twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1116554 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 1, 2013.

Crazy Calabrese

[O2013-5912]

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

SECTION 1. Permission and authority are hereby given and granted to Crazy Calabrese upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Harlem Avenue. Said sign structure measures as follows: along North Harlem Avenue at eight (8) feet in length, eight (8) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Custom Properties LLC.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Custom Properties LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) stairways on the public right-of-way adjacent to its premises known as [illegible] -- [illegible] West Cullerton Street. Said stairways at West Cullerton Street measure two (2) at sixty-three (63) feet in length and four (4) feet in width for a total of five hundred four (504) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1117613 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 25, 2012.

Drybar Chicago.

[O2013-5264]

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

SECTION 1. Permission and authority are hereby given and granted to Drybar Chicago, LLC, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, two (2) park benches on the public right-of-way adjacent to its premises known as 644 West Diversey Parkway. Said park benches at West Diversey Parkway measure two (2) at four point two five (4.25) feet in length and one point five (1.5) feet in width for a total of twelve point seven five (12.75) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1103704 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

DePaul University.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed one (1) marquee(s) projecting over the public right-of-way adjacent to its premises known as 60 East Balbo Avenue. Said marquee at East Balbo Avenue measures sixty-three (63) feet in length and fourteen (14) feet in width for a total of eight hundred eighty-two (882) square feet. Said marquee is at approximately twelve (12) feet, eight (8) inches above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106496 herein granted the sum of Eighty-eight and no/100 Dollars ($88.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 9, 2013.

Devon & Western Currency Exchange, Inc.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Devon & Western Currency Exchange, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, six (6) light fixtures projecting over the public right-of-way adjacent to its premises known as 2400 West Devon Avenue. Said light fixtures at West Devon Avenue measure(s) as follows: [illegible] (55) feet in length, [illegible] in width and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred [illegible] and no/100 Dollars ($[illegible]) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2013.

Dog & Kitty In The City

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Dog & Kitty in the City, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Halsted Street. Said sign structure measures as follows: along North Halsted Street at a point [illegible] feet in length, three (3) feet in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1128545 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Drinking Bird.

(O2013-5774)

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

SECTION 1. Permission and authority are hereby given and granted to The Drinking Bird upon the terms and subject to the conditions of this ordinance to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2201 North Clybourn Avenue. Said sign structures measure as follows: along North Clybourn Avenue: one at a length of two point five (2.5) feet in length, eight (8) feet in height and ten (10) feet above grade level; and one at a length of three (3) feet in length, two point five (2.5) feet in height and at a height of ten (10) feet above grade level. The location of said sign structures shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structures shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dunkin' Donuts.

[O2012-5722]

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin' Donuts, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South Cicero Avenue. Said sign structure measures as follows; along South Cicero Avenue: at [illegible] feet in length, [illegible] feet in height and twelve (12) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 9, 2012.

East Bank Club.

(Bicycle Racks)

(O2013-5060)

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

SECTION 1. Permission and authority are hereby given and granted to East Bank Club, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) bicycle racks on the public right-of-way adjacent to its premises known as 500 North Kingsbury Street. Said bicycle racks at North Kingsbury Street measure three (3) at nine point one seven (9.17) feet in length and two point nine two (2.92) feet in width for a total of eighty point three three (80.33) square feet; and two (2) at seven point one seven (7.17) feet in length and two point nine two (2.92) feet in width for a total of forty-one point eight seven (41.87) square feet. The location of said privilege shall be as shown on prints on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

East Bank Club
Planters

(O2013-5279)

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

SECTION 1. Permission and authority are hereby given and granted to East Bank Club, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 500 North Kingsbury Street. Said planters at West Illinois Street measure two (2) at twenty (20) feet in length and five (5) feet in width for a total of two hundred (200) square feet. Said planters at North Kingsbury Street measure one (1) at seventy point five (70.5) feet in length and seven point two five (7.25) feet in width for a total of five hundred eleven point one three (511.13) square feet and one (1) at sixty (60) feet in length and seven point two five (7.25) feet in width for a total of four hundred thirty-five (435) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations established by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00), on an annual basis.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fado's

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 521 North Rush Street. Said sign structure measures as follows: along East Grand Avenue, at one (1) and three-tenths (1.3) feet in length, eight (8) feet in height and seventeen point three three (17.33) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105122 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

El Patio Restaurant.

(O2012-3372)

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

SECTION 1. Permission and authority are hereby given and granted to El Patio Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4522 South Archer Avenue. Said sign structure measures as follows: along South Archer Avenue, one (1) point two five (1.25) feet in length, three (3) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible] 2013.

[illegible] Systems, Inc.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Systems, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as [illegible] West [illegible] Street. Said security cameras at West [illegible] Street measure [illegible] in length and four (4) feet in width and fourteen point seven five (14.75) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

El Trebol Corporation.

[O2013-5195]

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

SECTION 1. Permission and authority are hereby given and granted to El Trebol Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1132 West 18th Street. Said sign structure measures as follows: along West 18th Street at four [illegible] eight [illegible] feet in length, four point five (4.5) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Elephant & Castle Pub & Restaurant.

[O2013-5282]

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

SECTION 1. Permission and authority are hereby given and granted to Elephant & Castle Pub & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 163 East Huron Street. Said light fixtures at North St. Clair Street measure three (3) at one point eight three (1.83) feet in length, two point three three (2.33) feet in width and eight (8) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106123 herein granted the sum of Eighty-five and no/100 Dollars ($85.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Enterprise Rent-A-Car.

[O2013-5244]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Rent-A-Car, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1224 South Western Avenue. Said sign structures measure as follows: along South Western Avenue: one (1) at twenty-nine (29) feet in length, two point five two (2.52) feet in height and fifteen point five (15.5) feet above grade level; and one (1) at fourteen point six seven (14.67) feet in length, three point two five (3.25) feet in height and twelve point one seven (12.17) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1091469 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

ER&J Food & Liquor, Inc.

[O2013-5163]

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

SECTION 1. Permission and authority are hereby given and granted to ER&J Food & Liquor, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 654 -- 658 East 67th Street. Said sign structure measures as follows: along East 67th Street, at four point six seven (4.67) feet in length, six point eight three (6.83) feet in height and eleven point one seven (11.17) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107178 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 15, 2011.

[illegible] Village [illegible]

[O2013-5864]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Village [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 2160 North Lincoln Avenue. Said light fixtures at North Sheffield Avenue measure three (3) at point five (.5) feet in length, one (1) foot in width and seven (7) feet above grade level. Said light fixtures at North Lincoln Avenue measure three (3) at point five (.5) feet in length, one (1) foot in width and seven (7) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Euro Collision

[O2013-5055]

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

SECTION 1. Permission and authority are hereby given and granted to Euro Collision upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) occupation of space on the public right-of-way adjacent to its premises known as 2232 South Wabash Avenue (rear). Said occupation of space at South Wabash Avenue (alley) measures twelve (12) feet in length and three (3) feet in width for a total of thirty-six (36) square feet. Said occupation of space (structure for basement entrance) will be located at rear of building. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106550 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Extra Value Food & Liquor.

[O2013-5152]

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

SECTION 1. Permission and authority are hereby given and granted to Extra Value Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6257 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, at forty-four (44) feet in length, four point five (4.5) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible] Dollar
[illegible] S. Cicero Ave.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Dollar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South Cicero Avenue. Said sign structure measures as follows: along South Cicero Avenue at twenty-four point six seven (24.67) feet in length, two (2) feet in width and fourteen (14) feet above grade level. The location of said sign structure shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The Permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Family Dollar.
3353 N. Milwaukee Ave.
Privilege No. [illegible]

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3353 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at twenty point seven five (20.75) feet in length, eight point six seven (8.67) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The Permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Family Dollar

3253 N. Milwaukee Ave.

[Privilege No. 1104931]

(O2013-5098)

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign(s) projecting over the public right-of-way attached to its premises known as 3253 North Milwaukee Avenue. Said sign structure(s) measures as follows: along North Milwaukee Avenue: [illegible] (30) feet in length, [illegible] (8) feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104931 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Family Dollar Store No. 2920

(O2013-5190)

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 2920 upon the terms and subject to the conditions of this ordinance to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3026 South Pulaski Road. Said sign structures measure as follows: along South Pulaski Road: one (1) at twelve (12) feet in length, eight (8) feet in height and fifteen point nine two (15.92) feet above grade level and one (1) at twenty-seven (27) feet in length, three point five (3.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Family Medical Center.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Family Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign(s) projecting over the public right-of-way attached to its premises known as 432 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road: at five point seven (5.7) feet in length, four point five one (4.51) feet in height and ten point one seven (10.17) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106432 herein granted the sum of One Hundred and no/100 Dollars ($100.00), per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 12, 2013.

Cast Entertainment, Inc.

[O2013-5091]

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

SECTION 1. Permission and authority are hereby given and granted to Cast Entertainment, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3258 North Kostner Avenue. Said sign structure measures as follows: along North Kostner Avenue at eight (8) feet in length, two (2) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107568 herein granted the sum of Three Hundred and no/100 Dollars ($300.00), per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Fresenius Medical Care Ventures, LLC

(O2013-5417)

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

SECTION 1. Permission and authority are hereby given and granted to Fresenius Medical Care Ventures, LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2736 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue: at twenty-four point six six (24.66) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1108941 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Friendly Food & Liquors

[O2013-5379]

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

SECTION 1. Permission and authority are hereby given and granted to Friendly Food & Liquors upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue at [illegible] feet in length, [illegible] feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign/signboard structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June [illegible], 2013.

General Iron Industries, Inc.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to General Iron Industries, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, three (3) bollards on the public right-of-way adjacent to its premises known as 1909 North Clifton Avenue. Said bollards at North Clifton Avenue measure nine (9) at one (1) foot in length and one (1) foot in width for a total of nine (9) square feet. Existing bollards are approximately three (3) feet in height. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Six Hundred Seventy-five and no/100 Dollars ($675.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 9, 2013.

Giordano's Restaurant

[O2013-5076]

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

SECTION 1. Permission and authority are hereby given and granted to Giordano's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1040 South Michigan Avenue. Said sign structures measure as follows: along South Michigan Avenue: one (1) at twenty-eight (28) feet in length, three point nine two (3.92) feet in height and fifteen (15) feet above grade level; one (1) at twenty-one [illegible] feet in length, [illegible] feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104899 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Glen Lerner LLC.

[O2013-5254]

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

SECTION 1. Permission and authority are hereby given and granted to Glen Lerner LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1000 West Lake Street. Said sign structure measures as follows: along West Lake Street, at five point three three (5.33) feet in length, one point five (1.5) feet in height and two point six seven (2.67) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106458 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Go Cycle LLC

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Go Cycle LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a [illegible] over the public right-of-way adjacent to its premises known as [illegible] West North Avenue. Said [illegible] at West North Avenue measures two point seven (2.7) feet in length and eight (8) feet in width for a total of twenty-one point six (21.6) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department — Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1129725 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Guaranteed Rate

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Guaranteed Rate upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) banners projecting over the public right-of-way adjacent to its premises known as 4521 North Ravenswood Avenue. Said banners at North Ravenswood Avenue measure two (2) at two and sixty-six hundredths (2.66) feet in length and six and twenty-five hundredths (6.25) feet in width for a total of thirty-three and twenty-five hundredths (33.25) square feet. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105445 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

* * *

[illegible].

[O2013-5344]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3667 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue at two (2) feet in length, eight (8) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107219 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 1, 2013.

Harrison Street Lofts Condominium.

(O2013-5077)

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

SECTION 1. Permission and authority are hereby given and granted to Harrison Street Lofts Condominium, upon the terms and subject to the conditions of this ordinance, to maintain and use as constructed two (2) vaults under the public right-of-way adjacent to its premises known as 547 South Clark Street. Said vault at South Clark Street measures one (1) at ninety-five (95) feet in length and fifteen (15) feet in width for a total of one thousand four hundred twenty-five (1,425) square feet. Said vault at West Harrison Street measures one (1) at ninety-five (95) feet in length and six (6) feet in width for a total of five hundred seventy (570) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106664 herein granted the sum of One Thousand Eight Hundred Sixty-seven and no/100 Dollars ($1,867.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after November 5, 2012.

[illegible]'s Oriental Restaurant.

(O2013-5020)

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

SECTION 1. Permission and authority are hereby given and granted to [illegible]'s Oriental Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 2659 West Lawrence Avenue. Said light fixtures at West Lawrence Avenue measure two (2) at one (1) foot in length, one (1) foot in width and nine point four (9.4) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107084 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible] Nails No. 7.

(O2013-5063)

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Nails Number 7, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 123 West Lake Street. Said sign structure measures as follows: along West Lake Street, at four (4) feet in length, two (2) feet in height and thirteen point five (13.5) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege No. 1107207 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after June 11, 2013.

Intelligentsia Coffee & Tea, Inc.

(O2013-3791)

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

SECTION 1. Permission and authority are hereby given and granted to Intelligentsia Coffee & Tea, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3123 North Broadway. Said sign structure measures as follows: along North Broadway, at one (1) foot in length, two (2) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Intrinsik.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Intrinsik, upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) sign(s) projecting over the public right-of-way attached to its premises known as 320 South Wells Street. Said sign structure measures as follows: along South Franklin Street: one (1) at seven (7) feet in length, ten (10) feet in height and twenty (20) feet above grade level. Said sign structure measures as follows: along South Franklin Street: one (1) at seven (7) feet in length, seven (7) feet in height and thirty-four (34) feet above grade level. Said sign structure measures as follows: along West Van Buren Street: one (1) at seven (7) feet in length, ten (10) feet in height and twenty (20) feet above grade level. Said sign structure measures as follows: along West Van Buren Street: one (1) at seven (7) feet in length, seven (7) feet in height and thirty-four (34) feet above grade level. Said sign structure measures as follows: along South Wells Street: one (1) at five (5) feet in length, ten (10) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign(s) shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

J&J Fish.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to J&J Fish, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] East Adams Street. Said sign structure measures as follows: along East Adams Street at one point eight (8) feet in length, three (3) feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Jose's Food & Liquor

[O2013-2975]

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

SECTION 1. Permission and authority are hereby given and granted to Jose's Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3628 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue at two point seven (2.7) feet in length, fourteen (14) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

John Marshall Law School

[O2013-3074]

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

SECTION 1. Permission and authority are hereby given and granted to John Marshall Law School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) banners projecting over the public right-of-way attached to its premises known as 315 West Jackson Boulevard. Said banners at West Jackson Boulevard measure two (2) at three (3) feet in length and sixteen (16) feet in width for a total of ninety-six (96) square feet. Said banners at South Plymouth Court measure two (2) at three (3) feet in length and sixteen (16) feet in width for a total of ninety-six (96) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee shall hold harmless the City of Chicago for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

John Rago Sons.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to John Rago Sons upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Western Avenue. Said sign structure measures as follows: along North Western Avenue at six (6) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Kelsey's.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Kelsey's upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] N. Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue at [illegible] feet in length, [illegible] feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible]

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Lincoln Avenue. Said sign structure measures as follows: along [illegible] North Lincoln Avenue at [illegible] feet in length, ten (10) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible]

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2607 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road: at ten point six two (10.62) feet in length, six point zero eight (6.08) feet in height and seventeen point one seven (17.17) feet above grade level. The location of said sign structure shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105635 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Kingdom Chicharrones Inc.

(Or2013-1158)

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

SECTION 1. Permission and authority are hereby given and granted to Kingdom Chicharrones Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 5020 South Western Avenue. Said sign structure measures as follows: along South Western Avenue: one (1) at eighteen point four two (18.42) feet in length, one point eight three (1.83) feet in height and ten (10) feet above grade level; one (1) at eight point eight two (8.82) feet in length, one point eight three (1.83) feet in height and ten (10) feet above grade level; and one (1) at thirty-three point three three (33.33) feet in length, three (3) feet in height and fifteen (15) feet above grade level. The location of said sign structure shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other related provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1159153 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

La Bruna.

[Or2013-5080]

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

SECTION 1. Permission and authority are hereby given and granted to La Bruna upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2221 West 47th Street. Said sign structure measures as follows: along West 47th Street: five (5) feet in length, eight (8) feet in height and fifteen (15) feet above grade level. The location of said sign shall be as shown on sketch on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other related provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1160150 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

La Luce.

Fire Escape.

[O2013-6256]

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

SECTION 1. Permission and authority are hereby given and granted to La Luce upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) fire escape projecting over the public right-of-way adjacent to its premises known as 1393 West Lake Street. Said fire escape at West Lake Street measures thirty-five (35) feet in length and two (2) feet in width for a total of seventy (70) square feet. The location of said fire escape shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said fire escape shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 10, 2010.

La Luce.

Sign.

[O2013-5057]

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

SECTION 1. Permission and authority are hereby given and granted to La Luce upon the terms and subject to the conditions of this ordinance to maintain and use one (1) [illegible] sign structure(s) projecting over the public right-of-way adjacent to its premises known as 1057 West [illegible] Street. Said sign structure measures as follows: along North [illegible] Street: at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said sign structure shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January [illegible], 2013.

Lakeview Medical Campus LLC.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Lakeview Medical Campus LLC upon the terms and subject to the conditions of this ordinance to maintain and use two (2) sign structure(s) projecting over the public right-of-way adjacent to its premises known as [illegible] West Belmont Avenue. Said sign structure(s) measure as follows: along West Belmont Avenue: [illegible] feet in length, [illegible] feet in height and twenty [illegible] feet above grade level; [illegible] five (5) feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said sign structure(s) shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structure(s) shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106333 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Lao Sze Chuan Restaurant.

[O2013-5310]

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

SECTION 1. Permission and authority are hereby given and granted to Lao Sze Chuan Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4832 North Broadway. Said sign structure measures as follows: along North Broadway, at sixteen (16) feet in length, four point eight three (4.83) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102844 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Latin School Of Chicago

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to The Latin School of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 59 West North Boulevard. Said planter at North Clark Street measures [illegible] feet in length and five point five (5.5) feet in width for a total of two hundred [illegible] square feet. Said planter at North Clark Street measures [illegible] twenty-five (25) feet in length and five point five (5.5) feet in width for a total of one hundred thirty-seven point five (137.5) square feet. Said planter at North Clark Street measures [illegible] feet in length and five point five (5.5) feet in width for a total of one hundred eighty [illegible] square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January [illegible], 2013.

La Wayland Learning Center, Inc.

[SO2013-2104]

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

SECTION 1. Permission and authority are hereby given and granted to La Wayland Learning Center, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) fence on the public right-of-way adjacent to its premises known as 4650 -- 4672 South Pulaski Road. Said fence at South Pulaski Road measures one hundred seventy-five (175) feet in length and one (1) foot in width for a total of one hundred seventy-five (175) square feet. Existing fencing is approximately six (6) feet in height. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1125519 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 6, 2013.

Loft Works On Michigan LLC.

[SO2013-5746]

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

SECTION 1. Permission and authority are hereby given and granted to Loft Works on Michigan LLC, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, three (3) balconies projecting over the public right-of-way adjacent for its premises known as 1519 South Michigan Avenue. Said balconies at South Michigan Avenue measure three (3) at eighteen point eight (18.8) feet in length and five point six (5.6) feet in width for a total of three hundred fifteen point eight four (315.84) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106639 herein granted the sum of Two Hundred Twenty-five and no/100 Dollars ($225.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 21, 2009.

Loyola University Chicago.

[O2013-4572]

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) conduit under the public right-of-way adjacent to its premises known as 6525 North Sheridan Road. Said conduit at public alley measures fifteen (15) feet in length and two (2) feet in width for a total of thirty (30) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Chase A. Salazar, Inc.

(O2013-5128)

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

SECTION 1. Permission and authority are hereby given and granted to Chase A. Salazar, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) banners projecting over the public right-of-way adjacent to its premises known as 2119 West Belmont Avenue. Said banner at West Belmont Avenue measures one (1) at two (2) feet in length and four (4) feet in width for a total of eight (8) square feet. Said banner at West Belmont Avenue measures one (1) at two (2) feet in length and four (4) feet in width for a total of eight (8) square feet. Said banner at West Belmont Avenue measures one (1) at two (2) feet in length and four (4) feet in width for a total of eight (8) square feet. Said banner at West Belmont Avenue measures one (1) at two (2) feet in length and four (4) feet in width for a total of eight (8) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2012.

Macku.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Macku, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] North Clybourn Avenue. Said light fixtures at North Clybourn Avenue measure two (2) at two (2) feet in length, two (2) feet in width and [illegible] feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Maya's Pizza, Inc.

[Or2013-4[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Maya's Pizza, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 8950 South Commercial Avenue. Said sign structure measures as follows: along South Commercial Avenue at horizontal length 3.08 feet in length, four (4) feet in height and a [illegible] of eight (8.00) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

MB Real Estate/AAT One North LaSalle Properties, LLC.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to MB Real Estate/AAT One North LaSalle Properties, LLC, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed four (4) foundation supports under the public sidewalk adjacent to its premises known as 1 North LaSalle Street. Said concrete foundation supports on North LaSalle Street shall be [illegible] (4) square posts

Said concrete foundations shall measure two (2) feet in length and two (2) feet in width for each bearing post. Said bearing posts shall be used to support an emergency backup generator approximately fifteen (15) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106047 herein granted the sum of One Thousand Six Hundred and no/100 Dollars ($1,600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

* * * *

McCormick & Schmick's Seafood Restaurant.
Revolving Door.

[O2013-5265]

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

SECTION 1. Permission and authority are hereby given and granted to McCormick & Schmick's Seafood Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) revolving door on the public right-of-way adjacent to its premises known as 41 East Chestnut Street. Said revolving door at East Chestnut Street measures four (4) feet in length and twenty-one (21) feet in width for a total of eighty-four (84) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments made after the due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of one (1) year from and after May 20, 2013.

McCormick & Schmick's Seafood Restaurant.

Trees.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to McCormick & Schmick's Seafood Restaurant, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, four (4) trees on the public right-of-way for beautification purposes adjacent to its premises known as 41 East Chestnut Street. Said trees at North Rush Street measure two (2) at two point five (2.5) feet in length and two point five (2.5) feet in width for a total of twelve point five (12.5) square feet. Said trees at East Chestnut Street measure two (2) at two point five (2.5) feet in length and two point five (2.5) feet in width for a total of twelve point five (12.5) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 20, 2013.

MCDONALD'S.

[Or2013-384]

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South Stony Island Avenue. Said sign structure measures as follows: along South Stony Island Avenue, at fourteen point one seven (14.17) feet in length, fourteen (14) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107512 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Meineke Car Care Center No. 2290.

(O2015-4321)

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

SECTION 1. Permission and authority are hereby given and granted to Meineke Car Care Center Number 2290, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as [illegible] North Lincoln Avenue. Said sign structures measure as follows: along North Lincoln Avenue: one (1) at twelve point zero eight (12.08) feet in length, zero point zero eight (0.08) feet in width and twenty-four (24) feet above grade level and one (1) at eight (8) feet in length, four (4) feet in width and fourteen (14) feet above grade level. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Mexican Fine Arts.

(O2015-5761)

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

SECTION 1. Permission and authority are hereby given and granted to Mexican Fine Arts, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bollards on the public right-of-way adjacent to its premises known as 1852 West 19th Street. Said bollards at 19th Street measure one (1) at feet in length and one (1) foot in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Dollars ($[illegible]) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February [illegible], 2013.

Milwaukee Noble LLC.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Milwaukee Noble LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue at [illegible] feet in length, [illegible] feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department — Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

MP Catalyst LLC.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to MP Catalyst LLC, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 125 North Desplaines Street. Said planters at North Desplaines Street measure one (1) at [illegible] feet in length and two (2) feet in width for a total of [illegible] square feet; one (1) at thirty (30) feet in length and six (6) feet in width for a total of one hundred eighty (180) square feet; and one (1) at thirty-five (35) feet in length and six (6) feet in width for a total of two hundred ten (210) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per the rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Naya Grill & Pizza.

(O2013-5127)

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

SECTION 1. Permission and authority are hereby given and granted to Naya Grill & Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4230 1/2 South Archer Avenue. Said sign structure measures as follows: along South Archer Avenue at six (6) feet in length, four (4) feet in height and ten point seven five (10.75) feet above grade level. The location of said sign must be as shown on print kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1117257 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

National Car Wash

[O2013-2511]

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

SECTION 1. Permission and authority are hereby given and granted to National Car Wash upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 4940 North Broadway. Said planters at North Broadway measure two (2) at two (2) feet in length and two (2) feet in width for a total of eight (8) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107212 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 7, 2013.

New Horizon Stores

[O2013-1427]

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

SECTION 1. Permission and authority are hereby given and granted to New Horizon Stores, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as

2420 West 63rd Street. Said sign structure measures as follows: along West 63rd Street at [illegible] feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Northwest Insurance Network, Inc.

[O2013-5030]

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

SECTION 1. Permission and authority are hereby given and granted to Northwest Insurance Network, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ordinance

SO2013-[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as [illegible] North St. Clair Street. Said sign structures measure as follows: along North St. Clair Street: one (1) at eleven point [illegible] ([illegible]) feet in length, two point [illegible] ([illegible]) feet in height and twelve (12) feet above grade level; one (1) at fifty four point [illegible] ([illegible]) feet in length, three point one seven (3.17) feet in height and twelve (12) feet above grade level; and one (1) at four (4) feet in length, two (2) feet in height and eleven point five (11.5) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Seven hundred and no/100 Dollars ($700.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

O'Reilly Auto Parts No. 3267.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to O'Reilly Auto Parts Number 3267 upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South Western Avenue. Said sign structure measures as follows: along South Western Avenue at two points a distance of [illegible] feet in length, nine (9) feet in height and fourteen point two five (14.25) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Pegasus Restaurant & Taverna

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Pegasus Restaurant & Taverna, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, [illegible] light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] South Halsted Street. Said light fixtures at South Halsted Street measure [illegible] in length, [illegible] in width and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Dollars ([illegible]), per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible], 2013.

[illegible] No. 2 Food & Liquor

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Number 2 Food & Liquor, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, [illegible] light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] North Western Avenue. Said light fixtures at North Western Avenue measure [illegible] in length, [illegible] in width and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign/sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible], 2013.

[illegible] Development Center.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Development Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South Stony Island Avenue. Said sign structure measures [illegible] feet along South Stony Island Avenue and [illegible] feet in [illegible] and seven (7) feet above grade level. The aforementioned sign/sign structure shall be maintained per permit as required by the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign/sign shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2012.

Fabiano.

[SO2013-5791]

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

SECTION 1. Permission and authority are hereby given and granted to Fabiano, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) light fixtures projecting over the public right-of-way adjacent to its premises known as 91 East Madison Street. Said light fixtures at East Madison Street measure fifteen (15) feet in length and two (2) feet in width for a total of twenty (20) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Seven Hundred Forty-five and no/100 Dollars ($745.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

PLS Check Cashers -- 47th & Western.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to PLS Check Cashers -- 47th & Western, upon the terms and subject to the conditions of this ordinance, to maintain and use five (5) signs projecting over the public right-of-way attached to its premises known as 2400 West 47th Street. Said sign structures measure as follows: along West 47th Street: one (1) at eleven (11) feet in length, one (1) foot in height and ten (10) feet above grade level; one (1) at twelve (12) feet in length, four (4) feet in height and twelve (12) feet above grade level; and one (1) at twenty-four (24) feet in length, four (4) feet in height and twelve (12) feet above grade level. Said sign structures measure as follows: along South Western Avenue: one (1) at eleven (11) feet in length, one (1) foot in height and ten (10) feet above grade level; and one (1) at twenty-four (24) feet in length, four (4) feet in height and twelve (12) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign structures shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107853 herein granted the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Popeyes Louisiana Kitchen.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Popeyes Louisiana Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use and (1) sign projecting over the public right-of-way adjacent to its premises known as 1231 South Halsted Street. Said sign structure measures as follows; along South Halsted Street: one (1) at two point five (2.5) feet in length, three (3) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1109923 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Potbelly Sandwich Works

[SO2015-5304]

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

SECTION 1. Permission and authority are hereby given and granted to Potbelly Sandwich Works, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 924 West Belmont Avenue. Said canopy at West Belmont Avenue measures fifty (50) feet in length and one point seven five (1.75) feet in width for a total of eighty-seven point five (87.5) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after June 11, 2013.

Radio Shack No. 6296

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Radio Shack Number 6296, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign(s) projecting over the public right-of-way attached to its premises known as [illegible] South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road at two point five (2.5) feet in length and 4 feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on print on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Restaurant Sabor

[O2013-5317]

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

SECTION 1. Permission and authority are hereby given and granted to Restaurant Sabor upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Broadway. Said sign structure measures as follows: along North Broadway at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of *Project Development*) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible] Lofts c/o [illegible] Group

[O2013-5297]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Lofts c/o [illegible] Group, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) manhole under the public right-of-way adjacent to its premises known as 420 West Grand Avenue. Said manhole at West Grand Avenue measures one (1) foot in length and four (4) feet in width for a total of four (4) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105816 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 26, 2013.

Rock & Roll McDonalds.

[O2013-5293]

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

SECTION 1. Permission and authority are hereby given and granted to Rock & Roll McDonalds, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 600 North Clark Street. Said sign structure measures as follows: along North LaSalle Street and West Ontario Street, one (1) at twenty point zero eight (20.08) feet in length, nineteen point six seven (19.67) feet in height and forty-six (46) feet above grade level. Said sign structure measures as follows: along North Clark Street and West Ohio Street, one (1) at twenty point zero eight (20.08) feet in length, nineteen point six seven (19.67) feet in height and thirty-six (36) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104715 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after June 11, 2013.

Rockwell Partners.

[O2013-5305]

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

SECTION 1. Permission and authority are hereby given and granted to Rockwell Partners, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to the premises known as 2500 -- 2517 West Lawrence Avenue. Said sign structures measure as follows: along West Lawrence Avenue: two (2) at two (2) feet in length, six (6) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said signage shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104665 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Regis Hairstylists Plaza.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Regis Hairstylists Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue at a length of [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Salvation Army Thrift Store.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to The Salvation Army Thrift Store, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West 63rd Street. Said sign structure measures as follows: along West 63rd Street at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege No. [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible] Auto Group Inc.

Light Fixtures.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Auto Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] North Western Avenue. Said light fixtures at North Western Avenue measure each: two (2) feet in length, one (1) foot in width and sixteen (16) feet above-grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Siena Auto Group, Inc.

Planters.

O2019-5137

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

SECTION 1. Permission and authority are hereby given and granted to Siena Auto Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, [illegible] planters on the public right-of-way for beautification purposes adjacent to its premises known as [illegible] North Western Avenue. Said planters at North Western Avenue measure seven (7) feet in length and four (4) feet in width for a total of twenty-eight (28) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Sportsman's Inn Motel.

[O2013-5189]

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

SECTION 1. Permission and authority are hereby given and granted to Sportsman's Inn Motel, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] South [illegible] Avenue. Said sign shall be measured as follows: along South [illegible] Avenue at four (4) feet in length, seven (7) feet in height and seventeen (17) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after December 12, 2012.

St. Clement All School Reunion Party [illegible]

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to St. Clement All School Reunion Party, grantee, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed three (3) fire escapes projecting over the public right-of-way adjacent to its premises known as [illegible] North Orchard Street. Said fire escapes at North Orchard Street measure one (1) at thirty-five (35) feet in length and four point zero eight (4.08) feet in width for a total of one hundred forty-two point eight (142.8) square feet; one (1) at thirty-seven point five (37.5) feet in length and four point zero eight (4.08) feet in width for a total of one hundred fifty-three (153) square feet; and one (1) at thirty-six (36) feet in length and four (4) feet in width for a total of one hundred forty-four (144) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

St. Helen Church

SO2012-4202

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

SECTION 1. Permission and authority are hereby given and granted to St. Helen Church, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2315 West Augusta Boulevard. Said sign structure measures as follows: along West Augusta Boulevard: at seven (7) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105755 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Standard Bank & Trust Company

SO2012-4104

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

SECTION 1. Permission and authority are hereby given and granted to Standard Bank & Trust Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) building projection, overhanging over the public right-of-way adjacent to its premises known as 10535 South Ewing Avenue. Said building projection at South Ewing Avenue measures seventy-five (75) feet in length and three (3) feet in width for a total of two hundred twenty-five (225) square feet. Existing building projections a twelve (12) feet four (4) inches along [illegible]. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 18, 2012.

Standard Parking.

[O2011-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Standard Parking, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West [illegible] Street. Said sign structure measures as follows: along West [illegible] Street: at [illegible] feet in length and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department — Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

State Farm Insurance.

(Or2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to State Farm Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] West Lake Street. Said sign structure measures as follows: along West Lake Street at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said sign privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said sign privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

[illegible] Restaurant & Cafe

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Restaurant & Cafe, LLC, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, fifteen (15) light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] West Webster Avenue. Said light fixtures at West Webster Avenue measure [illegible] at two point five (2.5) feet in length, seventy-seven (77) inches in width and fifteen (15) feet above grade level. Said light fixtures at North [illegible] Street measure seven (7) at two point five (2.5) feet in length, seventy-seven (77) inches in width and fifteen (15) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Forty-five and no/100 Dollars ($145.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March [illegible], 2013.

State Street Barbers

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to State Street Barbers, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, one (1) pole projecting over the public right-of-way adjacent to its premises known as 3623 North Southport Avenue. Said pole at North Southport Avenue measures zero point seven five (0.75) feet in length and two point four two (2.42) feet in width for a total of one point eight two (1.82) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1124849 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 8, 2013.

Sferas.

(O2013-5827)

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

SECTION 1. Permission and authority are hereby given and granted to Sferas, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 650 North Ashland Avenue. Said light fixture at North Ashland Avenue measures two point two five (2.25) feet in length, point six six (0.66) feet in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other related provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1109078 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 6, 2010.

Steppenwolf.

[SO2010-5175]

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

SECTION 1. Permission and authority are hereby given and granted to Steppenwolf, upon the terms and subject to the conditions of this ordinance to maintain and use three (3) sign(s) projecting over the public right-of-way attached to its premises known as 1650 North Halsted Street. Said sign structures measure as follows: along North Halsted Street: two (2) at eight (8) feet in length, eight (8) feet in height and twelve point eight (12.8) feet above grade level and one (1) at five point five (5.5) feet in length, forty (40) feet in height and twenty-four (24) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other related provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1103306 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible] 2013.

Subway
[illegible] N. Clark St.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as [illegible] North Clark Street. Said sign structures measure as follows: along North Clark Street: one (1) at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level and one (1) at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said signs shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] and no/100 Dollars ([illegible]) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible] 2013.

Subway.
(535 N. Michigan Ave.)

[O2013-5350]

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

SECTION 1. Permission and authority are hereby given and granted to Subway, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) banner projecting over the public right-of-way adjacent to its premises known as 535 North Michigan Avenue. Said banner at North Michigan Avenue measures one point four (1.4) feet in length and five (5) feet in width for a total of seven (7) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106957 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 4, 2011.

Symphonyiri Group, Inc.

[O2013-5297]

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

SECTION 1. Permission and authority are hereby given and granted to Symphonyiri Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) vaults under the public right-of-way adjacent to its premises known as 150 North Clinton Street. Said vault at North Clinton Street measures one (1) at one hundred fifty (150) feet in length and ten (10) feet in width for a total of one thousand five hundred (1,500) square feet. Said vault at West Randolph Street measures one [illegible] one hundred fifty (150) feet in length and ten (10) feet in width for a total of one thousand five hundred (1,500) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Thousand [illegible] and no/100 Dollars ($3,342.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 24, 2013.

Little Donkey & [illegible]

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to Little Donkey & [illegible], upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] West Armitage Avenue. Said light fixtures at West Armitage Avenue measure: [illegible] feet in length, [illegible] feet in width and twenty (20) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107162 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2013.

One Talbott Hotel.

(Light Fixtures).

[O2013-5092]

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

SECTION 1. Permission and authority are hereby given and granted to One Talbott Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 20 East Delaware Place. Said light fixtures at East Delaware Place measure(s): four (4) at two point three (2.3) feet in length, point five (0.5) foot in width and sixteen point four (16.4) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107263 herein granted the sum of One Hundred Twenty and no/100 Dollars ($120.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 12, 2013.

The Talbott Hotel

Security Cameras

[O2013-5229]

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

SECTION 1. Permission and authority are hereby given and granted to The Talbott Hotel, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, eight (8) security cameras projecting over the public right-of-way adjacent to its premises known as 20 East Delaware Place. Said security cameras at East Delaware Place measure eight (8) at [illegible] foot in length, and [illegible] foot in width for a total of [illegible] square feet, [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after June 11, 2013.

[illegible] Club, Inc.

[O2013-5114]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Club, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) security cameras projecting over the public right-of-way for security purposes adjacent to its premises known as 3800 South Kedzie Avenue. Said security camera at South Kedzie Avenue measures one (1) at point four two (.42) feet in length, point two five (.25) feet in width and twelve point five (12.5) feet above grade level. Said security camera at West 38th Street measures one (1) at point four two (.42) feet in length, point two five (.25) feet in width and twelve point five (12.5) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067724 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 5, 2013.

* * *

Magnetic Lubricants, Inc.

SO2013-4104

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

SECTION 1. Permission and authority are hereby given and granted to Magnetic Lubricants, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3652 West 55th Street. Said sign structure measures as follows: along West 55th Street at four point five (4.5) feet in length, three point five (3.5) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department — Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106137 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Taqueria Los Comales No. 1 Inc.

(O2013-4619)

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Los Comales Number 1 Inc., upon the terms and subject to the conditions of this ordinance to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3141 West 26th Street. Said sign structures measure as follows: along West 26th Street: one (1) at six (6) feet in length, eight (8) feet in height and fourteen (14) feet above grade level and one (1) at six (6) feet in length, three (3) feet in height and ten (10) feet above grade level. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102420 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Taqueria Los Gallos, Inc.

[O2013-5165]

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Los Gallos, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4209 -- 4211 West 26th Street. Said sign structure measures as follows: along West 26th Street, at eight (8) feet in length, eleven (11) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107176 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Toni's Pizza And Pasta.

[O2013-5261]

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

SECTION 1. Permission and authority are hereby given and granted to Toni's Pizza and Pasta, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 455 North Milwaukee Avenue. Said sign structure measures as follows: along West Hubbard Street, at nine (9) feet in length, one (1) foot in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106127 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Tower 10 Glades LLC.

(Caissons)

[O2013-5336]

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

SECTION 1. Permission and authority are hereby given and granted to Tower 10 Glades LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirteen (13) caissons under the public right-of-way adjacent to its premises known as 845 North State Street. Said caissons at North State Street measure one (1) at nine (9) feet in length and two point eight three (2.83) feet in width for a total of twenty-five point four seven (25.47) square feet, one (1) at seventeen point five (17.5) feet in length and five point one seven (5.17) feet in width for a total of ninety point four eight (90.48) square feet, one (1) at nine (9) feet in length and two point eight three (2.83) feet in width for a total of twenty-five point four seven (25.47) square feet, one (1) at nine point eight three (9.83) feet in length and three point three three (3.33) feet in width for a total of thirty-two point seven three (32.73) square feet, one (1) at nine point eight three (9.83) feet in length and three point three three (3.33) feet in width for a total of thirty-two point seven three (32.73) square feet, one (1) at fifteen point one seven (15.17) feet in length and four point one seven (4.17) feet in width for a total of sixty-three point two six (63.26) square feet, one (1) at ten point one seven (10.17) feet in length and three point three three (3.33) feet in width for a total of thirty-three point eight seven (33.87) square feet, one (1) at six point five eight (6.58) feet in length and one point one seven (1.17) feet in width for a total of seven point seven (7.7) square feet, one (1) at six point eight three (6.83) feet in length and two point three three (2.33) feet in width for a total of fifteen point nine one (15.91) square feet, one (1) at ten point one six (10.16) feet in length and two point three three (2.33) feet in width for a total of twenty-three point six seven (23.67) square feet, one (1) at ten point one six (10.16) feet in length and three point three three (3.33) feet in width for a total of thirty-three point eight three (33.83) square feet, one (1) at ten point one six (10.16) feet in length and three point three three (3.33) feet in width for a total of thirty-three point eight three (33.83) square feet and one (1) at five point five (5.5) feet in length and one (1) foot in width for a total of five point five (5.5) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106833 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Tower 10 Charles LLC
Planters

[SO2013-5157]

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

SECTION 1. Permission and authority are hereby given and granted to Tower 10 Charles LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 546 North State Street. Said planters at North State Street measure one (1) at thirty-four point eight three (34.83) feet in length and five point seven five (5.75) feet in width for a total of two hundred point two seven (200.27) square feet; one (1) at thirty-four point six seven (34.67) feet in length and five point seven five (5.75) feet in width for a total of one hundred ninety-nine point three five (199.35) square feet and one (1) at thirteen point three three (13.33) feet in length and five point seven five (5.75) feet in width for a total of seventy-six point six five (76.65) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107843 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after the date of passage.

Trader Joe's East

[SO2013-5157]

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

SECTION 1. Permission and authority are hereby given and granted to Trader Joe's East upon the terms and subject to the conditions of this ordinance to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 48 East Ontario Street. Said sign structure measures as follows: along North Wabash Avenue and East Ontario Street: one (1) at five point five (5.5) feet in length, eight point five (8.5) feet in height and fifteen (15) feet above grade level. Said sign structure measures as follows: along East Ontario Street: one (1) at thirty-three point eight three (33.83) feet in length, three point two (3.2) feet in height and fifteen (15) feet above grade level. Said sign structure measures as follows: along North Wabash Avenue: one (1) at thirty-three point eight three (33.83) feet in length, three point two (3.2) feet in height and fifteen (15) feet above grade level. The locations of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1117403 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 6, 2013.

The University Of Chicago.
5841 S. Maryland Ave.
(Conduits.)

[SO2013-5137]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use twelve (12) conduits under the public right-of-way adjacent to its premises known as 5841 South Maryland Avenue. Said conduits at South Maryland Avenue measure one (1) at one point eight three (1.83) feet in length and six point nine two (6.92) feet in width for a total of twelve point six six (12.66) square feet; two (2) at two point zero eight (2.08) feet in length and seven point six seven (7.67) feet in width for a total of thirty-one point nine (31.9) square feet; four (4) at two (2) feet in length and seven (7) feet in width for a total of sixty (60) square feet; one (1) at three point three three (3.33) feet in length and six point four three ([illegible]) feet in width for a total of eight point [illegible] square feet; one (1) at one point two five (1.25) feet in length and six (6) feet in width for a total of seven point five (7.5) square feet; two (2) at one point two five (1.25) feet in length and [illegible] feet in width for a total of [illegible] square feet; and one (1) at three point one seven (3.17) feet in length and ten point [illegible] feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other related provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Dollars ([illegible]) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago
[illegible] S. Maryland Ave.
(Sheetings).

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use two (2) sheetings under the public right-of-way adjacent to its premises known as [illegible] South Maryland Avenue. Said sheetings at South Maryland Avenue measure: One (1) at seventy-two point [illegible] feet in length and three (3) feet in width. Said sheeting shall be approximately six (6) inches below grade level. One (1) at [illegible] point one seven ([illegible]) feet in length and three (3) feet [illegible] inches in width. Said sheeting shall be approximately six (6) inches below grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University Of Chicago

[illegible] S. Maryland Ave.

(Trellis Systems)

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirty-nine (39) trellis systems over the public right-of-way adjacent to its premises known as [illegible] South Maryland Avenue. Said trellis systems at South Maryland Avenue measure thirteen (13) at fifty point five eight (50.58) feet in length and two (2) feet in width for a total of one thousand three hundred fifteen point zero eight (1,315.08) square feet and six (6) at twenty-eight point five (28.5) feet in length and two (2) feet in width for a total of three hundred forty-two (342) square feet. Said trellis systems at South Cottage Grove Avenue measure twenty (20) at forty-five point seven five (45.75) feet in length and two (2) feet in width for a total of one thousand eight hundred thirty (1,830) square feet. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1100274 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The University of Chicago.
(5555 S. Woodlawn Ave.)

[O2013-5098]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, three (3) manholes under the public right-of-way adjacent to its premises known as 5555 South Woodlawn Avenue. Said manholes at South Woodlawn Avenue measure three (3) at forty (40) feet in length and four (4) feet in width for a total of four hundred eighty (480) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107771 herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 7, 2013.

Village West Veterinary.

[O2013-5054]

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

SECTION 1. Permission and authority are hereby given and granted to Village West Veterinary, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 840 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, one at eighteen point nine five (18.95)feet in length, one point four one (1.41) feet in height and ten (10) feet above grade level. Said sign structure measures as follows: along North Western Avenue and West Rice Street, one (1) at eighteen point nine five (18.95) feet in length, one point four one (1.41) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106058 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Vora.

[O2013-5341]

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

SECTION 1. Permission and authority are hereby given and granted to Vora, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Clark Street. Said sign structure measures as follows: along North Clark Street: at [illegible] feet in length, four (4) feet in height and ten (10) feet above grade level. The location of said sign structure shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1129624 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Walgreens No. 15281.

[O2013-5563]

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

SECTION 1. Permission and authority are hereby given and granted to Walgreens Number 15281, upon the terms and subject to the conditions of this ordinance to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 2817 North Clark Street. Said sign structures measure as follows: along North Clark Street: two (2) at four point six seven (4.67) feet in length, three point five (3.5) feet in height and nine (9) feet above grade level and two (2) at nineteen point three three (19.33) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Thousand Two Hundred and no/100 Dollars ($1,200.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Wicker Park Veterinary Clinic.

[SO2013-5095]

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

SECTION 1. Permission and authority are hereby given and granted to Wicker Park Veterinary Clinic, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign(s) projecting over the public right-of-way attached to its premises known as [illegible] North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue at [illegible] feet in length, four (4) feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department — Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Willow Court Homeowners Association.

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Willow Court Homeowners Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) sewer under the public right-of-way adjacent to its premises known as 2020 -- 2058 West Willow Street. Said sewer at West Willow Street measures [illegible] ([illegible]) feet in length and [illegible] ([illegible]) feet in width for a total of [illegible] ([illegible]) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Office of Underground Coordination) and the Department of Water Management.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Two Thousand and no/100 Dollars ($2,000.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September [illegible], 2012.

Young's Cleaners & Tailors.

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Young's Cleaners & Tailors, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Clark Street. Said sign structure measures as follows: along North Clark Street at [illegible] feet in length, [illegible] feet in height and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the

the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

55 Chicago Partners.

[SO2013-5044]

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

SECTION 1. Permission and authority are hereby given and granted to 55 Chicago Partners, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as [illegible] North Dearborn Street. Said sign structure measures as follows: along North Dearborn Street at nine point five eight (9.58) feet in length, nine (9) feet in height and twenty-one point six six (21.66) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

120 Building LLC.

[O2013-4641]

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

SECTION 1. Permission and authority are hereby given and granted to 120 Building LLC, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) exterior mounted gutter projecting over the public right-of-way adjacent to its premises known as 120 West Madison Street. Said exterior mounted gutter at West Madison Street measures forty-eight (48) feet in length and two point three (2.3) feet in width for a total of one hundred ten point four (110.4) square feet. Exterior mounted gutter is twelve (12) feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105643 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

123 Sangamon Venture Partners LLC.

[O2010-5364]

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

SECTION 1. Permission and authority are hereby given and granted to 123 Sangamon Venture Partners LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopy(s) over the public right-of-way adjacent to its premises known as 912 West Washington Boulevard. Said canopy at North Sangamon Street measures one (1) at two hundred twenty-nine point one five (229.15) feet in length and one (1) foot in width for a total of two hundred twenty-nine point one five (229.15) square feet. Said canopy at West Washington Boulevard measures sixty-five point seven five (65.75) feet in length and one (1) foot in width for a total of sixty-five point seven five (65.75) square feet. The location of said canopy(s) shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopy(s) shall be constructed in accordance with plans and specifications approved by the Department of Transportation, Division of Project Development and the Department of Transportation, Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104756 herein granted the sum of One Thousand Seven Hundred Sixty-nine and 45/100 Dollars ($1,769.45) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

437 Rush.

(Banner)

[O2010-5943]

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

SECTION 1. Permission and authority are hereby given and granted to 437 Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, one (1) banner projecting over the public right-of-way adjacent to its premises known as [illegible] North Rush Street. Said banner at North Rush Street measures [illegible] feet in length and three (3) feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Dollars ([illegible]) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible] 2013.

—

[illegible] Rush

Light Fixtures.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] Rush, [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, [illegible] light fixtures projecting over the public right-of-way adjacent to its premises known as [illegible] North Rush Street. Said light fixtures at North Rush Street measure [illegible] feet in length and [illegible] feet in width and [illegible] feet above grade level and [illegible] feet in length and [illegible] feet in width and [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Department of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Forty-five and no/100 Dollars ($145.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible], 2013.

437 Rush
(Planters)

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, [illegible] planters on the public right-of-way for beautification purposes adjacent to its premises known as 437 North Rush Street. Said planters at North Rush Street measure [illegible] for a total of [illegible] square feet. [illegible] clear and unobstructed space for pedestrian passage at all times, per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation (Division of Project Development).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Zero and no/100 Dollars ($0.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 15, 2013.

5501 South Kedzie LLC.

[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to 5501 South Kedzie LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) tunnel under the public right-of-way adjacent to its premises known as 5556 South Kedzie Avenue. Said tunnel at South Kedzie Avenue measures one hundred twenty-six (126) feet in length and seventeen point three three (17.33) feet in width for a total of two thousand one hundred eighty-three point five eight (2,183.58) square feet. Existing underground tunnel sits approximately thirty (30) feet below grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Planning and Development and the Department of Transportation, Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass amendments to various ordinances passed by the City Council of the City of Chicago for grants of privilege in the public way. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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):

[illegible] Apartments

[O2013-[illegible]]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for [illegible] Apartments on March [illegible] and printed upon page [illegible] of the [illegible] of the *Journal of the Proceedings of the City Council* of [illegible], is hereby amended by striking the words "Four Hundred and no/100 Dollars ($400) [illegible]" and inserting in their place the words "Zero and no/100 Dollars ($0.00) per annum".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

Roka Akor/Bombay Spice Grill And Wine

[O2013-[illegible]]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Roka Akor Bombay Spice Grill and Wine on March [illegible] and printed upon page [illegible] of the *Journal of the Proceedings of the City Council* of [illegible], is hereby amended by striking the words:

"Said sidewalk café area Number 1 is [illegible] (20.54) feet in length and nine point four five (9.45) feet in width; sidewalk café area Number 2 is ten (10) feet in length and nine point four five (9.45) feet in width; and sidewalk café area Number 3 is [illegible] feet in length and nine point four five (9.45) feet in width for a total of two hundred eighty-eight point [illegible] square feet and shall allow six (6) feet of clear space from the face of the curb to building line along North Clark Street.

Monday and Tuesday: 11:00 A.M. to 11:00 P.M.
Wednesday through Saturday: 11:00 A.M. to 12:00 Midnight
Sunday: 10:00 A.M. to 9:00 P.M.

Compensation: $[illegible] Seating Capacity: [illegible]"

and inserting in their place the words:

"Said sidewalk café area Number 1 is [illegible] (24) feet in length and nine [illegible] feet [illegible] in width; sidewalk café area Number 2 is [illegible] feet [illegible] inches in length and [illegible] feet [illegible] inches in width for a total of four hundred [illegible] square feet and shall allow six (6) feet of clear space from the face of the curb to building line along North Clark Street.

Monday through Sunday: 11:00 A.M. to 12:00 Midnight;

Compensation: $904.00; Seating Capacity: 45

SECTION 2. This ordinance amendment shall take effect upon its passage.

42 N. [illegible]

(O2013-5311)

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for 42 N. [illegible] on April 10, 2013 and printed upon page [illegible] of the Journal of the Proceedings of the City Council of the City of Chicago is hereby amended by deleting the words: "Seating Capacity: 48; total square footage: [illegible]; hours: 8:00 A.M.; Compensation: $902.00" and inserting in their place the words: "Seating Capacity: [illegible]; total square footage: [illegible]; hours: 8:00 A.M.; Compensation: $1,0[illegible]; sidewalk cafe area Number 1 shall be twelve (12) feet in length and twenty feet in width and sidewalk cafe area Number 2 shall be eighteen (18) feet in length and four (4) feet in width along North [illegible] Avenue.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR AWNINGS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith to authorize the issuance of permits to various applicants for the installation, maintenance and use of awnings. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

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):

American Security Insurance Consultants, Inc.

[O2013-4228]

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

SECTION 1. Permission and authority are hereby given and granted to American Security Insurance Consultants, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5018 West Diversey Avenue. Said awning at West Diversey Avenue measures fourteen point four one (14.41) feet in length and two (2) feet in width for a total of twenty-eight point eight two (28.82) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107151 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2013.

Angelina Ristorante.

[SO2013-5267]

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

SECTION 1. Permission and authority are hereby given and granted to Angelina Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) awnings projecting over the public right-of-way adjacent to its premises known as 3561 North Broadway. Said awnings at North Broadway measure two (2) at sixteen point five (16.5) feet in length and three point four two (3.42) feet in width for a total of one hundred twelve point eight eight (112.88) square feet. The location of said awnings shall be as shown on plans on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1109261 herein granted the sum of Eighty-five and no/100 Dollars ($85.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after [illegible] 11, 2013.

Ashland Laundromat.

[O2013-5024]

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

SECTION 1. Permission and authority are hereby given and granted to Ashland Laundromat, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] North Ashland Avenue. Said awning at North Ashland Avenue measures forty (40) feet in length and two (2) feet in width for a total of eighty (80) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1167395 herein granted the sum of Sixty-five and no/100 Dollars ($65.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 5, 2013.

Bar Cento.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Bar Cento, upon the terms and subject to the conditions of this ordinance to maintain and use one now constructed awning projecting over the public right-of-way adjacent to its premises known as 2474 North Clark Street. Said awning at North Clark Street measures fourteen (14) feet in length and two (2) feet in width for a total of twenty-eight (28) square feet. The location of said privilege shall be as shown on print kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department - Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege number [illegible] herein granted the sum of Ninety-eight and no/100 Dollars ($98.00) per annum, to commence one (1) year after passage.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Berger Financial Services In Care Of Realty & Mortgage Company.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Berger Financial Services In Care Of Realty & Mortgage Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] North Dearborn Street. Said awning at North Dearborn Street measures twenty-two (22) feet in length and nine (9) feet in width for a total of one hundred ninety-eight (198) square feet. The location of said privilege shall be as shown on print kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department - Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107147 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 19, 2013.

The Bridge Of Life Inc.

[Or2013-5720]

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

SECTION 1. Permission and authority are hereby given and granted to The Bridge Of Life Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4433 West Fullerton Avenue. Said awning at West Fullerton Avenue and North Kostner Avenue measures twenty-eight (28) feet in length and two (2) feet in width for a total of fifty-six (56) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107158 herein granted the sum of Fifty-three and no/100 Dollars ($53.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Brite New Mind Day Care Center, Inc.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Brite New Mind Day Care Center, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 112 East 51st Street. Said awning at East 51st Street measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the *Municipal Code of Chicago*.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 16, 2013.

Cafe Iberico

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Iberico, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) awnings projecting over the public right-of-way adjacent to its premises known as 425 North LaSalle Drive. Said awnings at North LaSalle Drive measure six (6) at six (6) feet in length and one point [illegible] feet in width, for a total of fifty [illegible] eight ([illegible]) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Chicagoland Realty Services LLC.

(O2013-[illegible])

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

SECTION 1. Permission and authority are hereby given and granted to Chicagoland Realty Services LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] West Madison Street. Said awning at West Madison Street measures sixteen (16) feet in length and five (5) feet in width for a total of eighty (80) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said awning shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Chicago Pedal and Ski.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Pedal and Ski, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] West Irving Park Road. Said awning at West Irving Park Road measures twenty-two (22) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible]

[O2011-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning(s) projecting over the public right-of-way adjacent to its premises known as [illegible] North Clark Street. Said awning at North Clark Street measures seventeen (17) feet in length and three point one seven (3.17) feet in width for a total of fifty-three point eight nine (53.89) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 17, 2011.

D&H Granite & Marble Supply

[O2011-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to D&H Granite & Marble Supply, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] West Pershing Road. Said awning at West Pershing Road measures ten (10) feet in length and four (4) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

DePaul University

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seventeen (17) awnings projecting over the public right-of-way adjacent to its premises known as [illegible] South State Street. Said awnings at South State Street measure: seventeen (17) at [illegible] feet in length and [illegible] feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 8, 2013.

[illegible]

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2950 West [illegible] Street. Said awning at West [illegible] Street measures [illegible] feet in length and three point five (3.5) feet in width for a total of eighty-nine point two five (89.25) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June [illegible], 2013.

E.J. Pham Inc.

[O2013-5168]

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

SECTION 1. Permission and authority are hereby given and granted to E.J. Pham Inc., upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 2632 West 51st Street. Said awnings at West 51st Street measure one (1) at twenty-five (25) feet in length and four (4) feet in width for a total of one hundred (100) square feet and one (1) at four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 13, 2013.

Elena's Beauty Salon

[O2013-5707]

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

SECTION 1. Permission and authority are hereby given and granted to Elena's Beauty Salon, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5610 West Fullerton Avenue. Said awning at West Fullerton Avenue measures twenty point three three (20.33) feet in length and three (3) feet in width for a total of sixty point eight nine (60.89) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1106894 herein granted the sum of Fifty and No/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2015.

Foot Health Center.

(O2015-5147)

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

SECTION 1. Permission and authority are hereby given and granted to Foot Health Center, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 13624 South Ewing Avenue. Said awning at South Ewing Avenue shall measure twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105605 herein granted the sum of Fifty and No/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 14, 2013.

Gallardo 1 Stop Services, Inc.

[O2013-5190]

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

SECTION 1. Permission and authority are hereby given and granted to Gallardo 1 Stop Services, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 5406 South Pulaski Road. Said awning at South Pulaski Road measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102186 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February 6, 2013.

Go Cycle LLC

[O2013-5749]

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

SECTION 1. Permission and authority are hereby given and granted to Go Cycle LLC upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 935 West North Avenue. Said awning at West North Avenue measures eighteen point seven five (18.75) feet in length and two point eight five (2.85) feet in width for a total of fifty-three point four four (53.44) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Hi-Way Nails

[O2013-5762]

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

SECTION 1. Permission and authority are hereby given and granted to Hi-Way Nails upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 628 West Belmont Avenue. Said awning at West Belmont Avenue measures eight (8) feet in length and two (2) feet in width for a total of sixteen (16) square feet.

The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105728 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Image Nails No. 1.

O2013-5275

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

SECTION 1. Permission and authority are hereby given and granted to Image Nails Number 1, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning(s) projecting over the public right-of-way adjacent to its premises known as 203 West Lake Street. Said awning at West Lake Street measures seventeen point six seven (17.67) feet in length and three point nine two (3.92) feet in width for a total of sixty-nine point two seven (69.27) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107006 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Intelligentsia Coffee & Tea.

(O2013-5241)

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

SECTION 1. Permission and authority are hereby given and granted to Intelligentsia Coffee & Tea, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 53 East Randolph Street. Said awning at East Randolph Street measures fifteen point seven five (15.75) feet in length and five point seven five (5.75) feet in width for a total of ninety point five six (90.56) square feet. The location of said awning shall be as shown on a print kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said awning shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1104327 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Mar-Jo-Vin, Inc.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Mar-Jo-Vin, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 3224 North Damen Avenue. Said awning at North Damen Avenue measures one (1) at fifteen point eight (15.8) feet in length and three (3) feet in width for a total of forty-seven point four (47.4) square feet. Said awning at West Melrose Street measures one (1) at twenty point one seven (20.17) feet in length and three (3) feet in width for a total of sixty point five one (60.51) square feet. The locations of said privileges shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privileges shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June [illegible], 2013.

Marbeg

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Marbeg, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] South Pulaski Road. Said awning at South Pulaski Road measures seventeen (17) feet in length and two (2) feet in width for a total of thirty-four (34) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Munis Jewelry.

[Or2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Munis Jewelry, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3812 West 26th Street. Said awning at West 26th Street measures six (6) feet in length and two (2) feet in width for a total of twelve (12) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 24, 2013.

Mi Casa.

[Or2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Mi Casa, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2641 West Armitage Avenue. Said awning at West Armitage Avenue measures seventeen point two (17.2) feet in length and two (2) feet in width for a total of thirty-four point four (34.4) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Morgan's Bar And Grill.

[O2013-5198]

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

SECTION 1. Permission and authority are hereby given and granted to Morgan's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seven (7) awnings projecting over the public right-of-way adjacent to its premises known as 1325 South Halsted Street. Said awnings at South Halsted Street measure four (4) at eighty-nine (89) feet in length and two point six (2.6) feet in width for a total of nine hundred twenty-five point six (925.6) square feet. Said awnings at West Maxwell Street measure three (3) at fifty-one (51) feet in length and two point six (2.6) feet in width for a total of three hundred ninety-seven point eight (397.8) square feet. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Saidprivilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107084 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 29, 2013.

My Fit Foods.

[O2013-5251]

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

SECTION 1. Permission and authority are hereby given and granted to My Fit Foods, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) awnings projecting over the public right-of-way adjacent to its premises known as 1527 West North Avenue. Said awnings at West North Avenue measure: one (1) at thirteen point zero four (13.04) feet in length and three (3) feet in width for a total of thirty-nine point one two (39.12) square feet; one (1) at twelve point eight eight (12.88) feet in length and three (3) feet in width for a total of thirty-eight point six four (38.64) square feet; one (1) at twelve point seven nine (12.79) feet in length and three (3) feet in width for a total of thirty-eight point three seven (38.37) square feet; and one (1) at sixteen point four six (16.46) feet in length and three (3) feet in width for a total of forty-nine point three eight (49.38) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Newall Company.

[O2013-5178]

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

SECTION 1. Permission and authority are hereby given and granted to Newall Company, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3101 West 51st Street. Said awning at West 51st Street measures twenty-four (24) feet in length and two (2) feet in width for a total of forty-eight (48) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 19, 2013.

One Strange Bird.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to One Strange Bird, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2124 West Division Street. Said awning at West Division Street measures twenty-two point three (22.3) feet in length and two (2) feet in width for a total of forty-four point six (44.6) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Optimum Kidney Care, S.C.

[O2013-5274]

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

SECTION 1. Permission and authority are hereby given and granted to Optimum Kidney Care, S.C., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use two (2) awnings projecting over the public right-of-way adjacent to its premises known as 1023 -- 1025 North Ashland Avenue. Said awnings at North Ashland Avenue measure two (2) at nineteen (19) feet in length and two (2) feet in width for a total of seventy-six (76) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1081545 herein granted the sum of One Hundred and no/100 Dollars ($100.00) annually, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Original [illegible] Inc.

[O2013-5081]

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

SECTION 1. Permission and authority are hereby given and granted to Original [illegible] Inc., upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 2715 West Taylor Street. Said awnings at West Taylor Street measure three (3) at eighteen (18) feet in length and five (5) feet in width for a total of two hundred seventy (270) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May [illegible], 2013.

Carmen's Pizzeria.

[O2013-5208]

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

SECTION 1. Permission and authority are hereby given and granted to Carmen's Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] North Broadway. Said awning at North Broadway measures twenty point eighty-three (20.83) feet in length and [illegible] feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of two (2) years from and after June 25, 2013.

Paris Hair Weave.

[O2013-5145]

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

SECTION 1. Permission and authority are hereby given and granted to Paris Hair Weave, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6219 South Cottage Grove Avenue. Said awning at South Cottage Grove Avenue measures twenty-two (22) feet in length and two (2) feet in width for a total of forty-four (44) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of three (3) years from and after June 17, 2013.

Phone Booth

[O2013-5176]

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

SECTION 1. Permission and authority are hereby given and granted to Phone Booth, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6552 South Ashland Avenue. Said awning at South Ashland Avenue measures twenty-two point six seven (22.67) feet in length and four (4) feet in width for a total of ninety point six eight (90.68) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after May 16, 2013.

Potbelly Sandwich Works LLC

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Potbelly Sandwich Works LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 3424 North Southport Avenue. Said awnings at North Southport Avenue measures one (1) at fifteen point [illegible] feet in length and three point [illegible] feet in width for a total of fifty-[illegible] point four eight ([illegible].48) square feet and one (1) at seven point [illegible] feet in length and three point [illegible] feet in width for a total of twenty-seven point three [illegible] (27.3[illegible]) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 27, 2013.

Southport Cleaners.

[[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Southport Cleaners, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as [illegible] North Southport Avenue. Said awnings at North Southport Avenue measure one (1) at eighteen (18) feet in length and two point nine (2.9) feet in width for a total of fifty-two point two (52.2) square feet and one (1) at fifteen point eight three (15.83) feet in length and two point nine (2.9) feet in width for a total of forty-five point nine one (45.91) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 29, 2013.

Supermercado Santos.

[SO2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Supermercado Santos, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4545 -- 4547 West 26th Street. Said awning at West 26th Street measures forty-four point four two (44.42) feet in length and four (4) feet in width for a total of one hundred seventy-seven point six eight (177.68) square feet. The location of said awning shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said awning shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Sixty-nine and 42/100 Dollars ($69.42) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Victory Gardens Theater

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Victory Gardens Theater, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, three (3) awnings projecting over the public right-of-way adjacent to its premises known as 2433 North Lincoln Avenue. Said awnings at North Lincoln Avenue measure two (2) at fourteen point five eight (14.58) feet in length and three (3) feet in width for a total of eighty-seven point four eight (87.48) square feet. Said awning at North Lincoln Avenue measures one (1) at six point seven five (6.75) feet in length and three (3) feet in width for a total of twenty point two five (20.25) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The Grantee shall pay to the City of Chicago as compensation for the privilege Number 1101056 herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The Permit Holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after October 31, 2012.

MWR Financial Strategies, Inc.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to MWR Financial Strategies, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as [illegible] West Belmont Avenue. Said awning at West Belmont Avenue measures twenty-three (23) feet in length and four (4) feet in width for a total of ninety-two (92) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1094050 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Westside Youth Entrepreneur Center.

[SO2010-5708]

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

SECTION 1. Permission and authority are hereby given and granted to Westside Youth Entrepreneur Center, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) signs projecting over the public right-of-way adjacent to its premises known as 4718 West Madison Street. Said sign(s) at West Madison Street measure(s): one (1) at eleven (11) feet in length and two (2) feet in width for a total of twenty-two (22) square feet; one (1) at seven (7) feet in length and three (3) feet in width for a total of twenty-one (21) square feet; one (1) at nine (9) feet in length and two (2) feet in width for a total of eighteen (18) square feet; and one (1) at four (4) feet in length and two (2) feet in width for a total of eight (8) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1105950 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after July 25, 2012.

Wing Stop.

(O2013-5255)

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

SECTION 1. Permission and authority are hereby given and granted to Wing Stop, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2834 North Clark Street. Said awning at North Clark Street measures twenty-one (21) feet in length and two point four eight (2.48) feet in width for a total of fifty-two point zero seven (52.07) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1109018 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

7 Eleven.

[O2013-5742]

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

SECTION 1. Permission and authority are hereby given and granted to 7 Eleven, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) awnings projecting over the public right-of-way adjacent to its premises known as 177 North Wells Street. Said awning at West Lake Street measures one (1) at twenty-four point six-seven (24.67) feet in length and two point eight three (2.83) feet in width for a total of sixty-nine point eight two (69.82) square feet. Said awning at corner of West Lake Street and North Wells Street measures one (1) at thirty-three point five (33.5) feet in length and two point eight three (2.83) feet in width for a total of ninety-four point eight one (94.81) square feet. Said awnings at North Wells Street measure one (1) at twenty-one point four two (21.42) feet in length and two point eight three (2.83) feet in width for a total of sixty point six two (60.62) square feet and one (1) at fifteen point seven five (15.75) feet in length and two point eight three (2.83) feet in width for a total of forty-four point five seven (44.57) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1127741 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

GRANT OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith for grants of privilege in the public way for the installation, maintenance and use of canopies. These ordinances were referred to the committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

All Right Sales, Inc.

[O2013-5146]

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

SECTION 1. Permission and authority are hereby given and granted to All Right Sales, Inc.

upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 4810 North Kedzie Avenue. Said canopy at North Kedzie Avenue measures thirty (30) feet in length and four (4) feet in width for a total of one hundred twenty (120) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty-five and no/100 Dollars ($55.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[illegible]

[O2013-5107]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as [illegible] South Archer Avenue. Said canopy at South Archer Avenue measures twenty (20) feet in length and three (3) feet in width for a total of sixty (60) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2012.

American Mattress & Shades.

SO2013-54[illegible]

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

SECTION 1. Permission and authority are hereby given and granted to American Mattress & Shades, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) canopy(s) projecting over the public right-of-way adjacent to its premises known as 2915 -- 2917 East 92nd Street. Said canopy at East 92nd Street measures seventy-five (75) feet in length and two (2) feet in width for a total of one hundred fifty (150) square feet. The location of said canopy shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopy shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other applicable provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Caring Street

[O2013-5153]

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

SECTION 1. Permission and authority are hereby given and granted to Caring Street, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1512 North LaSalle Drive. Said canopy at North LaSalle Drive measures thirteen point six (13.6) feet in length and twelve (12) feet in width for a total of one hundred sixty-three point two (163.2) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopy shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1101926 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of ten (10) years from and after May 15, 2013.

Elephant & Castle Pub & Restaurant

[O2013-5546]

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

SECTION 1. Permission and authority are hereby given and granted to Elephant & Castle Pub & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) canopies projecting over the public right-of-way adjacent to its premises known as 160 East Huron Street. Said canopy at North St. Clair Street measures one (1) at forty-two (42) feet in length and two point [illegible] feet in width for a total of two hundred fifty-[illegible] square feet. Said canopies at North St. Clair Street [illegible] feet in length and [illegible] feet in width for a total of [illegible] (275.62) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107124 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 25, 2013.

The Home Company.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to The Home Company, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) canopy(s) projecting over the public right-of-way adjacent to its premises known as [illegible] North LaSalle Street. Said canopy at West Washington Street measures [illegible] feet in length and [illegible] feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107125 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after February [illegible], 2013.

Intercontinental Hotel Chicago.

[[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Intercontinental Hotel Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) canopies projecting over the public right-of-way adjacent to its premises known as 505 North Michigan Avenue. Said canopies at North Michigan Avenue measure one (1) at [illegible] feet in length and [illegible] feet in width for a total of [illegible] square feet; and one (1) at eleven (11) feet in length and eight (8) feet in width for a total of eighty-eight (88) square feet. Said canopy at East Illinois Street measures one (1) at twenty-two (22) feet in length and fourteen (14) feet in width for a total of three hundred eight (308) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of [illegible] Hundred Sixty and no/100 Dollars ($[illegible]) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

La Luce

[O2013-5108]

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

SECTION 1. Permission and authority are hereby given and granted to La Luce upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, four (4) canopies projecting over the public right-of-way adjacent to its premises known as 1393 West Lake Street. Said canopies at West Lake Street measure two (2) at four (4) feet in length and three (3) feet in width for a total of twenty-four (24) square feet. Said canopies at North Loomis Street measure one (1) at four (4) feet in length and three (3) feet in width for a total of twelve (12) square feet and one (1) at five (5) feet in length and two (2) feet in width for a total of twenty-five (25) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107292 herein granted the sum of One Hundred Seventy-five and no/100 Dollars ($175.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 8, 2013.

--

[illegible]

[O2013-5474]

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

SECTION 1. Permission and authority are hereby given and granted to [illegible] upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 830 North Michigan Avenue. Said canopy at North Michigan Avenue measures fourteen point nine two (14.92) feet in length and three point five (3.5) feet in width for a total of fifty-two point seven two (52.72) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department - Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Marshall Hotel LLC.

O2013-5195

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

SECTION 1. Permission and authority are hereby given and granted to Marshall Hotel LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 1720 North LaSalle Drive. Said canopy at North LaSalle Drive measures eleven point eight five (11.85) feet in length and thirteen point five seven (13.57) feet in width for a total of one hundred sixty-one point seven two (161.72) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department - Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of [illegible] years from and after December [illegible].

MB Financial Bank.

[O2013-[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to MB Financial Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as [illegible] West Ontario Street. Said canopies at West Ontario Street measure one (1) at [illegible] feet in length and four (4) feet in width for a total of [illegible] square feet and one (1) at [illegible] feet in length and two point [illegible] feet in width for a total of [illegible] square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after April 21, 2013.

Metropolitan Family Services
3249 N. Central Ave.

[SO2013-5118]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Family Services, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3249 North Central Avenue. Said canopy at North Central Avenue measures thirty-nine point three three (39.33) feet in length and three point four one (3.41) feet in width for a total of one hundred thirty-four point one two (134.12) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopy shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1112296 herein granted the sum of Sixty-four and 33/100 Dollars ($64.33) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after March 8, 2013.

Metropolitan Family Services
3253 N. Central Ave.

[SO2013-5176]

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Family Services, upon the terms and subject to the conditions of this ordinance to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 3251 North Central Avenue. Said canopy at North Central Avenue measures thirteen point three three (13.33) feet in length and three point three three (3.33) feet in width for a total of forty-four point three nine (44.39) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1120986 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after September 27, 2011.

Oxford CBG Hotel Wacker Chicago LLC.

(O2013-5189)

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

SECTION 1. Permission and authority are hereby given and granted to Oxford CBG Hotel Wacker Chicago LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 111 West Lake Street. Said canopy at West Lake Street measures twenty-one (21) feet in length and fourteen (14) feet in width for a total of two hundred ninety-four (294) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1102725 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

The Residence Of 41 East 8th Street.

O2013-5102

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

SECTION 1. Permission and authority are hereby given and granted to The Residence of 41 East 8th Street, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 41 East 8th Street. Said canopy at East 8th Street measures at twenty-five point one seven (25.17) feet in length and three (3) feet in width for a total of seventy-five point five one (75.51) square feet. Said canopy at South Wabash Avenue measures at twenty-one point one seven (21.17) feet in length and three (3) feet in width for a total of sixty-three point five one (63.51) square feet. The location of said canopy shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopies shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number [illegible] herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 11, 2013.

Tower 10 Glades LLC.

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to Tower 10 Glades LLC, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 845 North State Street. Said canopy at North State Street measures forty-four (44) feet in length and five point five (5.5) feet in width for a total of two hundred forty-two (242) square feet. Said canopy shall be approximately [illegible] feet above grade level. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said canopy shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege number [illegible] herein granted the sum of Sixty-nine and no/100 Dollars ($69.00) per annum in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after date of passage.

330 South Michigan Avenue Condominium Association.

[O2013-5[illegible]]

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

SECTION 1. Permission and authority are hereby given and granted to 330 South Michigan Avenue Condominium Association, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed one (1) canopy projecting over the public right-of-way adjacent to its premises known as 330 South Michigan Avenue. Said canopy at South Michigan Avenue measures twenty-one (21) feet in length and ten (10) feet in width for a total of two hundred ten (210) square feet. The location of said privilege shall be as shown on prints kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1107054 herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance.

A 25% penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after June 9, 2013.

GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

Arby's/SBA, Ltd.

[O2013-5472]

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

Permission and authority are hereby given and granted to Arby's/SBA, Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5 North Wells Street. Said sidewalk cafe area shall be twenty-three (23) feet in length and seven (7) feet in width for a total of one hundred sixty-one (161) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 8:00 P.M.
Saturday, 9:00 A.M. to 7:00 P.M.
Sunday, 10:00 A.M. to 8:00 P.M.

Compensation: $724.50/ Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107556 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Bale Sandwich And Bakery.

[O2013-5199]

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

Permission and authority are hereby given and granted to Bale Sandwich and Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5014 North Broadway. Said sidewalk cafe area shall be seventeen (17) feet in length and thirteen (13) feet in width for a total of two hundred twenty-one (221) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. until 10:00 P.M.

Compensation: $600.00/Seating Capacity: 36.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107320 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Ba Le Sandwiches No. 3.

[O2013-5112]

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

Permission and authority are hereby given and granted to Ba Le Sandwiches Number 3, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 166 West Washington Street. Said sidewalk cafe area shall be fifteen (15) feet in length and ten (10) feet in width for a total of one hundred fifty (150) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Washington Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: $675.00/ Seating Capacity: 24.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107319 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Blue Agave.

[O2013-5133]

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

Permission and authority are hereby given and granted to Blue Agave, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1050 North State Street.

Said sidewalk cafe area shall be eighty-eight (88) feet in length and ten (10) feet in width for a total of eight hundred eighty (880) square feet and shall allow six (6) feet of clear space from the face of the curb line running along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 11:30 A.M. to 11:00 P.M.

Compensation: $2,074.20 / Seating Capacity: 40

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1106290 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Blue Agave Tequila Bar & Restaurant

[O2013-5147]

[illegible]

Permission and authority are hereby given and granted to Blue Agave Tequila Bar & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at [illegible] West Kinzie Street. Said sidewalk cafe area shall be ninety (90) feet in length and ten (10) feet in width for a total of nine hundred (900) square feet and shall allow six (6) feet of clear space from the face of the curb line running along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday: 11:30 A.M. to 10:00 P.M.

Compensation: $900.00 / Seating Capacity: 36

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-805 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 31, 2013.

Chicago Schnitzel King.

[SO2013-[illegible]]

[illegible]

Permission and authority are hereby given and granted to Chicago Schnitzel King, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at [illegible] West 3[illegible] Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and eight (8) feet in width for a total of one hundred ninety-two (192) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West 3[illegible] Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 11:00 A.M. to 9:00 P.M.

Compensation: $[illegible] Seating Capacity: [illegible]

Sidewalk cafe permit and approved plans must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-805 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

[illegible]

(Or2013-[illegible])

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

Permission and authority are hereby given and granted to [illegible], upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2441 -- 2445 North Lincoln Avenue. Said sidewalk cafe area Number 1 shall be four (4) feet in length and [illegible] feet in width; sidewalk cafe area Number 2 shall be five (5) feet in length and [illegible] feet in width; sidewalk cafe area Number 3 shall be fifteen (15) feet in length and two (2) feet in width for a total of one hundred forty (140) square feet and shall allow six (6) feet of clearance from the face of the curb along the adjoining North Lincoln Avenue. The [illegible] of said sidewalk cafe and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: $600.00 Seating Capacity: 32

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1[illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directives of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Compass Group.

[O2013-5442]

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

Permission and authority are hereby given and granted to Compass Group upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 455 North Cityfront Plaza Drive. Said sidewalk cafe area shall be eighty-one point seven (81.7) feet in length and ten point four two (10.42) feet in width for a total of eight hundred fifty-one (851) square feet and shall allow six (6) feet of clear space from the face of the curb building line along adjacent East North Water Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday: 9:00 A.M. to 9:00 P.M.

Compensation: $1,957.50; Seating Capacity: 42

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1104175 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-805 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the herein-given permission and privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Dinkel's Bakery, Inc.

[O2013-5574]

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

Permission and authority are hereby given and granted to Dinkel's Bakery, Inc. upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5129 North Lincoln Avenue. Said sidewalk cafe shall be [illegible] feet in length and six (6) feet in width for a total of [illegible] square feet and shall allow six (6) feet of clear space from the face of the curb line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 8:00 A.M. to 5:00 P.M.

Compensation: $500.00; Seating Capacity: 12

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Elephant & Castle Pub & Restaurant

(O2013-5141)

[illegible]

Permission and authority are hereby given and granted to Elephant & Castle Pub & Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 West Adams Street. Said sidewalk cafe area Number 1 shall be fourteen point five (14.5) feet in length and eight (8) feet in width and sidewalk cafe area Number 2 shall be seventeen (17) feet in length and eight (8) feet in width for a total of two hundred fifty-two (252) square feet and shall allow six (6) feet of clear space from the face of the curb building line along West Adams Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday: 7:00 A.M. until 10:00 P.M.

Compensation: $700.00; Seating Capacity: 16.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107384 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The Permit Holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

El Pacifico, Inc.

[O2013-5375]

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

Permission and authority are hereby given and granted to El Pacifico, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2556 West Fullerton Avenue. Said sidewalk cafe Area Number 1 shall be [illegible] 11.33 feet in length and six (6) feet in width and sidewalk cafe Area Number 2 shall be fifteen (15) feet in length and [illegible] 11.67 feet [illegible] for a total of [illegible] containing [illegible] 201.98 square feet and shall be [illegible] six (6) feet distance from the face of the curb building fronting North Drake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 9:30 A.M. to 11:00 A.M.

Compensation: $800.00; Seating Capacity: 32.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Fast Entertainment, Inc.

[O2013-5240]

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

Permission and authority are hereby given and granted to Fast Entertainment, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5208 North [illegible] Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width for a total of two hundred fifty (250) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North [illegible] Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Wednesday through Sunday: 1:00 P.M. to 12:00 Midnight.

Compensation: $400.00; Seating Capacity: 16.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named sidewalk cafe is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

[illegible] Tavern & Grill

[illegible]

[illegible]

Permission and authority are hereby given and granted to [illegible] Tavern & Grill, Inc. upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public way for a sidewalk cafe adjacent to its premises located at [illegible] West Belmont Avenue. Said sidewalk cafe area shall be thirty point five (30.5) feet in length and five point zero (5.0) feet in width for a total of one hundred fifty-two point five (152.5) square feet and shall allow six (6) feet of clear space from the face of the curb along the adjacent West Belmont Avenue. The compensation for this space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday: 11:00 A.M. to 11:00 P.M.
Saturday and Sunday: 10:00 A.M. to 11:00 P.M.

Compensation: $600.00 Seating Capacity: 12

Sidewalk Cafe permit fee(s) and compensation must be paid [illegible].

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named sidewalk cafe is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Forever Yogurt 001

[Or2013-574]

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

Permission and authority are hereby given and granted to Forever Yogurt 001 upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2310 North Halsted Street. Said sidewalk cafe area shall be ten (10) feet in length and four (4) feet in width for a total of forty (40) square feet and shall allow six (6) feet of clear space from the face of the curb building line along North Halsted Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $600.00 Seating Capacity: 6

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107517 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Freshii

[Or2013-509]

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

Permission and authority are hereby given and granted to Freshii upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 28 South Clinton Street

Said sidewalk cafe area shall be twenty-six (26) feet in length and fourteen point five (14.5) feet in width for a total of three hundred seventy-seven (377) square feet and shall allow six (6) feet of clear space from the face of the curb line or tree line along South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 8:00 A.M. to 11:00 P.M.

Compensation: $[illegible]; Seating Capacity: 48

Sidewalk cafe permit, once approved by council, must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-[illegible] of the Municipal Code of Chicago and the directives of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation, and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage or relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Gather Chicago.

[illegible]

[illegible]

Permission and authority are hereby given and granted to Gather Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4539 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five point [illegible] ([illegible]) feet in length and four point nine [illegible] (4.9[illegible]) feet in width for a total of one hundred twenty-four point two [illegible] (124.2[illegible]) square feet and shall allow six (6) feet of clear space from the face of the curb line or tree line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday: 5:00 P.M. to 10:00 P.M.
Friday and Saturday: 5:00 P.M. to 11:00 P.M.
Sunday: 10:00 A.M. to 2:00 P.M. and 5:00 P.M. to 10:00 P.M.

Compensation: $600.00 Seating Capacity: 16

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1127155 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Joey's Shrimp House.

[O2013-5602]

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

Permission and authority are hereby given and granted to Joey's Shrimp House to, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1432 North Western Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and eight (8) feet in width for a total of two hundred (200) square feet and shall allow six (6) feet of clear space from the face of the curb line and along North Western Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday: 11:00 A.M. to 10:00 P.M.
Friday and Saturday: 11:00 A.M. to 12:00 Midnight
Sunday: 12:00 Noon to 9:00 P.M.

Compensation: $400.00 Seating Capacity: 16

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

La Cocina Mexican Grill LLC.

O2013-[illegible]

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

Permission and authority are hereby given and granted to La Cocina Mexican Grill, LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at [illegible] North [illegible] Street. Said sidewalk cafe area shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall provide six (6) feet of clear space from the face of the curb line along North [illegible] Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $[illegible]; Seating Capacity: [illegible]

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2010 through and including December 1, 2010.

[illegible] 18.

(SW2010-1152)

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

Permission and authority are hereby given and granted to [illegible] 18, upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 14 -- 18 West Hubbard Street. Said sidewalk cafe area shall be [illegible] feet in length and six point [illegible] feet in width for a total of three hundred twenty-[illegible] square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 9:00 A.M. to 12:00 Midnight

Compensation: $[illegible]; Seating Capacity: [illegible]

Sidewalk cafe permitted per approved plans on file with the City of Chicago.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee further agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2010 through and including December 1, 2010.

Le Cafe.

[O2013-5195]

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

Permission and authority are hereby given and granted to Le Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4655 North Lincoln Avenue. Said sidewalk cafe area shall be twenty point four two (20.42) feet in length and six (6) feet in width for a total of one hundred twenty-two point five two (122.52) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday and Tuesday, 8:00 A.M. to 7:00 P.M.
Thursday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $600.00/Seating Capacity: 20.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107373 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

M Vie.

[O2013-5077]

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

Permission and authority are hereby given and granted to M Vie, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1342 West Grand Avenue. Said sidewalk cafe area shall be twenty-four point five eight (24.58) feet in length and four point one seven (4.17) feet in width for a total of one hundred two point five (102.5) square feet and shall allow six (6) feet of clear space from the face of the curb facing the along West Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday: 11:00 A.M. to 10:00 P.M.
Friday and Saturday: 11:00 A.M. to 12:00 Midnight

Compensation: $820.00 Seating Capacity: 16

Sidewalk cafe permit and any renewal permit must be posted at all times.

This grant of privilege Number 1129054 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-995 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Macy's

[O2013-4195]

[illegible]

Permission and authority are hereby given and granted to Macy's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 North State Street. Said sidewalk cafe area shall be twenty-two point eight three (22.83) feet in length and nine point eight three (9.83) feet in width for a total of two hundred twenty-four point four two (224.42) square feet and shall allow six (6) feet of clear space from the face of the curb facing the along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 8:00 A.M. until 9:00 P.M.
Saturday: 8:00 A.M. until 10:00 P.M.
Sunday: 10:00 A.M. until 8:00 P.M.

Compensation: $1,229.60 Seating Capacity: 12

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1151253 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 31, 2013.

Nancy's House Of Stuffed Pizza.

[Or2013-5170]

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

Permission and authority are hereby given and granted to Nancy's House of Stuffed Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises, located at 2930 North Broadway. Said sidewalk cafe area shall be nineteen (19) feet in length and seven (7) feet in width for a total of one hundred thirty-three (133) square feet and shall provide six (6) feet of clear space from the face of the curb/building line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday: 8:00 A.M. until 10:00 P.M.
Friday and Saturday: 9:00 A.M. until 11:00 P.M.

Compensation: $600.00 Seating Capacity: 25

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible]07252 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-805 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

New York Deli.

[illegible]

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

Permission and authority are hereby given and granted to New York Deli, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at [illegible] North [illegible] Street. Said sidewalk cafe area shall be thirty (30) feet in length and seven (7) feet in width for a total of two hundred ten (210) square feet and shall allow six (6) feet of clear space from the face of the curb line along West Ontario Avenue. The compensation for said space and the days and hours of operation for this sidewalk cafe shall be as follows:

Monday through Sunday: [illegible] A.M. to [illegible] P.M.

Compensation: $[illegible]; Seating Capacity: [illegible].

Sidewalk cafe permit and compensation must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-805 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Pasta Al Gusto, Inc.

[SO2013-[illegible]]

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

Permission and authority are hereby given and granted to Pasta Al Gusto, Inc. upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at [illegible] West Belmont Avenue. Said sidewalk cafe shall be [illegible] ([illegible]) feet in length and four (4) feet in width for a total of [illegible] ([illegible]) square feet and shall allow six (6) feet of clear space from the face of the curb or the line of the West Belmont Avenue. The compensation for said sidewalk cafe and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $[illegible] Seating Capacity: [illegible]

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee hereby agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Piccolo Sogno Due

[SO2013-[illegible]]

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

Permission and authority are hereby given and granted to Piccolo Sogno Due upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 640 North Clark Street. Said sidewalk cafe area Number 1 shall be thirty point seven nine (30.79) feet in length and six point three three (6.33) feet in width and sidewalk cafe area Number 2 shall be sixteen (16) feet in length and six point three three (6.33) feet in width for a total of two hundred ninety-six point one eight (296.18) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Clark Street. The compensation for said space and the days and hours of operation for this sidewalk cafe shall be as follows:

Monday through Sunday: 11:00 A.M. to 12:00 Midnight

Compensation: $2,217.22 Seating Capacity: 12

Sidewalk cafe permit and site plan must be posted at all times.

This grant of privilege Number [illegible] for a sidewalk cafe shall be subject to the provisions of Sections 10-28-810 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Plum Market.

[O2013-5405]

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

Permission and authority are hereby given and granted to Plum Market, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1233 North Wells Street. Said sidewalk cafe area shall be eighty-four (84) feet in length and five (5) feet in width for a total of four hundred twenty (420) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Wells Street. The compensation for said space and the days and hours of operation for this sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: $966.00/Seating Capacity: 20.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1102396 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Rozana.

[O2013-5202]

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

Permission and authority are hereby given and granted to Rozana, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6118 -- 6120 North Lincoln Avenue. Said sidewalk cafe area shall be forty-eight (48) feet in length and seven point five (7.5) feet in width for a total of three hundred sixty (360) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: $600.00/Seating Capacity: 32.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107315 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Sataza.

[O2013-5064]

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

Permission and authority are hereby given and granted to Sataza, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 28 South Clinton Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and fourteen point five (14.5) feet in width for a total of three hundred seventy-seven (377) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 8:00 P.M.

Compensation: $600.00/Seating Capacity: 36.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107385 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Taxim.

[SO2013-5092]

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

Permission and authority are hereby given and granted to Taxim, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1558 North Milwaukee Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and five (5) feet in width for a total of one hundred twenty-five (125) square feet and shall provide six (6) feet of clear space from the face of the curb bordering the along North Milwaukee Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday: 8:00 A.M. to 12:00 Midnight

Compensation: $600.00 Seating Capacity: 25

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107335 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permittee agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above-named privilege is hereby given and granted from and after March 1, 2013 through and including December 1, 2013.

Tenuta Pizza And Pasta.

[SO2013-5084]

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

Permission and authority are hereby given and granted to Tenuta Pizza and Pasta, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 455 North Milwaukee Avenue. Said sidewalk cafe area shall be twenty-six (26) feet in length and nine (9) feet in width for a total of two hundred thirty-four (234) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Union Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:30 A.M. until 12:00 A.M. Midnight

Compensation: $600.00/Seating Capacity: 20.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107316 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

Tre Soldi.

[O2013-5164]

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

Permission and authority are hereby given and granted to Tre Soldi, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 212 East Ohio Street. Said sidewalk cafe area shall be forty-one point three three (41.33) feet in length and six point five (6.5) feet in width for a total of two hundred sixty-eight point six five (268.65) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along East Ohio Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 11:30 A.M. to 10:00 P.M.
Monday through Thursday, 11:30 A.M. to 11:00 P.M.
Friday and Saturday, 11:30 A.M. to 12:00 Midnight

Compensation: $617.88/Seating Capacity: 12.

Sidewalk cafe permit and approved plan must be posted at all times.

This grant of privilege Number 1107332 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-800 through 10-28-885 of the Municipal Code of Chicago and the directions of the Commissioner of the Department of Business Affairs and Consumer Protection, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority for the above named privilege is herein given and granted from and after March 1, 2013 through and including December 1, 2013.

APPROVAL OF BRIDGEPORT COLLECTION RESUBDIVISION.

[O2013-4961]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed resubdivision of lots in the block bounded by West 38th Street, West 38th Place, South Normal Avenue and the Pennsylvania Railroad in the 11th Ward. This ordinance was referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

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

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. Chicago Department of Transportation, the Commissioner or the designee of the Commissioner, are hereby authorized and directed to approve a proposed "[illegible] Resubdivision" being a resubdivision of [illegible] in the block bounded by West [illegible] Street, West [illegible] Place, South [illegible] Avenue and the Pennsylvania Railroad, and legally described in the attached plat (Exhibit A) [illegible], which, for greater certainty, is hereto attached and made a part of this ordinance.

SECTION 2. The resubdivision herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, TD Capital Investment LLC, [illegible] and Robert and Debra [illegible] shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of paving and curb returns and constructing sidewalks and curb within and adjacent to the area herein resubdivided [illegible] and curb.

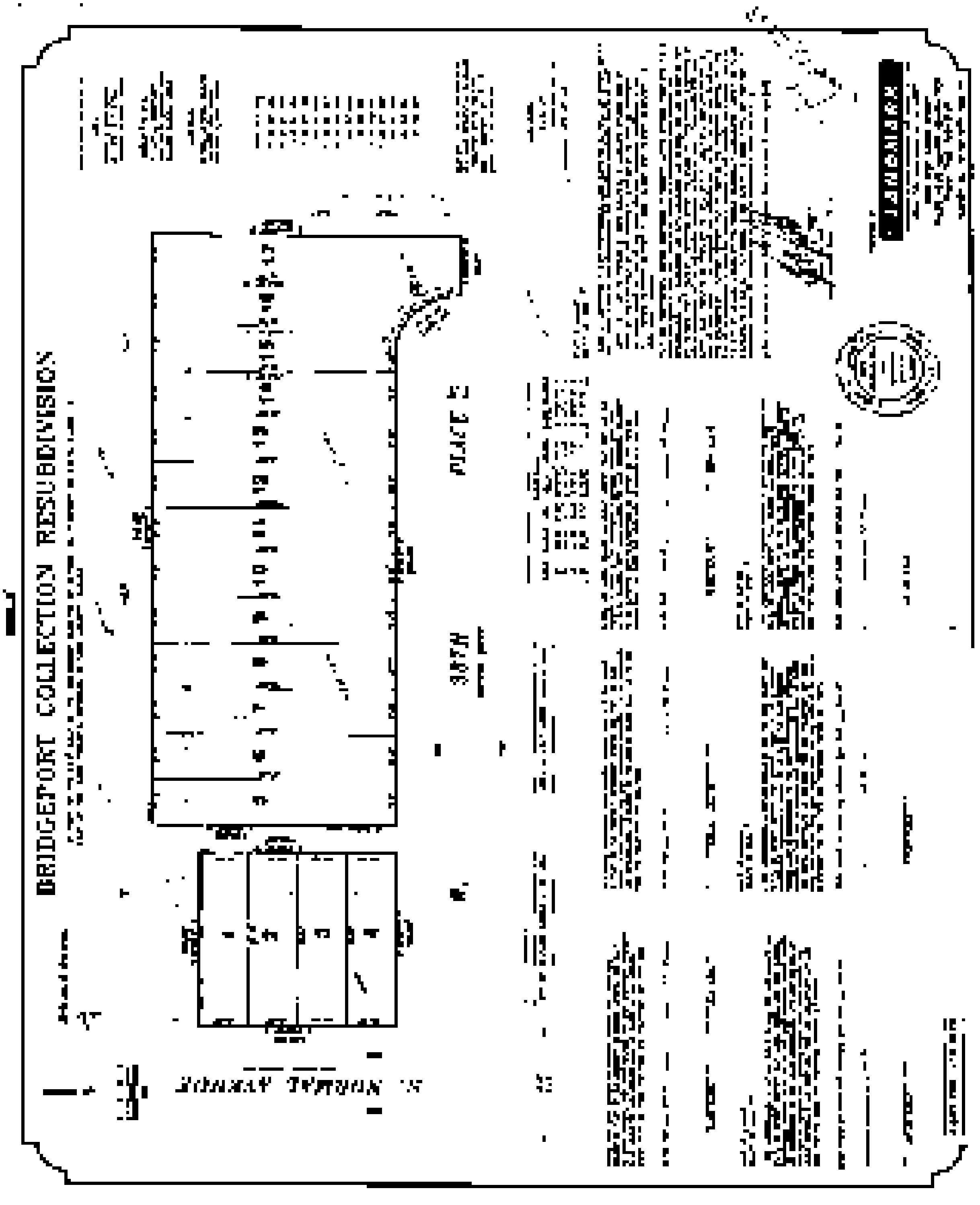
SECTION 3. The resubdivision herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the TD Capital Investment LLC, [illegible] and Robert and Debra [illegible] shall file or cause to be filed for recording in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with the attached Exhibit A, being the plat of resubdivision approved by the Department of Transportation, Superintendent of Maps and Plats, as well as [illegible] for greater clarity.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Exhibit "A" referred to in this ordinance printed on page [illegible] of this Journal.]

Exhibit "A".

[illegible]


BRIDGEPORT COLLECTION RESUBDIVISION
S. NORMAL AVENUE
W. 38TH PLACE
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LANDMARK

APPROVAL OF LOYOLA RESUBDIVISION.

[O2013-4576]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 17, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for a proposed Loyola Resubdivision in the block bounded by East Chestnut Street, East Pearson Street, North State Street and North Wabash Avenue. This ordinance was referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 Chicago Department of Transportation, the Commissioner or the designee of the Commissioner, are hereby authorized and directed to approve a proposed Loyola Resubdivision being a resubdivision in the block bounded by East Chestnut Street, East Pearson Street, North State Street and North Wabash Avenue, and legally described in the attached plat (Exhibit A) (No. 23-42-13-3576), which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the applicant shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with the attached plat approved by the Department of Transportation, Superintendent of Maps and Plats.

SECTION 3. This ordinance and the vacation herein shall take effect and be in force from and after its recording.

[Exhibit "A" referred to in this ordinance printed on pages 59262 and 59263 of this Journal.]

VACATION OF PORTIONS OF S. MILLARD AVE. AND W. 100TH ST.

[O2013-4587]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass a proposed vacation of South Millard Avenue and West 100th Street, bounded by West 99th Street and South Central Park Avenue, in the 19th Ward. This ordinance was referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

Continued on page 59264.

Exhibit A

Loyola Resubdivision
(Page 1 of 2)

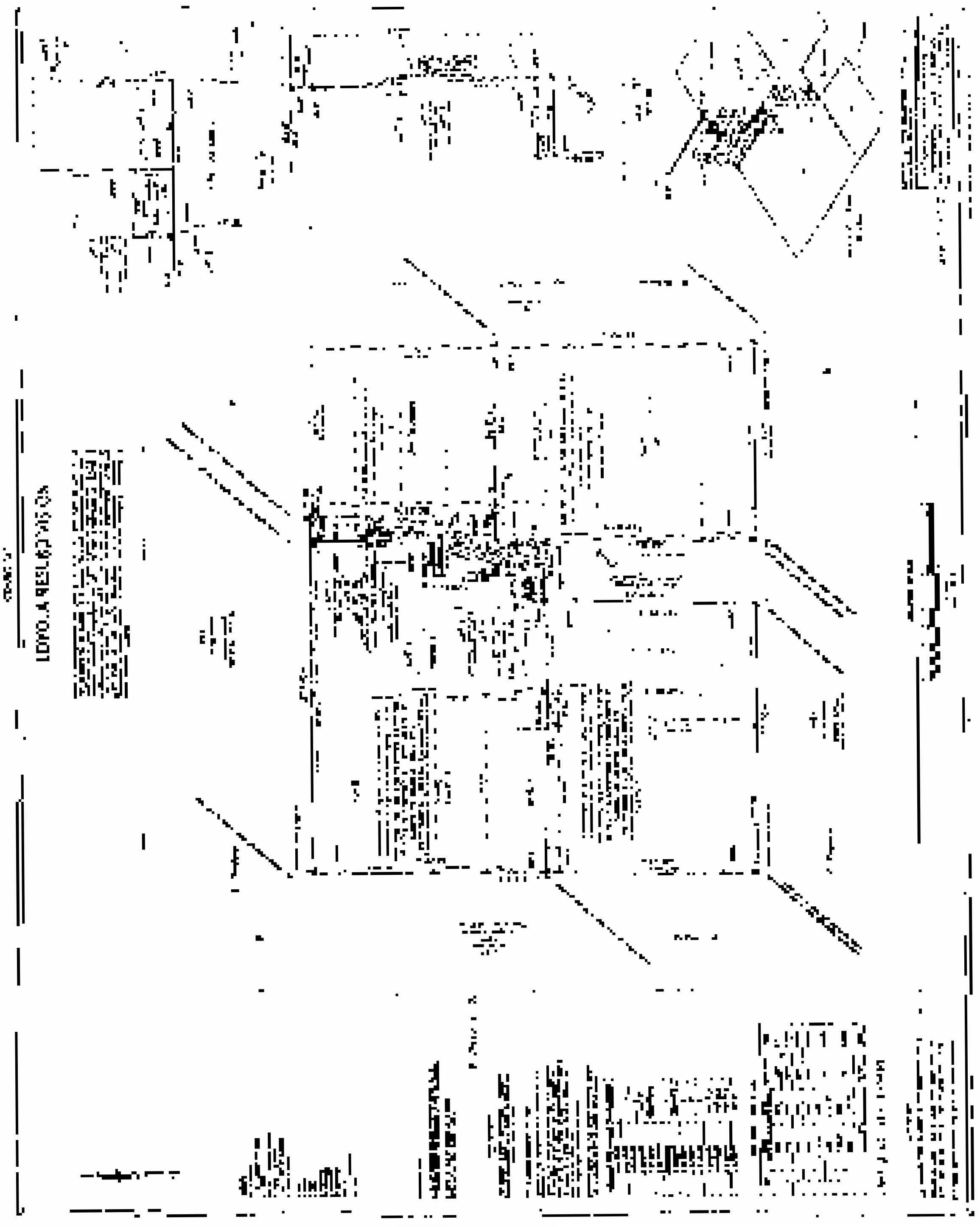
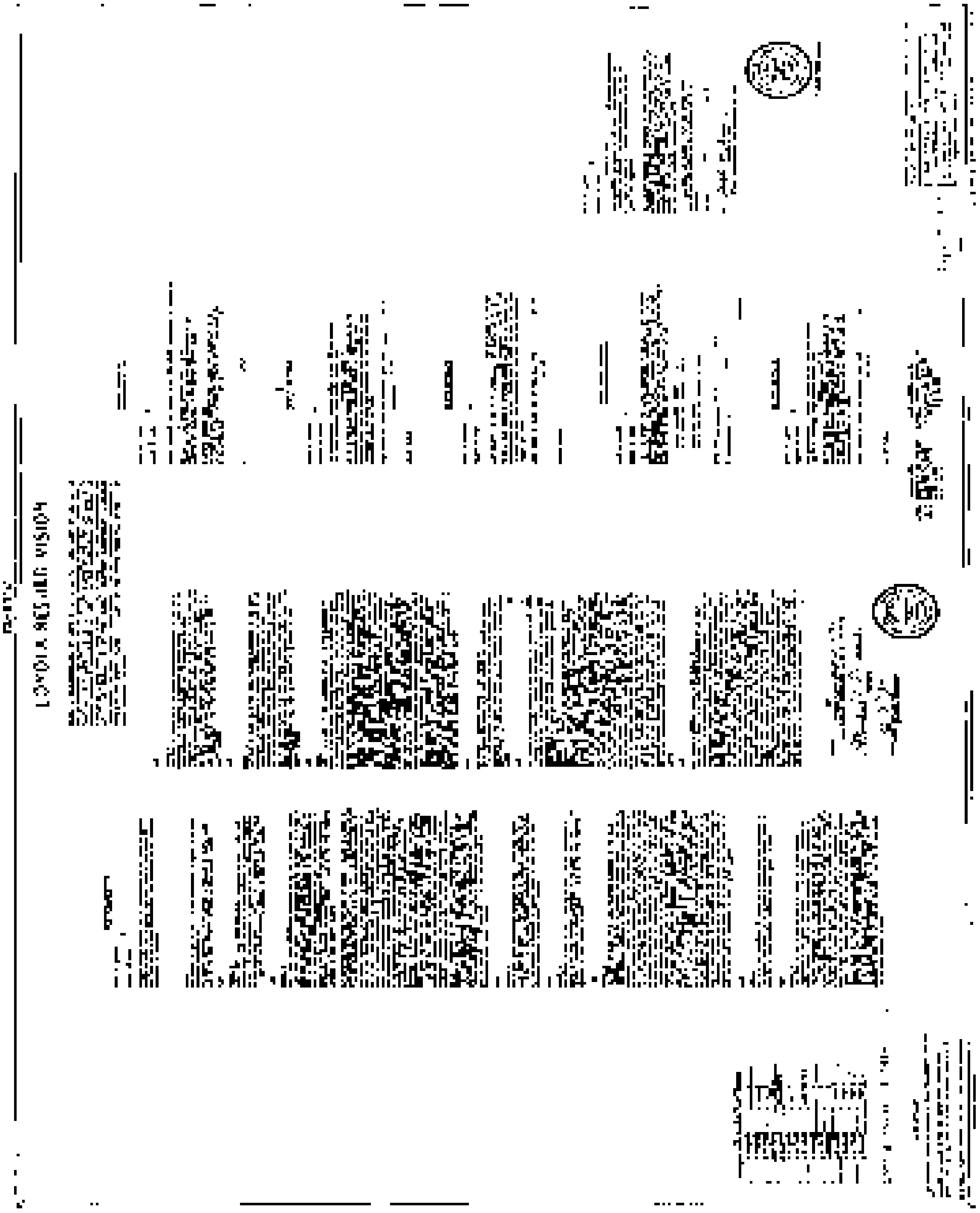

LOYOLA RESUBDIVISION

Exhibit "A".

Loyola Redevelopment
(Page 2 of 2)



(Continued from page 58271)

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City wishes to support the charitable, educational and philanthropic activities of established not-for-profit corporations and encourage the continued viability and growth of such activities; and

WHEREAS, Many not-for-profit corporations own property that adjoins streets and alleys that are no longer required for public use and might more productively be used in furtherance of such activities; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures for their maintenance, repair and replacement, by reducing liability and attendant costs associated with such activity and by providing support for such charitable, educational and philanthropic activities; and

WHEREAS, The City can promote strong communities by facilitating the return of public land to private use through the vacation of public streets and alleys for no compensation; and

WHEREAS, The properties adjacent to the right-of-way to be vacated hereby within the municipal city limits of the City of Chicago are owned by Sisters of Mercy of the Americas West Midwest Community, Inc., an Illinois not-for-profit corporation; and

WHEREAS, The Sisters of Mercy of the Americas West Midwest Community, Inc., a Missouri not-for-profit corporation which is licensed to transact business in Illinois, uses the site as a business center and for infirmary nursing facilities for elderly religious; and

WHEREAS, The Sisters of Mercy of the Americas West Midwest Community, Inc., a Missouri not-for-profit corporation, proposes to use the portion of the public streets to be vacated herein for a driveway and access in support of the construction of a proposed continuing care retirement community for elderly religious staff members to be constructed on the adjacent lots; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of the public streets described in the following ordinance; now, therefore,

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

SECTION 1. Legal Description.

The east 33.00 feet of that part of the west half of the east half of the northeast quarter of the southwest quarter of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian, lying south of the south line of the north 50.00 feet of the southwest quarter of said Section 11 and lying north of a line 33.00 feet south of the south line of the northeast quarter of the northeast quarter of the southwest quarter of said Section 11, as dedicated in Dedication for Public Streets Document Number [illegible] recorded June [illegible], 1955 in Cook County, Illinois.

And:

The north 33.00 feet of the east half of the northeast quarter of the northeast quarter of the southwest quarter of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian (except the east 67.00 feet thereof) as dedicated in Dedication for Public Streets Document Number [illegible] recorded June 23, 1955 in Cook County, Illinois.

SECTION 2. The Commissioner of Transportation is hereby authorized to accept and approve a redevelopment agreement or similar instrument restricting the use and improvement of the public way vacated in Section 1 of this ordinance to social service purposes which includes, but shall not be limited to, the operation of a retirement community with [illegible] independent living units, 23 units of memory care, 41 units of assisted living and 32 units of skilled nursing care and for such uses and improvements that are accessory, as that term is defined in the Chicago Zoning Ordinance, to such social service purposes, such uses and improvements to be owned and operated by a not-for-profit corporation, subject to the approval of the Corporation Counsel as to form and legality. The restriction on use and improvement in the covenant, agreement or instrument shall be for a term of 40 years and upon breach of such restriction the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication on which it has been [illegible] held by the City.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison its successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the streets herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison's facilities. No buildings, permanent structures or obstructions shall be placed over Commonwealth Edison's facilities without written release of easement by Commonwealth Edison. Any future vacation-beneficiary prompted relocation of Commonwealth Edison's facilities lying within the area being vacated will be accomplished by Commonwealth Edison and done at the expense of beneficiary of the vacation.

SECTION 4. The City of Chicago hereby reserves the streets as herein vacated, as a right-of-way for an existing Water Department main and appurtenances thereto, and for the installation of any additional water mains and appurtenances which in the future maybe located in the streets as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is also provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities. It is further provided that any vacation-beneficiary prompted adjustments to City water facilities in the area to be vacated; and the repair, renewal or replacement of any private materials, or private property damaged in the area to be vacated as a result of the City exercising its easement rights, shall be done at the beneficiary's expense.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Sisters of Mercy of the America's West Midwest Community Inc., a Missouri not-for-profit corporation shall deposit in the City Treasury of the City of Chicago, a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb at the entrance to that part of the streets hereby vacated, similar to the adjacent and contiguous sidewalk and curb.

SECTION 6. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Sisters of Mercy of the America's West Midwest Community, Inc., a Missouri not-for-profit corporation, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a redevelopment agreement complying with Section 2 of this ordinance and as approved by the Corporation Counsel, and the plat of vacation as approved by the Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect and be in force from and after its recording.

Vacation Approved:

(Signed) Gabe Klein
Commissioner

Approved as to Form and Legality:

(Signed) Richard Wendy
Deputy Corporation Council

(Signed) Honorable Matt O'Shea
Alderman, 19th Ward

[Exhibit "A" referred to in this ordinance printed on page 58298 of this *Journal*.]

VACATION OF PORTION OF S. PRAIRIE AVE.

[O2013-4983]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

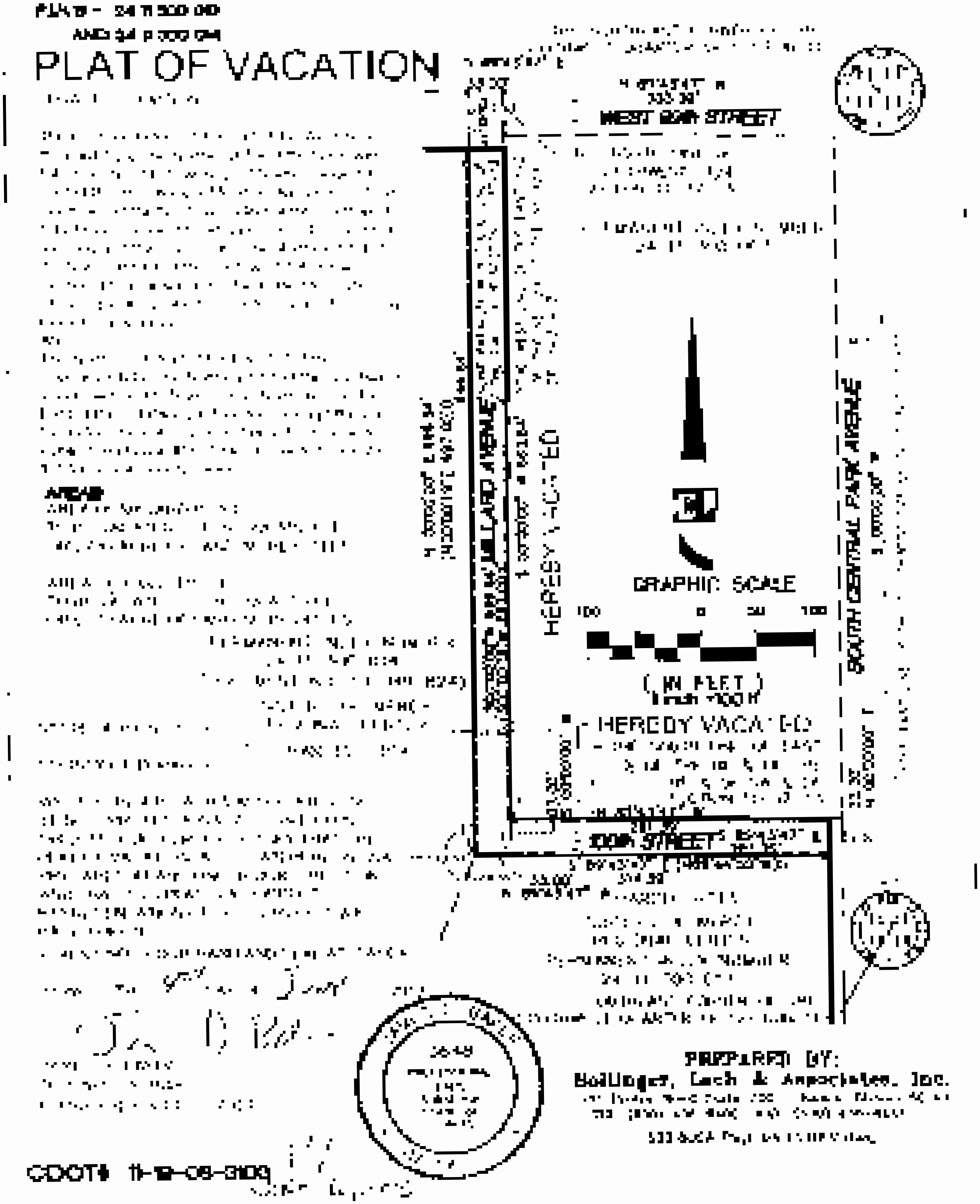
To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed vacation of South Prairie Avenue, between West 63rd Street and the railroad track limits to the south, in the 20th Ward. This ordinance was referred to the Committee on June 26, 2013.

(Continued on page 58299)

Exhibit A.

Exhibit "A"



PIN'S - 24 11 300 010
AND 24 11 300 014
PLAT OF VACATION
WEST 83rd STREET
SOUTH MILLARD AVENUE
HEREBY VACATED
GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.
HEREBY VACATED
SOUTH CENTRAL PARK AVENUE
84th STREET
AREAS
PREPARED BY:
Bollinger, Lach & Associates, Inc.
CDOT# 11-19-08-3109

(Continued from page 58207)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of its industrial jobs in recent years, accompanied by a corresponding erosion of its tax base. As a result of this, many firms must try to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employing many Chicagoans who, by their tax payments, benefit the entire city; and

WHEREAS, The City can strengthen its industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 5900 -- 6059 [illegible] -- [illegible], 6500 -- 6558 [illegible] and 6501 -- 6559 are owned by Norfolk Southern Railway Company and Norfolk Western Railroad Company; and

WHEREAS, Norfolk Southern Railway Company and Norfolk Western Railroad Company employ 75 full-time employees; and

WHEREAS, Norfolk Southern Railway Company and Norfolk Western Railroad Company propose to use the portion of the street to be vacated herein for the creation of a new entrance with automated gate system for the intermodal terminal; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All of Prairie Avenue lying south of the south right-of-way of 61st Street and north of the north right-of-way line of the New York Central Railroad, except that part of Prairie Avenue heretofore vacated on November [illegible] as Document Number [illegible] and except that part of Prairie Avenue heretofore vacated on January [illegible] as Document Number [illegible], all in the east half of the northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, as shaded and legally described by the words "Hereby Vacated" on the drawing hereto attached as Exhibit A, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Commissioner of Transportation is hereby authorized to accept and approve a restrictive covenant or similar instrument restricting the use and improvement of the public way vacated in Section 1 of this ordinance to industrial uses and for such use and improvements that are necessary as to all items as defined in the Chicago Zoning Ordinance. The restrictive covenant [illegible] similar [illegible] for a term of 40 years and upon breach of such term that the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication by which it has been heretofore held by the City.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, its successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the street herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison's facilities. No buildings, permanent structures or obstructions shall be placed over

Commonwealth Edison's facilities without written release of easement by Commonwealth Edison. Any future vacation beneficiary prompted relocation of Commonwealth Edison's facilities, [illegible] will be accomplished by Commonwealth Edison and done at the expense of beneficiary of the vacation.

SECTION 4. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Co. an easement to operate, maintain, repair, renew and replace existing underground facilities in all of the area to be vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Co. or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities or the construction of additional facilities. Any future vacation beneficiary prompted relocation of Peoples Gas facilities lying within the area being vacated will be accomplished by Peoples Gas and done at the expense of beneficiary of the vacation.

SECTION 5. The City of Chicago hereby reserves the area to be vacated herein as a right-of-way for existing Water Department sewers and sewer structures, for the installation of any additional sewers, sewer structures and appurtenances now located or which in the future shall be located in the street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that the City shall have 24 hour access to the area to be vacated, that no buildings or other permanent structures shall be erected on said right-of-way herein reserved or other use made of said area which in the sole opinion and judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally owned service facilities, and that all sewer structures shall be elevated to grade. It is further provided that any vacation beneficiary prompted adjustments to sewer facilities in the area to be vacated, and the repair, replacement or abandonment of any private drains or private property damage in the area to be vacated as a result of the City exercising its easement rights shall be done at the expense of the beneficiary of the vacation.

SECTION 6. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Norfolk Southern Railway Company and Norfolk Western Railroad Company shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb at the entrance to that part of the street hereby vacated, similar to the adjacent contiguous sidewalk and curb.

SECTION 7. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Norfolk Southern Railway Company and Norfolk Western Railroad Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the full sized plat complying with Section 2 of this ordinance, first approved by the Corporation Counsel and the attached plat approved by the Superintendent of Maps and Plats.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after its recording.

Vacation Approved:

(Signed) Gabe Klein
Commissioner

Approved as to Form and Legality:

(Signed) Richard Wendy
Deputy Corporation Counsel

(Signed) Honorable Willie B. Cochran
Alderman, 20th Ward

[Exhibit "A" referred to in this ordinance printed on page 58303 of this *Journal*.]

PERMISSION FOR PARAMOUNT PICTURES TO CONDUCT LANDINGS AND TAKEOFFS OF ROTARY-WING AIRCRAFT AT VARIOUS CHICAGO LOCATIONS FOR MOVIE PRODUCTION PURPOSES.

[O2013-4975]

The Committee on Transportation and Public Way submitted the following report:

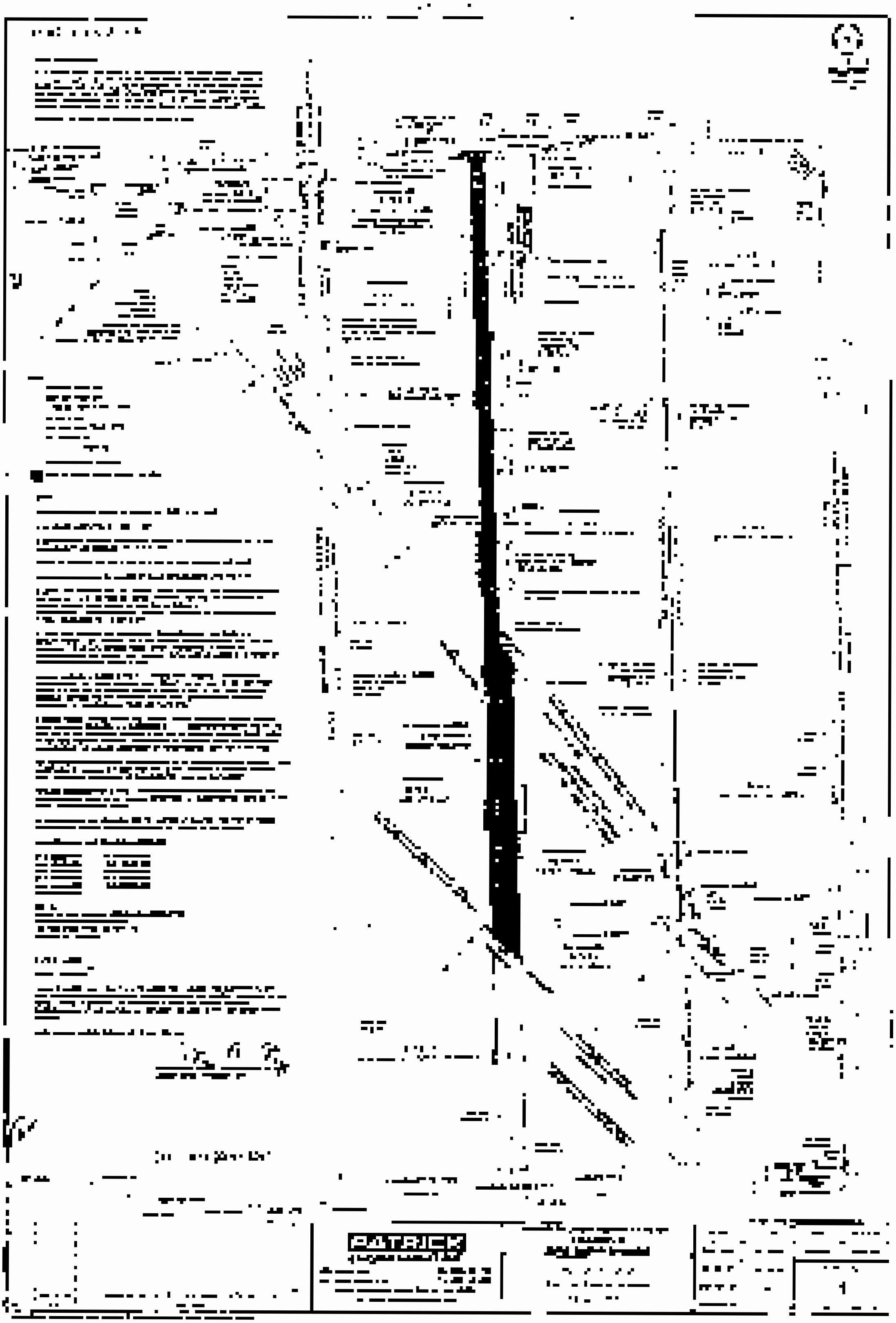
CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing Paramount Pictures to conduct landings and takeoffs of rotary-wing aircraft in portions of Chicago for the movie production "Transformers 4". This ordinance was referred to the Committee on June 26, 2013.

(Continued on page 58304)

Exhibit A



(Continued from page 58302)

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 under Section 6 of Article VII of the Illinois Constitution, the City of Chicago ("City") may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Paramount Pictures ("Studio") is planning to use portions of Chicago this summer and fall to film an upcoming movie: "Transformers 4"; and

WHEREAS, As part of the filming of this movie, Studio is seeking permission to conduct landing and takeoffs of rotary-wing aircraft in those portions of Chicago; 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 legislative findings of the City and are incorporated herein and are made hereby a part of this ordinance.

SECTION 2. Notwithstanding Section 4-83-100 or Section 10-36-380 or any other provision of the Municipal Code of Chicago to the contrary, Studio is hereby authorized to conduct landings and takeoffs of rotary-wing aircraft in such portions of Chicago as the City shall review and approve, under the following circumstances:

1. Studio and persons acting on its behalf must cooperate with the City's Office of Emergency Management and Communications, Department of Police, Department of Aviation and Fire Department in connection with such landings and takeoffs;

2. Studio and persons acting on its behalf must not violate State or Federal law or regulations in their use of rotary-wing aircraft pursuant to this ordinance;

3. The landings and takeoffs of rotary-wing aircraft must occur on such days and times during the summer and fall of 2013 as the City shall approve in advance;

4. Studio must provide, to the satisfaction of the City, proof of insurance coverage, indemnification and such other assurances as the City deems necessary and appropriate to ensure that the City is adequately protected.

SECTION 3. Any person who violates any of the provisions of this ordinance shall be fined not less than $5,000.00 nor more than $10,000.00 for each offense.

SECTION 4. This ordinance shall take full force and effect upon its passage and approval.

ESTABLISHMENT OF TAXICAB STAND NO. 805 AT 802 W. MONROE ST.

[O2013-5473]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to cause the establishment of Taxicab Stand Number 805 between North Halsted Street and North Green Street for four taxicabs. This ordinance was referred to the Committee on July 17, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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:

Cab stand sign (distance four spaces) at 802 West Monroe Street -- at all times -- all days between North Halsted Street and North Green Street.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NO. 476 ON PORTION OF W. QUINCY ST.

[O2013-5020]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance authorizing and directing the Commissioner of Transportation to cause the establishment of Taxicab Stand Number 476 located at West Quincy Street, south curb, between South Franklin Street and South Wells Street, adjusting the number of taxicabs from seven taxicabs to three taxicabs. This ordinance was referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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:

Amend Taxicab Stand Number 476 on West Quincy Street, south curb, between South Franklin Street and South Wells Street from seven taxicabs to three taxicabs in length -- at all times -- all days.

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass ordinances authorizing and directing the Commissioner of Transportation and/or the Director of Revenue to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit/limit ingress and egress to parking facilities at subject locations. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 45.

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):

Armitage And Damen Car Wash.

[O2013-4511]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Armitage and Damen Car Wash at 2015 -- 2033 West Armitage Avenue from the provisions requiring barriers as a prerequisite to prohibit/limit ingress and egress to a loading dock for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Barrett Homes LLC

[O2013-4658]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Barrett Homes LLC at [illegible] -- [illegible] West Belmont Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Breakthrough Urban Ministries

[O2013-4705]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation and the Director of Revenue are hereby authorized and directed to exempt Breakthrough Urban Ministries, a [illegible] community center, located at [illegible] -- [illegible] West Carroll Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Cali V LLC

[O2013-4908]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Cali V LLC at [illegible] -- [illegible] West Adams Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises addresses.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

The Damen Place, Inc.

(O2013-4960)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt The Damen Place, Inc. at 1943 North Damen Avenue from the provisions requiring barriers as a prerequisite to prohibit invalid ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Lakeview Fitness.

(O2013-5502)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lakeview Fitness from the provisions requiring barriers as a prerequisite to prohibit invalid ingress and egress to parking facilities for 5107 North Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Public Building Commission Of Chicago.

(O2013-5578)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the Public Building Commission of Chicago from the provisions requiring barriers as a prerequisite to prohibit invalid ingress and egress to parking facilities for 5100 North Kimball Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Regional Auto Group, Inc.

[O2013-4574]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Regional Auto Group, Inc. at 2845 -- 2851 North Cicero Avenue from the provisions requiring barriers as a prerequisite to prohibit/ing ingress and/or egress to parking facilities at 2845 -- 2851 North Cicero Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Sheffield Wood LLC

[O2013-4457]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Sheffield Wood LLC at 1651 North Sheffield Avenue from the provisions requiring barriers as a prerequisite to prohibit/ing ingress and egress to a loading dock for merchandise purposes.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Silver Property Group LLC

[O2013-5002]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Silver Property Group LLC from the provisions requiring barriers as a prerequisite to prohibit/ing ingress and egress to parking facilities for 4054 -- 4058 North Harding Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Sunshine Gospel Ministries/Chet [illegible]

[O2013-4949]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Sunshine Gospel Ministries/Chet [illegible] from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises addressed at 501 East 61st Street, Chicago, Illinois 60637.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Synergy Construction Group LLC

[O2013-4951]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Synergy Construction Group LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to 1954 North Milwaukee Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

Synes Corporation/Nestor Cabello

[O2013-4953]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Synes Corporation/Nestor Cabello, 2048 West 47th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises addressed.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 18, 2013.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass proposed ordinances authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designations/standardization of various portions of the public way. These ordinances were referred to the Committee on June 26, 2013.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

4950 S. [illegible] Ave. To Be Known As "John [illegible] Way".

(O2013-[illegible])

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council allowing the erection of honorary street name signs, the Commissioner of the Department of Transportation shall take the necessary action for standardization of 4950 South [illegible] Avenue as "John [illegible] Way".

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

5230 N. Clark St. To Be Known As "Gus Giordano Way".

[O2013-4501]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of the Department of Transportation shall take the necessary action for standardization of 5230 North Clark Street as "Gus Giordano Way".

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

Portion Of S. Jeffery Blvd. To Be Known As "Apostle Robert L. Milton Boulevard".

[O2013-4530]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of the Department of Transportation shall take the necessary action for standardization of South Jeffery Boulevard between East 72nd Street and East 73rd Street as "Apostle Robert L. Milton Boulevard".

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

6035 S. Mozart Ave. To Be Known As "Dorothy Spiegel Way".

[O2013-4465]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of the Department of Transportation shall take the necessary action for standardization of 6035 South Mozart Avenue as "Dorothy Spiegel Way".

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

COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

AMENDMENT OF CHAPTERS 17-4 AND 17-8 OF MUNICIPAL CODE REGARDING CENTRAL AREA PARKING DISTRICT.

(MA-159)

[SO2013-5061]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 17-4-0801-A of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-4-0801-A Central Area Parking District.

1. Approval Procedure. Non-accessory parking is allowed within the Central Area Parking District only if reviewed and approved in accordance with the planned development procedures of Section 17-13-0600.

2. Boundaries. The boundaries of the Central Area Parking District are as follows: to the north, the south line of East and West Kinzie Street and the south line of East North Water Street; to the east, the ~~west~~ east line of North and South ~~Michigan Avenue~~

Lake Shore Drive; to the south, the ~~north~~ south line of East and West ~~Congress Parkway~~ Harrison Street; and to the west, the east line of North and South Canal Street.

SECTION 2. The figure in Section 17-4-0801-A of the Zoning Ordinance is hereby amended as depicted on Exhibit A attached hereto.

SECTION 3. Section 17-8-0503 of the Chicago Zoning Ordinance is hereby amended by adding the language underscored, as follows:

17-8-0503 Non-Accessory Parking In The "D" Zoning Districts.

17-8-0503-A Planned development review and approval is required for the creation, establishment or erection of all non-accessory parking facilities in the Central Area Parking District and any additions to or expansions of existing non-accessory parking facilities in the Central Area Parking District. (See also Section 17-4-0800).

17-8-0503-B When a new or expanded non-accessory parking facility is proposed in the Central Area Parking District, the zoning administrator must provide written notice to the commissioner of business affairs and consumer protection and the corporation counsel for review and comment within 30 days of receipt of such proposal or application. Such notice shall include the address of the proposed non-accessory parking facility and the number of proposed parking spaces. The commissioner of business affairs and consumer protection and the corporation counsel, or their designees, must provide written acknowledgement of receipt of such notice and comments, if any, for inclusion in the record no more than 30 days following receipt of such notice, but in no event less than 10 days prior to the Chicago Plan Commission's hearing on the proposal or application. No zoning approval for any new or expanded non-accessory parking facility in the Central Area Parking District, and no license for any such new or expanded facility, shall be valid unless such notice was delivered and acknowledgement received.

17-8-0503-C Planned development review and approval is required for the creation, establishment or erection of non-accessory parking facilities in "D" districts located outside the boundaries of the Central Area Parking District if such non-accessory parking facility contains 250 parking spaces or more. (See also Section 17-4-0800).

SECTION 4. Section 17-8-0904-D of the Chicago Zoning Ordinance is hereby amended by adding the language underscored, as follows:

17-8-0904-D Parking In "D" Districts.

1. Vehicle access and service functions should be accessed from alleys in order to diminish conflicts with pedestrian traffic on sidewalks.

2. Porte cocheres and similar covered entrances for automobiles are generally discouraged. When used, such features should be limited in size and serve lobbies that are clearly visible from the street. These entrances should be combined with landscaped open space.

3. Underground parking is strongly encouraged as a means of reducing the height and bulk of downtown buildings.

4. Any portion of a multi-level parking garage not located below grade should be lined by active use for a minimum depth of 20 feet.

5. Motor courts and parking courts are discouraged.

6. To reduce traffic congestion downtown and maximize the City's transit resources, new and expanded non-accessory parking facilities in the Central Area Parking District are strongly discouraged.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or any portion thereof, is in conflict with any provision of this ordinance, the provisions of this ordinance control. If any section, paragraph or provision of this ordinance shall be held invalid by any court, that invalidity shall not affect the remaining provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon passage and approval.

REPEAL OF SECTION 13-96-085 AND AMENDMENT OF SECTION 17-15-0503 OF MUNICIPAL CODE BY DELETING PROVISIONS FOR CONTINUATION OF NONCONFORMING SIGNS.

(TAD-501)

[SO2013-2526]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 524 in regards to allowing light equipment dealers/rental within Planned Development Number 14.

Page one also contains text amendment Number 521 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 15 sign orders for large signs over 100 square feet and one sign order for a restricted business identification sign. Page 11 also contains one business identification sign issued by the Clerk that failed to meet the Committee's recommendations and was voted Do Not Pass.

Page 11 contains three orders for off-premises advertisement signs, one of which was voted Do Not Pass.

Page 11 contains one order for an off-premises advertising sign which has not met the requirements and was voted Do Not Pass.

Page 12 contains 42 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 13-96 of the Municipal Code of Chicago is hereby amended by repealing Section 13-96-085 in its entirety.

SECTION 2. Section 17-15-0503 of the Municipal Code of Chicago is hereby amended by deleting the language struck though, as follows:

17-15-0503 Continuation Of Nonconforming Signs.

Nonconforming signs may remain in use, subject to the regulations of this section (Section 17-15-0500), Section 13-20-565, and all other applicable requirements of the Municipal Code. Nonconforming signs must be maintained in good repair, and must comply with all other requirements of this Zoning Ordinance.

~~Notwithstanding any other provision of this code to the contrary, a legally established and lawfully permitted nonconforming off-premises sign may be replaced and such replacement shall not affect the legal status of the sign or sign structure as nonconforming if:~~

~~(a) the owner of a lot on which a nonconforming off-premises sign and sign structure is located is replacing the sign and sign structure solely for the purpose of entering into a contract with a new sign permitted;~~

~~(b) the replacement of the sign and sign structure is completed within 6 months of the termination of the contract with the sign permitted; provided that if a building permit is required for the construction of a new sign structure, the owner shall have until the expiration of the term of the building permit to erect the replacement sign structure;~~

~~(c) the replacement sign and sign structure are no larger or higher in size, area and height and have the same placement and configuration of the original sign and sign structure;~~

~~(d) the replacement sign is the same type of sign as the original sign and does not incorporate any new or different technological elements; and~~

~~(e) the owner of the lot has registered the sign and sign structure with the commissioner of buildings in compliance with Section 13-96-085.~~

~~The replacement sign and sign structure shall comply with all other applicable requirements for nonconforming signs.~~

SECTION 3. Following due passage and approval, this ordinance takes effect on January 1, 2014.

AMENDMENT OF SECTION 17-6-0403 OF MUNICIPAL CODE TO ALLOW LIGHT EQUIPMENT SALES/RENTAL WITHIN PLANNED DEVELOPMENT NO. 14.

(TAD-504)

[O2013-4981]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one resolution regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. Title 17, Section 17-6-0403 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect 30 days after its passage and approval.

AMENDMENT OF SECTION 17-6-043-F OF MUNICIPAL CODE TO ALLOW SPORTS AND RECREATION FACILITIES WITH PLANNED MANUFACTURING DISTRICT NO. 10.

(TAD-503)

[O2013-4198]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business [illegible] sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted Do Not Pass.

Page 11 contains three orders for off-premises advertisement signs, one of which was voted Do Not Pass.

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted Do Not Pass.

Page 12 contains 41 business identification sign introductions, which all passed unanimously.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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. Title 17, Section 17-6-0403-F of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREAS SHOWN ON MAP NOS. 2-F AND 9-G.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page nine also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages nine through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet [illegible] business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted Do Not Pass.

Page 11 contains three orders for off-premises advertisement signs, one of which was voted Do Not Pass.

Page 11 contains one order for an off-premises advertising sign that has not met all of the requirements and was voted Do Not Pass.

Page 12 contains 43 business identification sign orders which all passed [illegible]

I hereby move for passage of the proposed ordinance and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed ordinance and substitute ordinances transmitted with the foregoing committee report were Passed by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, 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 are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 2-F.
(As Amended)
(Application No. [illegible])
(Common Address: 401 – 415 S. Dearborn St.; 35 – 39 W. Van Buren St.)
[SO2019-[illegible]]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current DC-16 Downtown Core District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Van Buren Street; South Plymouth Court; a line [illegible] feet south of West Van Buren Street; and South Dearborn Street,

to those of a Residential-Business Planned Development which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Statements.

1. The area delineated herein as Planned Development Number ____ ("Planned Development") consists of approximately [illegible] square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the applicant, MCL Development LLC.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different from the applicant, the legal title holders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different from the applicant, the legal title holder and any

ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

3. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the applicant or its successors, assign or grantees. Any requests for grants of privilege or any items encroaching on the public way shall be in compliance with the plans.

Ingress or egress shall be pursuant to the plans and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by the Department of Transportation.

4. This Plan of Development consists of seventeen (17) Statements: a Bulk Regulations Table; an Existing Land-Use Map; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Site/Landscape Plan; a Green Roof Plan; and Building Elevations submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Housing and Economic Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Residential Business Planned Development: residential, hotel, retail, day care, permitted uses in the Commercial Use Group, [illegible] and accessory uses. The following uses are prohibited: [illegible] and free-standing [illegible] towers.

6. On-Premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Housing and Economic Development ("DHED"). Off-Premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. Pursuant to the Chicago Zoning Ordinance (Section 17-8-0911), planned developments are to give priority to the preservation and adaptive reuse of Chicago landmark buildings. The Planned Development includes the Old Colony Building, which is designated as a Chicago Landmark. Work to designated Chicago landmarks is subject to the review and approval of the Commission on Chicago Landmarks pursuant to the Chicago Landmarks Ordinance, Section 2-120-740.

9. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted Floor Area Ratio identified in the Bulk Regulations Table has been determined using a Net Site Area of 10,114 square feet and a base FAR of 16. For purposes of this development, the definition of an Efficiency Unit as defined in Section 17-17-0249 of the Zoning Ordinance applies and furthermore an area enclosed by a wall that does not exceed seven feet in height above the floor and that has an opening of at least 60 inches shall not be considered a second room.

The improvements on the Property will utilize the following FAR bonuses:

Description	FAR
Base FAR	16.00
Affordable Housing	2.40
Total FAR	18.40

The calculation of the additional Floor Area Ratio obtained through the series of proposed Bonuses is as follows:

Affordable Housing = 24,27[illegible] square feet x 0.80 x $2[illegible] = $505,[illegible].48

10. The Applicant acknowledges and agrees that the rezoning of the Property from DX-5 to this Planned Development triggers the requirements of Section 2-45-110 of the Municipal Code (the "Affordable Housing Ordinance" or "AHO"). Any developer of a "residential housing project" within the meaning of the Affordable Housing Ordinance ("Residential Project") must: (i) develop affordable housing units as part of the Residential Project; (ii) pay a fee in lieu of the development of affordable housing units; or (iii) any combination of (i) and (ii). The Applicant further acknowledges and agrees that this planned development is subject to Section 17-4-1004-D of the Zoning Code, which also requires onsite affordable housing or payment of a fee in lieu of providing affordable housing for rezonings in DC, DX and DR districts that increase the base floor area ratio. If a planned development is subject to the requirements of both Sections 2-45-110 and 17-4-1004-D, the developer may elect to satisfy the AHO requirements by complying with the affordable housing floor area bonus provided for in Section 17-4-1004. Applicant has elected to comply with Section 17-4-1004. Pursuant to Section 17-4-1004-B of the Zoning Ordinance, the Applicant has requested an increase in the floor area ratio for the Property as set forth in the Bonus Worksheet required under Section 17-4-1003-D and attached hereto as Exhibit A ("Bonus Worksheet"). In accordance with the terms as set forth in Section 17-4-1004-C and the Bonus Worksheet, the Applicant acknowledges and agrees that it must provide a cash payment in lieu of providing affordable housing in the amount of $603,595.48 ("Cash Payment") or $2,988.41 per unit ("Pro Rata Amount"). Prior to the issuance of any building permits for the Eligible Bonus project, including, without limitation, excavation or foundation permits, the Applicant must make the required Cash Payment. The Applicant acknowledges and agrees that, pursuant to Section 17-4-1003-D, the Bonus Worksheet will serve as an affidavit of services and intentions. Notwithstanding anything to the contrary contained in Section 17-4-1003-E, the Commissioner of the Department of Housing and Economic Development may enforce remedies for breach of the provisions of this statement (?), and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development.

11. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

12. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Housing and Economic Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval. The Applicant may lease to members of the public on an hourly, daily, weekly or monthly basis up to 40 percent of the minimum required residential parking spaces, and any accessory parking spaces above the minimum required.

13. The applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.

14. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors.

15. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

16. The applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The applicant has agreed to provide a 50 percent green roof over the net roof area and achieve Energy Star Certification to comply with the City of Chicago's Sustainable Matrix.

17. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this planned development ordinance lapse, the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the property to a DC-16 Downtown Core District.

[Surrounding Land-Use Map; Zoning Map; Site Planned Development Boundary and Property Line Map; Site Plan; Roof Plan; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 58336 through 58344 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Business Planned Development

Plan Of Development

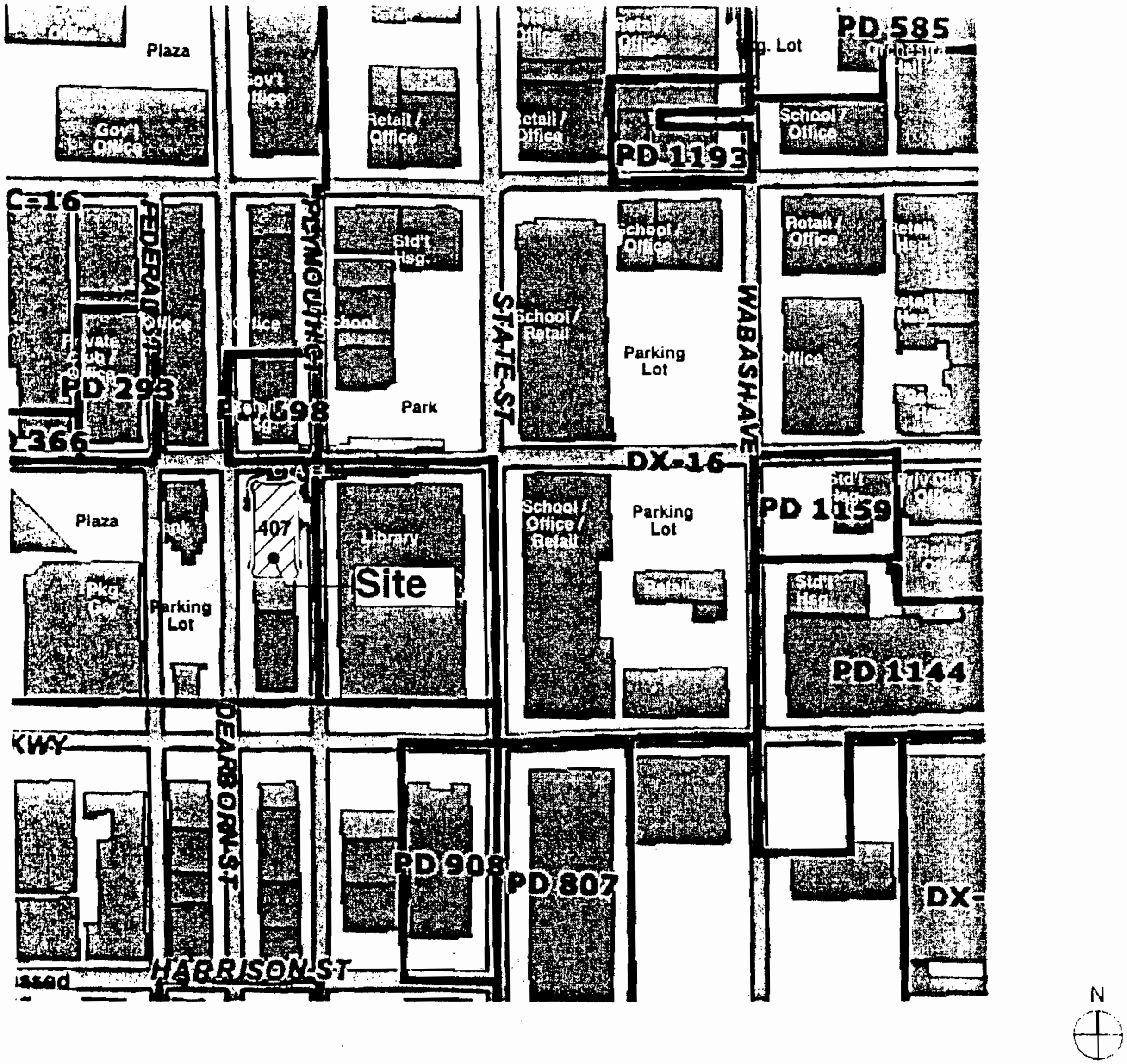
Bulk Regulations And Data Table.

Gross Site Area = Net Site Area + Area Remaining in the Public Right-of-Way

23,599.13 square feet (0.54 acre) = 10,174 square feet (0.23 acre) + 13,425.13 square feet (0.31 acre)

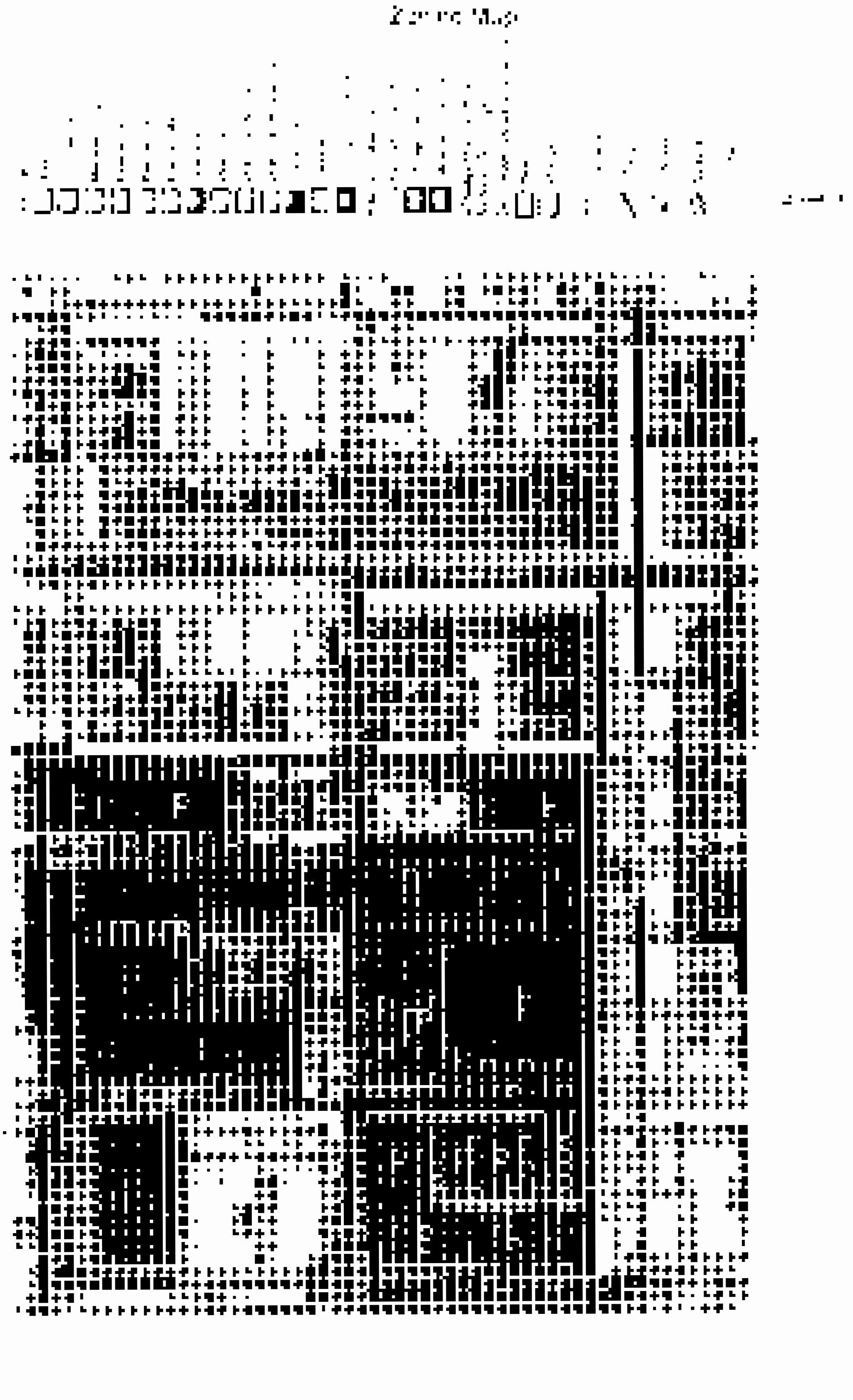
FAR:	18.40
Setbacks From Property Line	
Van Buren Street:	None
Plymouth Court:	None
South Property Line:	None
Dearborn Street:	None
Maximum Percentage of Site Coverage:	Per Site Plan
Maximum Number of Units:	204
Minimum Number of Off-Street Parking:	None
Minimum Number of Off-Street Loading:	None
Maximum Building Height:	241 feet

Surrounding Land-Use Map.


Plaza
Gov't Office
Gov't Office
Retail / Office
Retail / Office
Retail / Office
Pkg. Lot
PD 585
Orchestra Hall
School / Office
PD 1193
C-16
FEDERAL
PLYMOUTH CT
Std't Hsg.
School / Retail
School / Office
Retail / Office
Retail Hsg.
Private Club / Office
Office
Office
School
Parking Lot
STATE ST
WABASH AVE
Office
PD 293
PD 598
Park
366
DX-16
Plaza
Bank
407
Library
Site
School / Office / Retail
Parking Lot
PD 1159
Std't Hsg.
Priv Club / Office
Retail / Office
Pkg. Gar.
Parking Lot
Retail
Std't Hsg.
PD 1144
KWY
DEARBORN ST
PD 908
PD 807
DX-
HARRISON ST
N

Surrounding Land Use Map

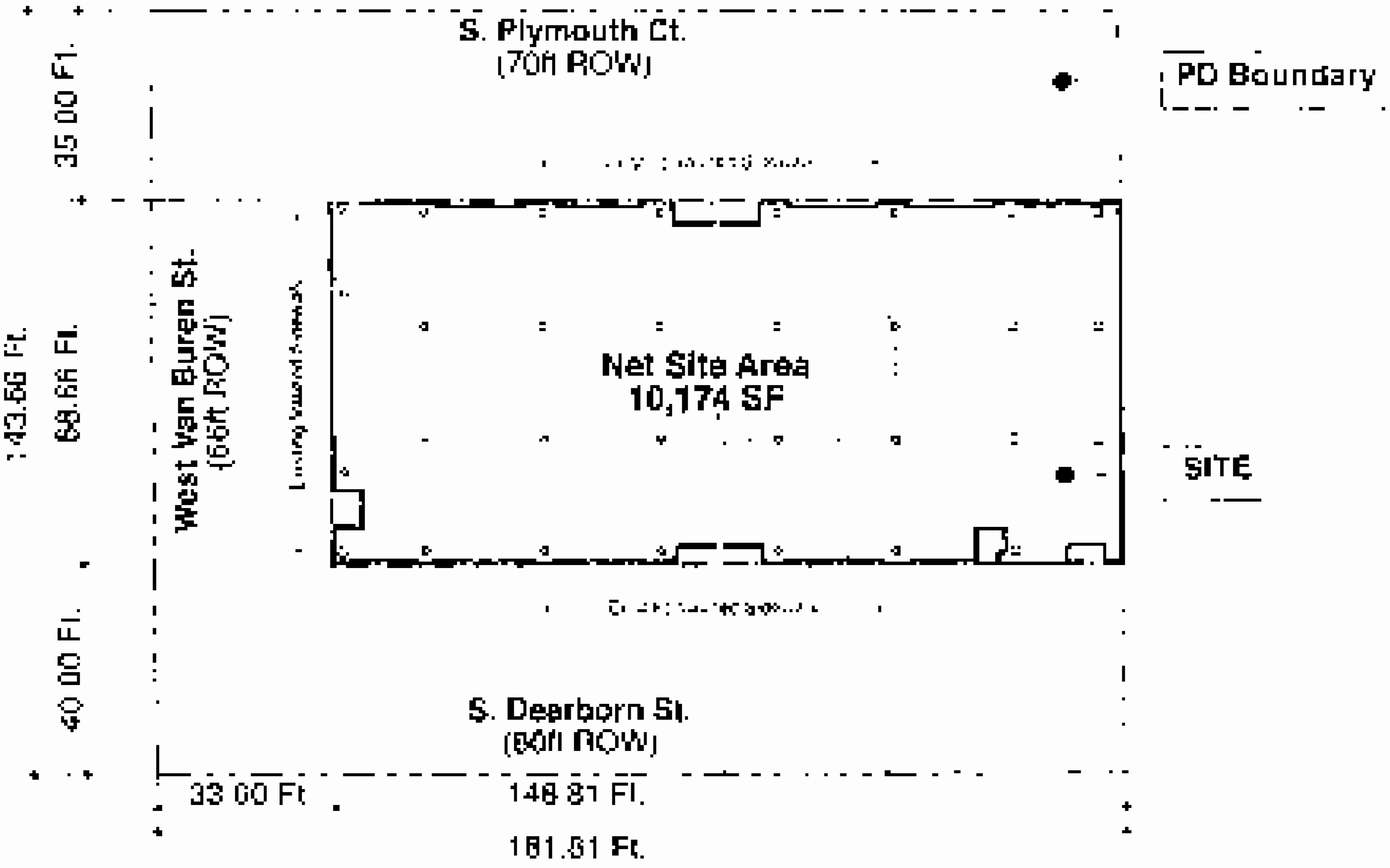
Applicant: MCJ Development LLC
Address: 407-15 S. Dearborn/35-39 W. Van Buren
Introduced: February 13, 2013
Plan Commission: July 18, 2013



Zoning Map

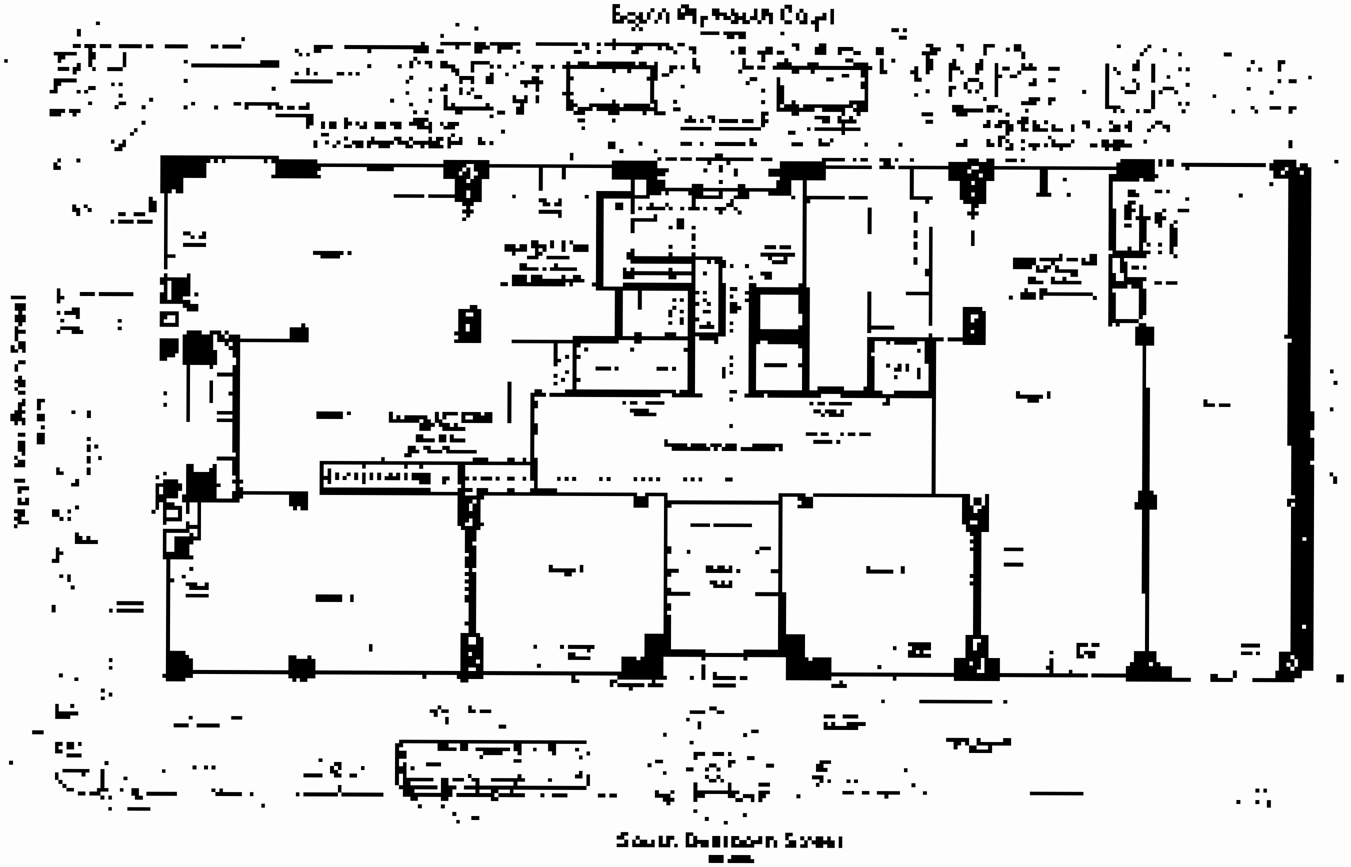
[illegible]

Site Planned Development Boundary And Property Line Map


S. Plymouth Ct.
(70ft ROW)
PD Boundary
35.00 Ft.
143.66 Ft.
68.66 Ft.
West Van Buren St.
(66ft ROW)
Existing Sidewalk
Net Site Area
10,174 SF
SITE
40.00 Ft.
S. Dearborn St.
(80ft ROW)
33.00 Ft.
148.81 Ft.
181.81 Ft.

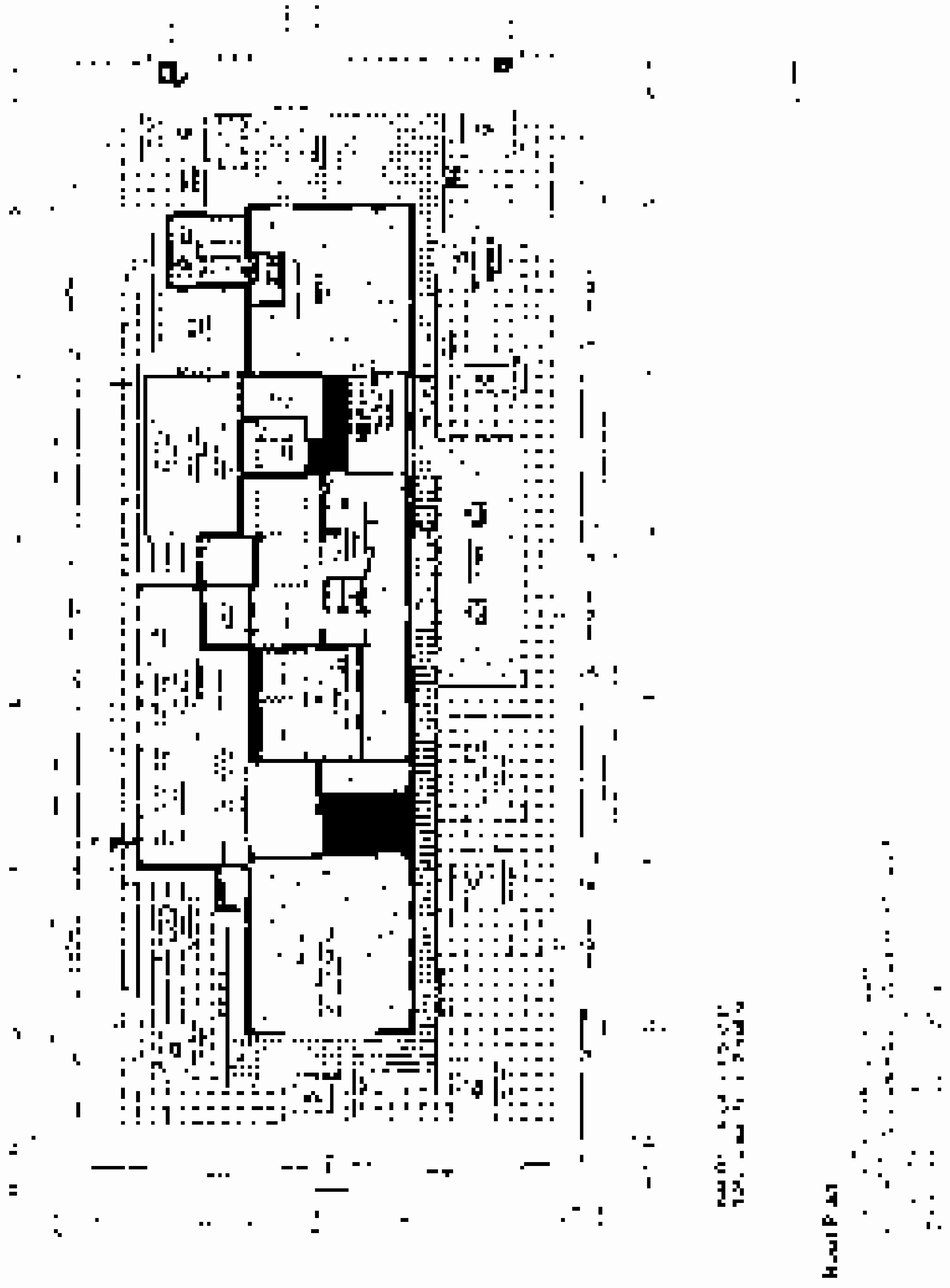
Site PD Boundary and Property Line

Applicant: [illegible] Development LLC
Address: 407-15 S. Dearborn St./35 W. Van Buren Street
Introduced: February 10, 2015
Plan Commission: July 16, 2015

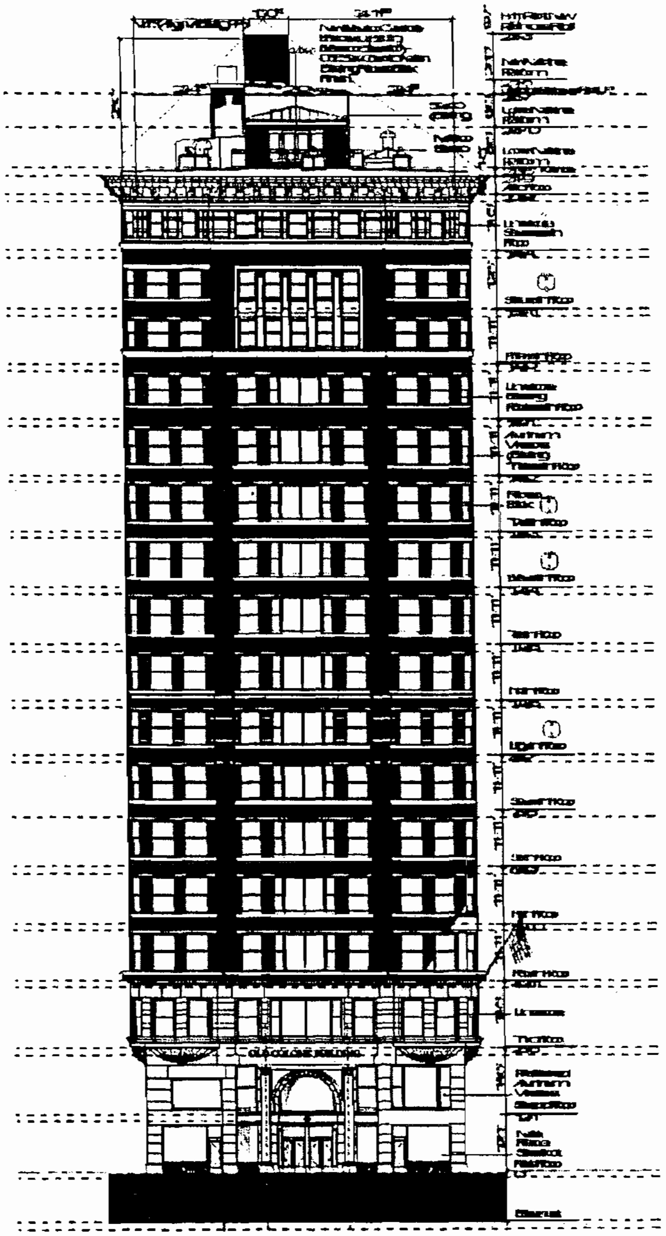

South Plymouth Court
West Van Buren Street
South Dearborn Street

Site Plan.

Roof Plan



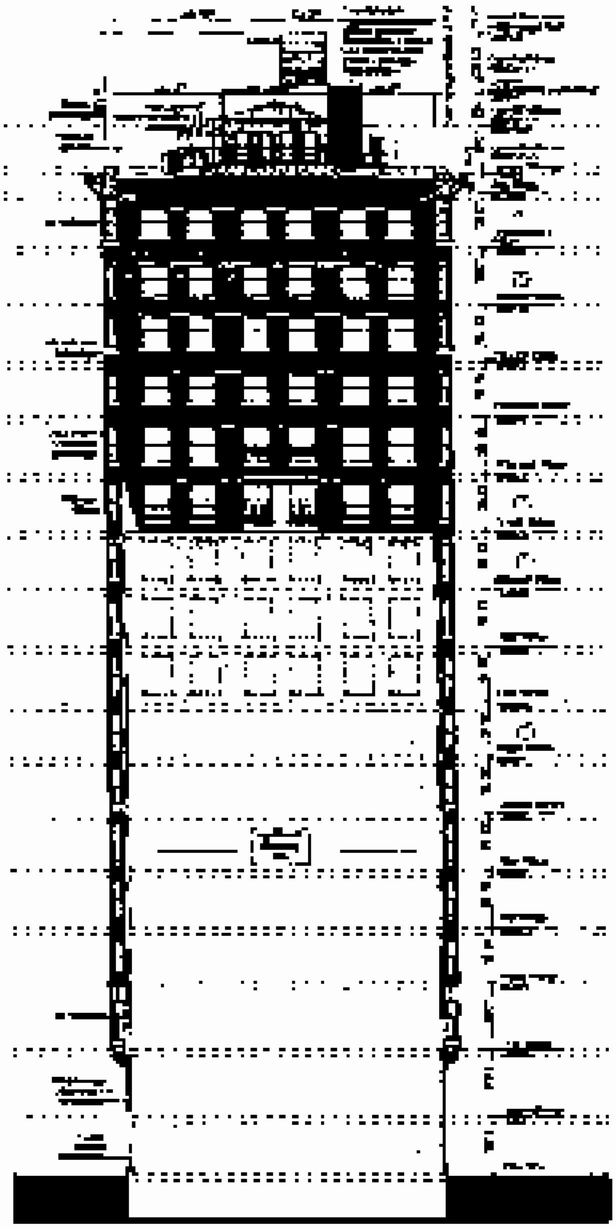
North Elevation.



Proposed North Elevation

Applicant: MCJ Development LLC
Address: 407-15 S. Dearborn/35-39 W. Van Buren
Introduced: February 13, 2013
Plan Commission: July 18, 2013

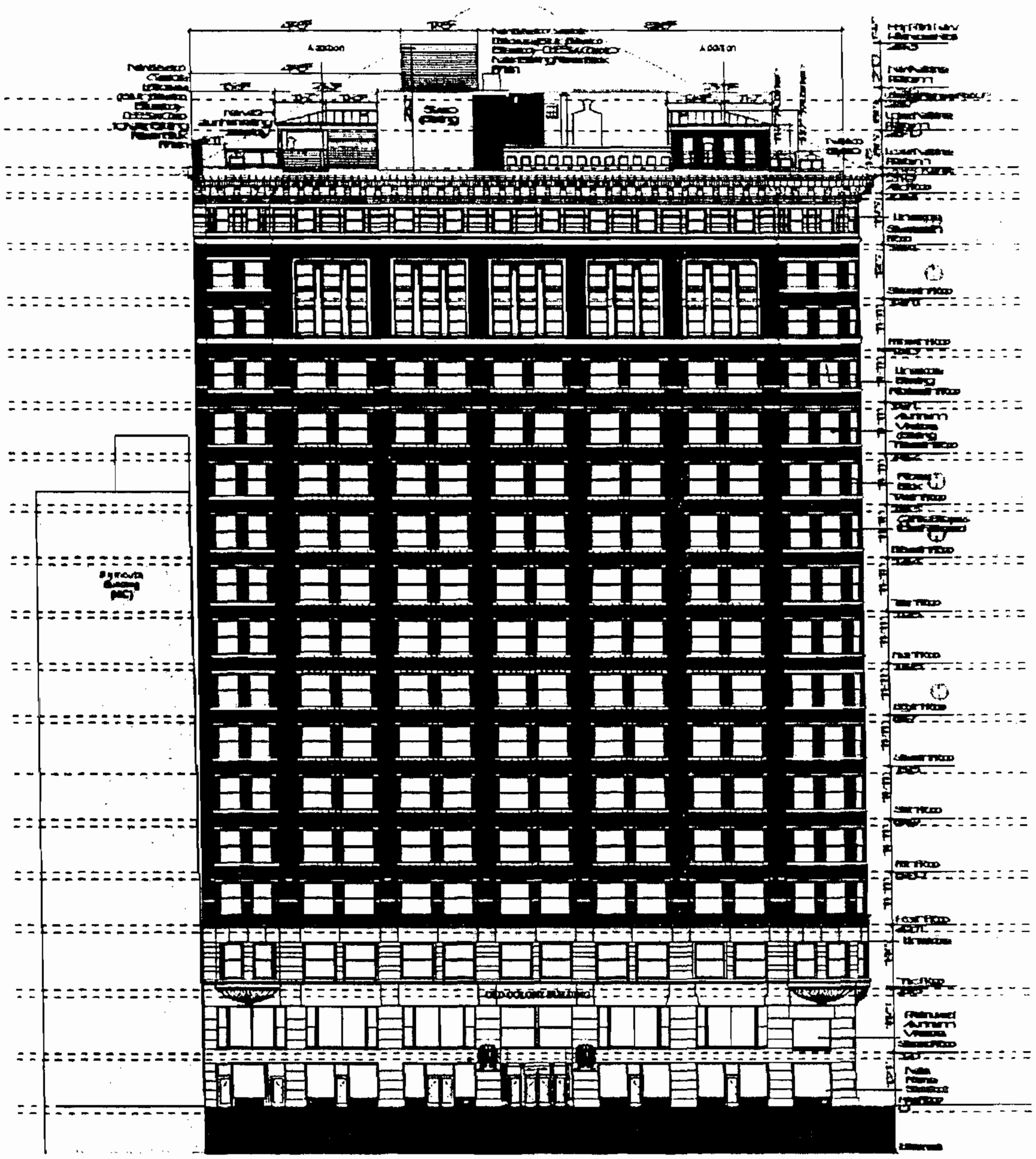
South Elevation



Proposed South Elevation

Applicant: MCZ Development LLC
Address: 407-15 S. Dearborn/35-39 W. Van Buren
Introduced: February 13, 2013
Plan Commission: July 18, 2013

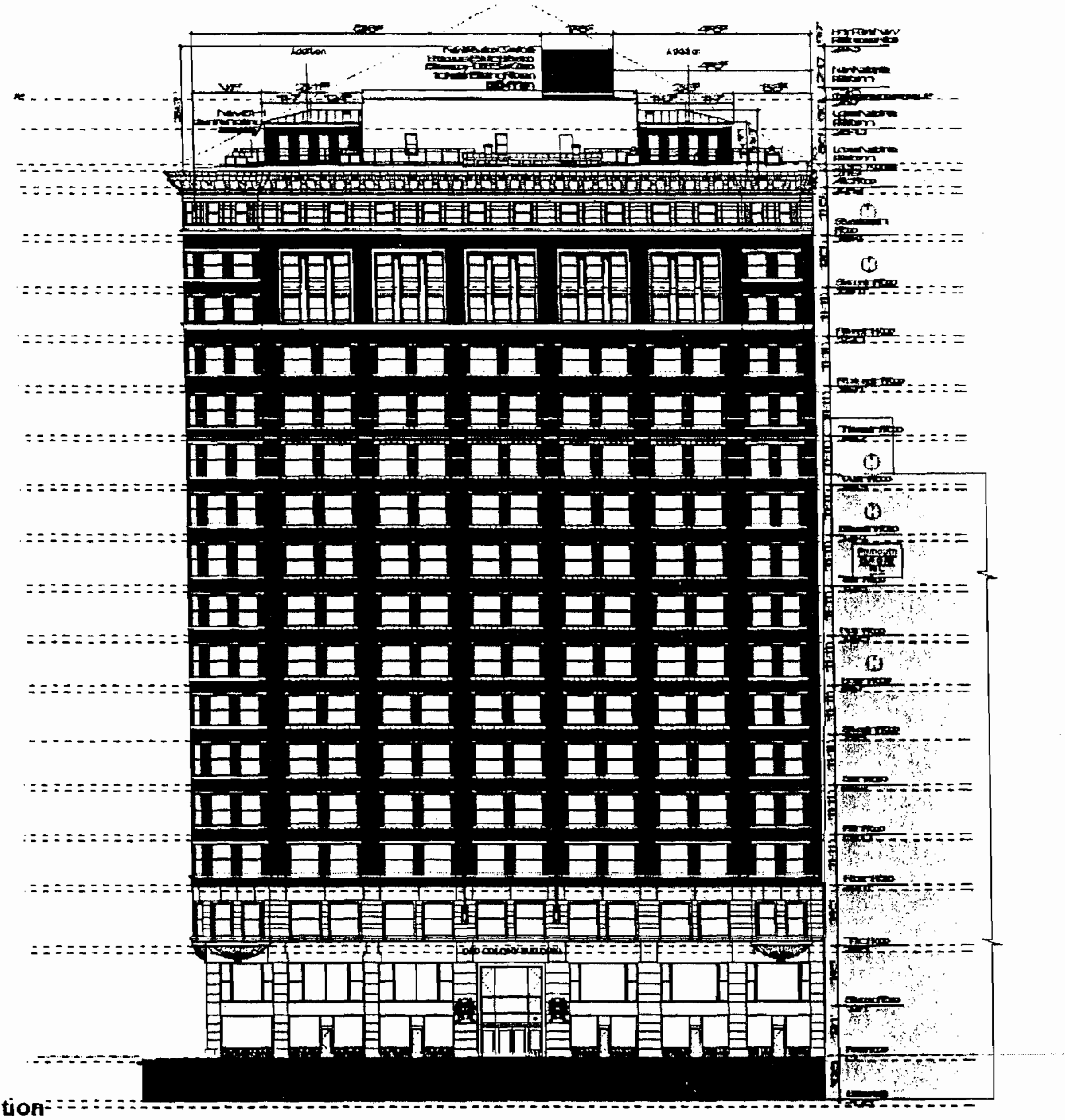
East Elevations.



Proposed East Elevation

Applicant: MCJ Development LLC
Address: 407-15 S. Dearborn/35-39 W. Van Buren
Introduced: February 13, 2013
Plan Commission: July 18, 2013

West Elevation.



Proposed West Elevation

Applicant: MCJ Development LLC

Address: 407-15 S. Dearborn/35-39 W. Van Buren

Introduced: February 13, 2013

Plan Commission: July 18, 2013

Reclassification Of Areas Shown On Map No 2-F.

(As Amended)

(Application No. 17308)

(Common Address: 324 -- 514 W. Harrison St., 522 -- 530 W. Harrison St., 511 -- 537 S. Clinton St., 401 -- 439 W. Van Buren St., 508 -- 534 S. Canal St., 401 -- 535 S. Canal St. And 700 -- 750 S. Wells St.)

[SO2011-6329]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Waterway Business Residential Planned Development Number 1065, Residential Planned Development 1163, DX-12 Downtown Mixed-Use District and DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-F in the area bounded by:

> West Van Buren Street; the south branch of the Chicago River; West Harrison Street; a line 160.1 feet east of and parallel to South Clinton Street; a line 60 feet north of and parallel to West Harrison Street; a line 98.95 feet east of and parallel to South Clinton Street; West Harrison Street; South Clinton Street; West Congress Parkway; and South Canal Street,

to those of a DX-12 Downtown Mixed-Use District which is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-12 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-F in the area bounded by:

> West Van Buren Street; the south branch of the Chicago River; West Harrison Street; a line 160.1 feet east of and parallel to South Clinton Street; a line 60 feet north of and parallel to West Harrison Street; a line 98.95 feet east of and parallel to South Clinton Street; West Harrison Street; South Clinton Street; West Congress Parkway; and South Canal Street,

to those of Waterway Business-Residential Planned Development Number 1065, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the attached Plan of Development, which is made a part of this ordinance.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Plan Of Development Statements.

Planned Development No. 1065, As Amended.

1. The area delineated herein as Planned Development Number 1065, as amended ("Planned Development") consists of approximately 548,752 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the applicant, International Property Developers North America, Inc.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

3. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II Approval, the submitted plans must be approved by the Department of Transportation and the existing No-Build Restriction Ordinance (passed by the Chicago City Council January 21, 1931, and recorded as Document 15943542 with the Cook County Recorder of Deeds) must be rescinded, to the extent this proposed development conflicts with parameters of this No-Build Restriction Ordinance.

   All applicable National Railroad Passenger Corporation ("Amtrak"), Chicago Union Station Company ("CUSC") and Commuter Rail Board ("Metra") reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees prior to the issuance of any Part II Approvals for only Phase IB of this proposed development, per Statement 9 of this Planned Development ordinance. Any development support infrastructure associated with the Planned Development, may require a separate submittal to, and review by, Amtrak, the CUSC or Metra on behalf of the applicant or its successors, assigns or grantees and any associated approvals shall be in compliance with the Planned Development.

The construction and delivery of: 1) an elevator shaft, reaching a depth of 18.378 feet below grade, in the area indicated on the attached Overall Site Plan; 2) the associated elevator to be used within said shaft; and, 3) the appropriate space for a doorway to be established within the elevator lobby in the area indicated on the attached Overall Site Plan, will be provided by the applicant, subject to review by the Chicago Transit Authority ("CTA") and must be designed in accordance with requirements as determined by the CTA and in compliance with the Municipal Code of Chicago. All applicable CTA reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees prior to the issuance of any Part II Approvals for only Phase ID of this proposed development, per Statement 9 of this Planned Development ordinance. Any public transit access infrastructure associated with the Planned Development, may require a separate submittal to, and review by, the CTA on behalf of the applicant or its successors, assigns or grantees and any associated approvals shall be in compliance with the Planned Development. These elevator shaft, elevator and doorway space improvements will exclusively serve the applicant's below grade parking structure and Indoor Through Block Connection, as detailed in the attached Overall Site Plan, Indoor Through Block Connection Downtown Floor Area Bonus Plan and Underground Parking Downtown Floor Area Bonus Plan, until such time that the CTA is prepared to provide the necessary infrastructure improvements to connect said elevator shaft, elevator and doorway space to the Clinton Street Blue Line Station. The funding, design and provision of the elevator shaft, elevator and doorway space improvements detailed in this statement 14 will be the sole responsibility of the applicant.

All applicable Illinois Department of Transportation ("IDOT") reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees prior to the issuance of any Part II Approvals for only Phase IB of this proposed development, per Statement 9 of this Planned Development ordinance. Any improvements associated with this Planned Development which impact IDOT-controlled real estate, infrastructure or other related interests, may require a separate submittal to, and review and approval by, IDOT on behalf of the applicant or its successors, assigns or grantees and any associated approvals shall be in compliance with the Planned Development.

4. This plan of development consists of 18 statements and the following exhibits: Bulk Regulations Table; Subarea Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Existing Zoning Map; Public Right-of-Way Adjustment Map; Overall Site Plan; Subarea I Site Plan; Subarea II Site Plan; Subarea III Site Plan; Overall Landscape Plan; Subarea I Landscape Plan; Subarea II Landscape Plan; Subarea III Landscape Plan; Roof Plan and Green Roof Plan; maps specific to Phase I (Second Floor Plan, Third Floor Plan, Fourth/Fifth Floor Plan, Sixth/Seventh Floor Plan, Eight/Ninth Floor Plan, Post Office Residential Layout Plan, Typical

Subarea II Tower Floor Plan, P1/P2 Floor Plan, P3 Floor Plan, P4 Floor Plan, Longitudinal Building Section, Transverse Building Section, South Elevation, East Elevation, North Elevation and West Elevation); Downtown Floor Area Bonus Plans (Public Plazas and Pocket Parks, Chicago Riverwalk Improvements, Winter Gardens, Outdoor Through-Block Connection, Indoor Through-Block Connection, Water Features in Public Open Spaces, Sidewalk Widening, Underground Parking Subarea II and Underground Parking Subarea III); Bonus Worksheet; Subarea I Interim Parking Plan; Subarea II Interim Parking Plan; Subarea III Interim Parking Plan; and, Area Infrastructure Improvements prepared by Antunovich Associates and dated July 18, 2013, submitted herein. Full-sized copies of the Site Plans, Landscape Plans and Building Elevations are on file with the Department of Housing and Economic Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of the Planned Development Ordinance and the Zoning Ordinance, the Planned Development Ordinance shall control.

5. The following uses are allowed in the area delineated herein as the Planned Development: elderly housing; multi-unit residential; assisted living (elderly custodial care); nursing home (skilled nursing care); eating and drinking establishments (all, including taverns); entertainment and spectator sports (all allowed or permitted); food and beverage retail sales (including liquor store package goods and liquor sales as accessory use); hotel; office; retail sales (general); sports and recreation, participant (all allowed or permitted); wireless communications facilities; accessory and non-accessory parking; and, accessory and related uses.

The maximum number of residential units allowed in the Planned Development will be 6,769. Of that, a maximum of 2,155 residential units will be provided in the former Chicago Main Post Office; a maximum of 1,000 residential units will be provided in the Phase I North Tower; a maximum of 2,754 units will be provided in the Phase II South Tower; and, a maximum of 860 units will be provided in the Phase III West Tower.

The maximum number of hotel rooms allowed in the Planned Development will be 1,240. Of that, a maximum of 320 hotel rooms will be provided in the Phase I North Tower; a maximum of 600 hotel rooms will be provided in the Phase II South Tower; and, a maximum of 320 hotel rooms will be provided in the Phase III West Tower. Any quantity of hotel rooms provided within the former Chicago Main Post Office will be deducted from the overall maximum within this Planned Development of 1,240; thereby, directly reducing the maximum allowed quantity of hotel rooms available to be provided within the Phase I North Tower, Phase II South Tower or Phase III West Tower.

Development of both the Phase II South Tower and the Phase III West Tower will be subject to Site Plan Approval by the Zoning Administrator, following review and comment by the Department of Housing and Economic Development and Chicago Plan Commission, subject to Statement Number 13 of this Planned Development and

Sections 17-13-0610, 17-13-0611-A and 17-13-0800 of the Chicago Zoning Ordinance. Minimum on-site accessory parking and loading space requirements for all uses, in all phases, will be subject to the parameters of the DX-12 zoning district, as listed in Section 17-10-0208. In addition, all such uses may apply all applicable off-street accessory parking exemptions and reductions, as found in Sections 17-10-0102-B (1-3), 17-10-0102-C and 17-10-0102-D. Minimum on-site accessory parking and loading space requirements for a certain phase (or for certain phases) may be satisfied through the provision of such space (or spaces) in another certain phase (or in other certain phases) of the Planned Development. Interim surface and structured accessory and non-accessory parking spaces may be provided in the Planned Development, provided such spaces meet the requirements of the Landscape Ordinance.

6. On-Premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Housing and Economic Development. Off-Premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 548,752 square feet of property and a base FAR of 12.0. The improvements to be constructed on the Property will utilize the following series of FAR bonuses:

Description (list of all bonuses applied for and calculations)	FAR
Base FAR:	12.00
Affordable Housing:	2.05
Public Plazas and Pocket Parks:	0.09
Chicago Riverwalk Improvements:	0.06
Winter Gardens:	0.32
Outdoor Through-Block Connection:	0.30
Indoor Through-Block Connection:	0.77
Water Features in Public Open Spaces:	0.80

Sidewalk Widening	0.25
Underground Parking	1.59
Total Bonus FAR	6.20
Total FAR	18.20

Pursuant to Section 17-4-1003-B, the Zoning Administrator may review and approve modifications to the aforementioned Floor Area Ratio Bonuses made necessary due to unique circumstances that may arise throughout the provision of the project contemplated in this Planned Development Ordinance, provided the public benefit associated with the modifications is equal to or of greater value than the public benefit contained in this Planned Development Ordinance.

Pursuant to Section 17-4-1004-B of the Zoning Ordinance, the applicant has requested affordable housing bonus floor area ("Bonus FAR") for the North and South Towers in Subarea 2 and the West Tower in Subarea 3 (each, an "Eligible Building") as set forth in the bonus worksheet attached hereto (the "Bonus Worksheet"). In accordance with the formulas set forth in Section 17-4-1004-C and the Bonus Worksheet, the applicant acknowledges and agrees that, in exchange for the Bonus FAR, it must either: (i) provide a minimum of 251,205 square feet in the Eligible Buildings for affordable housing ("Affordable Floor Area"); or (ii) make a cash payment in lieu of providing the Affordable Floor Area in the amount of $29,096,581; or (iii) any combination of (i) and (ii); provided, however, the applicant shall provide a minimum of 10 percent of the required Affordable Floor Area in accordance with the chart below.

The applicant shall distribute the Affordable Floor Area among the Eligible Buildings proportionately based on the amount of Bonus FAR each building receives compared to the overall Bonus FAR in the Planned Development, as set forth in the chart below. If the applicant elects to make a cash payment in lieu of providing any Affordable Floor Area, such payment shall be determined by multiplying $29,096,581 by a fraction, the numerator of which shall be the amount of undeveloped Affordable Floor Area and the denominator of which shall be 251,205 square feet (the "Pro Rata Cash Contribution").

	Subarea 2		Subarea 3	Total
	North Tower	South Tower	West Tower	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]

Prior to the issuance of a building permit (including, without limitation, an excavation or foundation permit) for any Eligible Building, the applicant must make the required Pro Rata Cash Contribution for any undeveloped Affordable Floor Area (if any) and/or provide a performance bond or other security in an amount equal to the Pro Rata Cash Contribution for each affordable unit to be developed ensuring construction of such affordable units in accordance with Section 17-4-1004-E6. The applicant must also enter into an Affordable Housing Agreement with the City pursuant to Section 17-4-1004-E9 prior to the issuance of any building permits for the Eligible Building. The terms of the Affordable Housing Agreement and any amendments thereto are incorporated herein by this reference. The applicant acknowledges and agrees that the Affordable Housing Agreement will be recorded against the Eligible Building and will constitute a lien against each affordable unit in an amount equal to the Pro Rata Cash Contribution for such unit. The City shall execute partial releases of the Affordable Housing Agreement prior to or at the time of the sale of each affordable unit to an income-eligible buyer at an affordable price, subject to the simultaneous execution and recording of a mortgage, restrictive covenant or similar instrument against such affordable unit. In addition to the Affordable Housing Agreement, the applicant acknowledges and agrees that, pursuant to Section 17-4-1003-D3, the Bonus Worksheet (as updated in accordance with this Statement) will serve as an official record of bonuses and amenities. The applicant must comply with the applicable affordable housing standards and requirements set forth in Section 17-4-1004, the terms of which are incorporated herein by this reference. Notwithstanding anything to the contrary contained in Section 17-4-1003-E, the Commissioner of the Department of Housing and Economic Development, or any successor department thereto, may enforce remedies for breach of the Affordable Housing Agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development. In addition, notwithstanding anything to the contrary contained in Section 17-4-1003-E, if the applicant subsequently reduces the size of any Eligible Building (resulting in a corresponding reduction in Bonus FAR), the Department may adjust the requirements of this Statement 8 (i.e., required Affordable Floor Area and/or in lieu cash payment) accordingly without amending the Planned Development; provided, however, the applicant must provide the minimum amount of Affordable Floor Area as set forth in the chart above. In order for any such changes to be effective, the applicant shall update and resubmit the Bonus Worksheet to the Department for review and approval.

Notwithstanding anything to the contrary contained herein, and although the applicant is not requesting Bonus FAR in connection with the existing Old Post Office in Subarea 1 (and such building is not otherwise subject to an affordable housing requirement under the Municipal Code), the applicant may elect to provide Affordable Floor Area in the existing Old Post Office as a component of the residential units constructed therein and may apply such Affordable Floor Area towards satisfying the amount of Affordable Floor Area required hereunder. Any affordable units provided in the Old Post Office pursuant to this paragraph must comply with all standards and requirements applicable to the affordable units in the Eligible Buildings, including, without limitation, the Design Guidelines set forth in Section 17-4-1004-E8.

9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Housing and Economic Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.

11. The applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.

12. The applicant acknowledges the importance of the Chicago River as a resource for both commerce and recreation and also acknowledges the City's goals of improving the appearance, quality and accessibility of the river, as contained in the waterway planned development guidelines contain in the Zoning Ordinance (Section 17-8-0912) and the Chicago River Corridor Design Guidelines and Standards. To further these goals, the applicant agrees to provide a landscaped river setback and continuous riverside trail as indicated on the Landscape Plan and River Walk Plan and Cross-Sections and permit connection of such setback and trail to the setback and trails of adjacent properties when the river edges of the adjacent properties are similarly improved. The applicant shall permit ungated public access to this aforementioned river setback and provide signage on the river walk that the river walk is open to the public during typical Chicago Park District hours. All improvements within the river setback must be substantially completed prior to receipt of Certificate of Occupancy for Phase IB of the Planned Development, provided that planting may be delayed, if consistent with good landscape practice, but not longer than one year following receipt of the Certificate of Occupancy. The applicant acknowledges that such request for any Phase IB Certificate of Occupancy must be made to the attention of, and approved by, the Commissioners of the Departments of Buildings, Housing and Economic Development and Transportation. The applicant also acknowledges the desirability of wildlife habitat and other natural features in or near the water's edge and shall work with the City and interested parties to provide such features to the extent practical. In particular, trees in the riverwalk area shall be primarily canopy (overstory) species planted in soil having sufficient depth, volume and permeable surface to promote robust growth.

13. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to this Statement 13 and Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the applicant, its successors and assigns and, if different than the applicant, the legal title holders and any ground lessors.

Prior to Part II Approval (per Section 17-13-0610) for the Phase II South Tower and the Phase III West Tower, the applicant shall submit, for Site Plan Approval (per Section 17-13-0800), the corresponding Bulk Table, Site Plan, Green Roof Plan, Tower Setbacks Plan and Building Elevations, for review and approval by the Department of Housing and Economic Development. Review and approval by the Department of Housing and Economic Development is intended to assure that specific development components substantially conform with the Planned Development and to assist the City in monitoring ongoing development. The applicant shall also submit a traffic study that contemplates the actual extent of the specific phase proposed for development and which details the anticipated vehicular and pedestrian impact of such project on both the subject site and area infrastructure. Review and approval of such traffic study by the Department of Transportation is intended to assure that the proposed development will not establish an improperly mitigated burden on the existing infrastructure. If any such modifications are needed, the study shall detail the specific improvements, to be fully funded by the applicant, which will provide for the necessary infrastructure upgrades.

In addition, the applicant shall coordinate with the Fire Department and the Mayor's Office for People with Disabilities for their respective reviews of the specific phase and such plans are also to be presented to the Chicago Plan Commission for review and comment. Only after all comments generated by such departmental and Plan Commission reviews have been addressed shall the Department of Housing and Economic Development consider granting Site Plan Approval. Following such Site Plan Approval by the Department of Housing and Economic Development, the supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the Planned Development.

All Site Plan Approval submittals shall, at a minimum, include the following information:

-- fully-dimensioned site plan (including a footprint of the proposed improvements);

-- fully-dimensioned building elevations;

-- fully-dimensioned tower setbacks;

-- fully-dimensioned green roof plan;

-- fully-dimensioned downtown floor area bonus plan (as applicable);

-- statistical information (bulk table) applicable to the specific phase, including floor area (both base and bonus FAR, as applicable), uses (and associated quantities of such) to be established, sustainable development amenities, parking projections, building heights and setbacks; and

-- traffic study detailing the anticipated vehicular and pedestrian impact.

All Site Plan Approval submittals shall include all other information deemed necessary to illustrate substantial conformance to the Planned Development. Changes or modifications to the Planned Development must be made pursuant to the provisions of this Statement 13 and Section 17-13-0611-A. In the event of any inconsistency between submitted plans and the terms of the Planned Development, the terms of the Planned Development shall govern.

14. Applicant commits to provide and fully-fund the Phase I, Phase II and Phase III infrastructure improvements, as detailed in the attached Area Infrastructure Improvements exhibit. The funding, design and provision of all infrastructure improvements detailed in the Area Infrastructure Improvements exhibit will be the responsibility of the applicant, will be subject to review and installation scheduling by the Department of Transportation and must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago.

15. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

16. The applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs, conserves energy and maximizes the preservation of natural resources. The Phase I former Chicago Main Post Office and North Tower, and the podiums of the Phase II South Tower and Phase III West Tower (to be constructed in Phase I), will have a green roof system covering a minimum of 205,000 square feet (representing the total of 50 percent of each structure's roof net site area); in addition, all four structures will be Leadership in Energy and Environmental Design (LEED) certified, meeting the guidelines of the Sustainable Policy of the Department of Housing and Economic Development. The Phase II South Tower and Phase III West Tower will be required to adhere to the Sustainable Policy of the Department of Housing and Economic Development, at such time that the applicant is ready to actively pursue such construction.

17. The improvements shall be designed, installed and maintained in substantial conformance with the Bulk Regulations and Data Table, the Site Plan, Landscape Plan and Building Elevations attached hereto. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in substantial conformance with the landscaping and parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines subject to the allowance for existing infrastructure. The applicant acknowledges that the Planned Development includes a building commonly known as the former Chicago Main Post Office and identified as potentially significant in the Chicago Historic Resources Survey. Pursuant

to the Zoning Ordinance, Section 17-8-0911 and Section 13-32-230 of the Municipal Code, the applicant acknowledges that planned developments should give priority to the adaptive reuse of historic buildings which have been designated as a "Chicago Landmark" or color-coded red or orange in the Chicago Historic Resources Survey. Therefore, the applicant agrees to retain, preserve and rehabilitate the character-defining features of the building as a condition of this Planned Development and consistent with the plans and drawings incorporated herein. The character-defining features are identified as the historic Van Buren Office lobby interior and the building's exterior elevations, except as modified or otherwise changed consistent with these plans and drawings, including the demolition of portions of the building depicted therein. A scope of work to rehabilitate the significant features shall be included as part of the Part II Submittal. In general, original features and materials of the character-defining features should be retained and preserved as much as reasonably possible, while any changes should be compatible with the building's historic character. Such work to the character-defining features shall be subject to the review and approval of the Department of Housing and Economic Development as a part of the Part II Review.

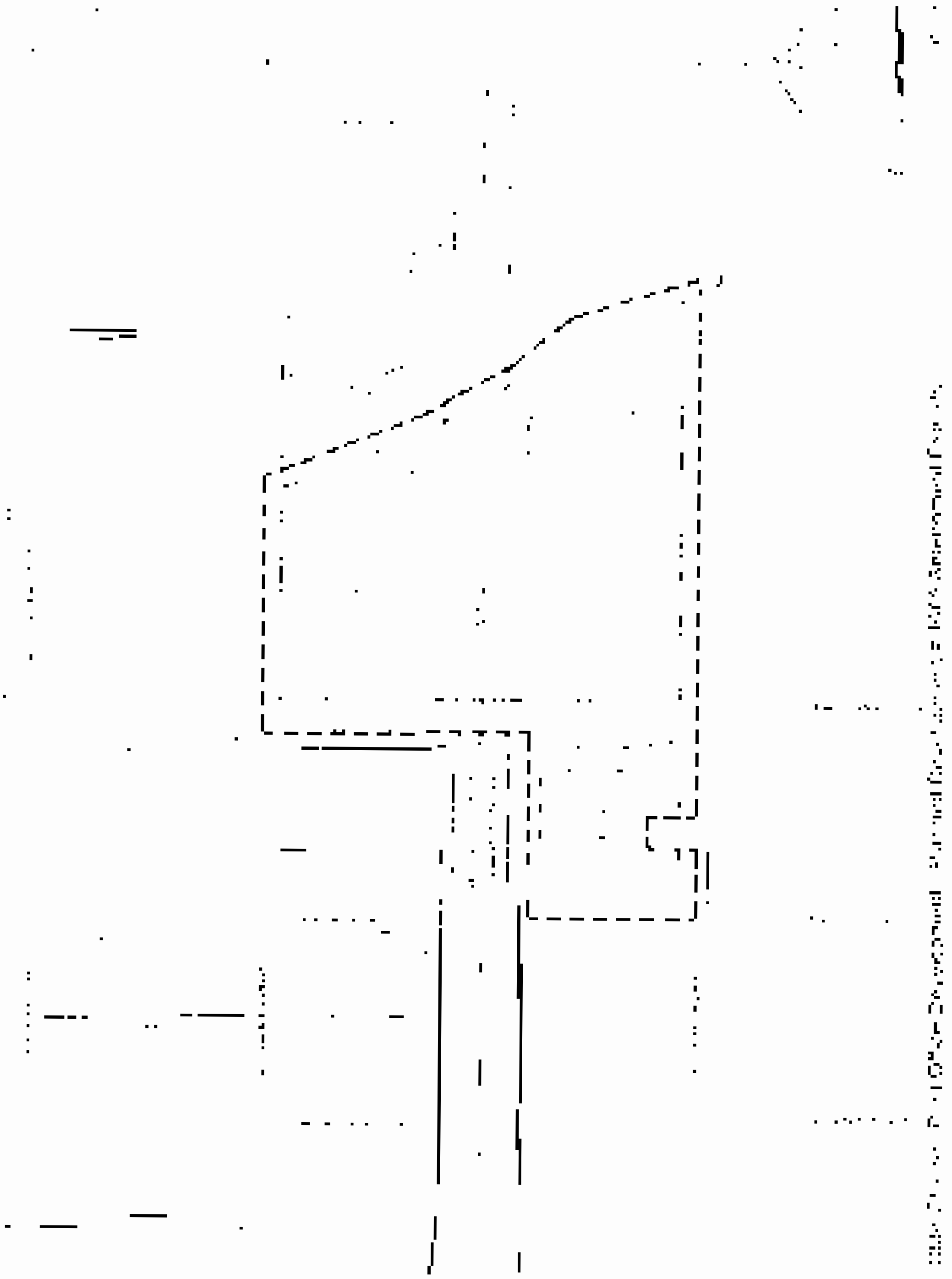
18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance; any such construction activity undertaken, and pursued with reasonable diligence, by the applicant pursuant to this section shall be deemed sufficient to vest the. zoning authority contained within this Planned Development ordinance, in its entirety, on this Property. Should this Planned Development Ordinance lapse, the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the property to Planned Development 1065 (dated December 14, 2012).

[Bulk Regulations and Data Table; Subarea Map; Boundary Map and Property Line Map; Existing Land-Use Map; Existing Zoning Map; Right-of-Way Adjustment Map; Overall Site Plan/Ground Floor Plan; Site/Ground Floor Plan -- Subareas 1, 2 and 3; Overall Landscape Plan; Landscape Plan Subareas 1, 2 and 3; Roof Plan and Green Roof Plan; Floor Plans; Residential Layouts; Longitudinal Building Section; Transverse Building Section; North, South, East and West Building Elevations; Public Parks and Plazas; Riverwalk Improvements; North Winter Garden; Outdoor and Indoor through Block Connections; Water Feature; Sidewalk Widening; Underground Parking -- Subareas 2 and 3; Affordable Housing Profile; Density Bonus Calculation Worksheets; Subarea 1, Subarea 2, Subarea 3 Interim Parking Plans; and Area Infrastructure Improvements referred to in these Plan of Development Statements printed on pages 58356 through 58404 of this *Journal*.]

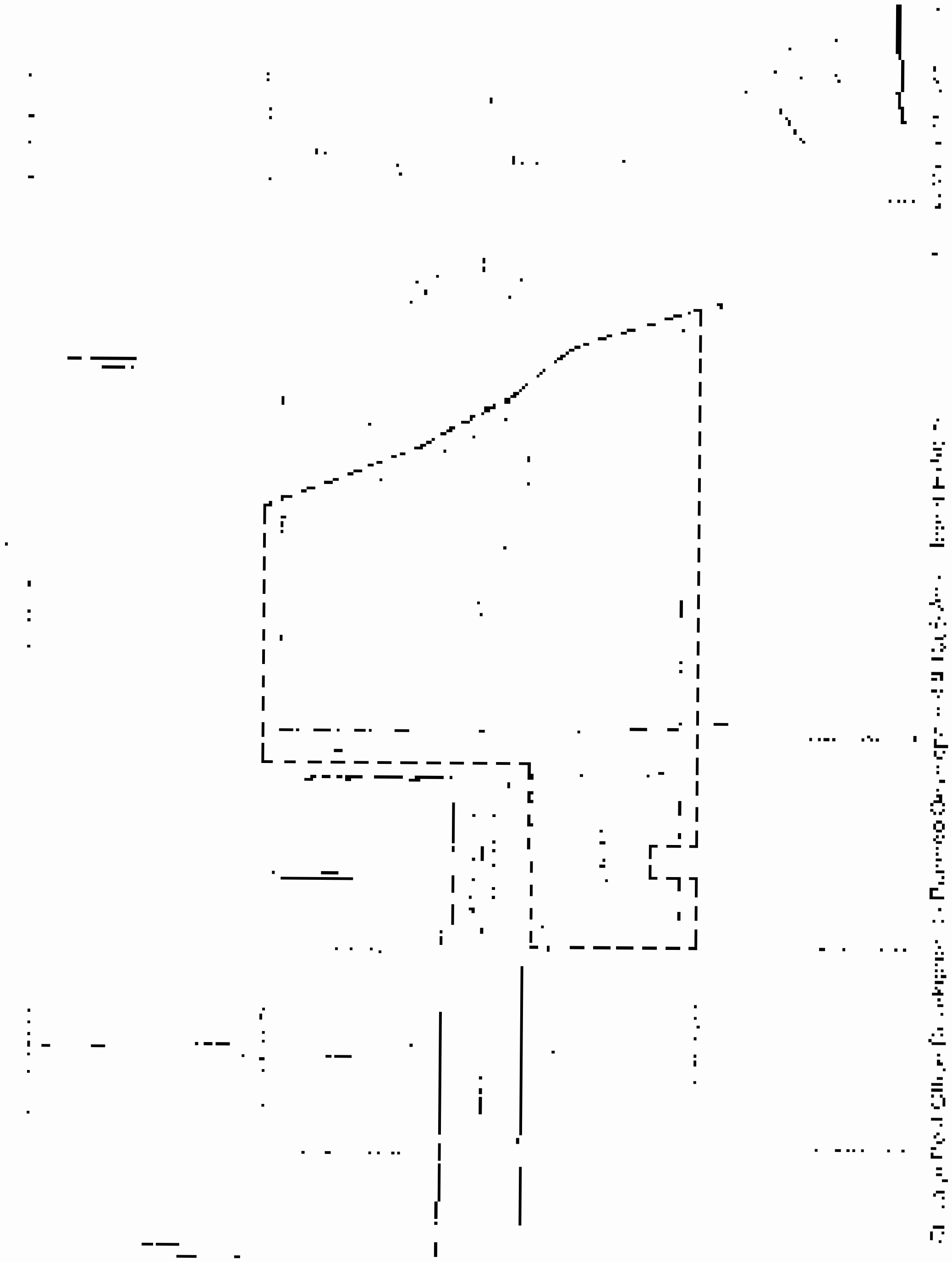
Bulk Regulations And Data Table

[illegible]

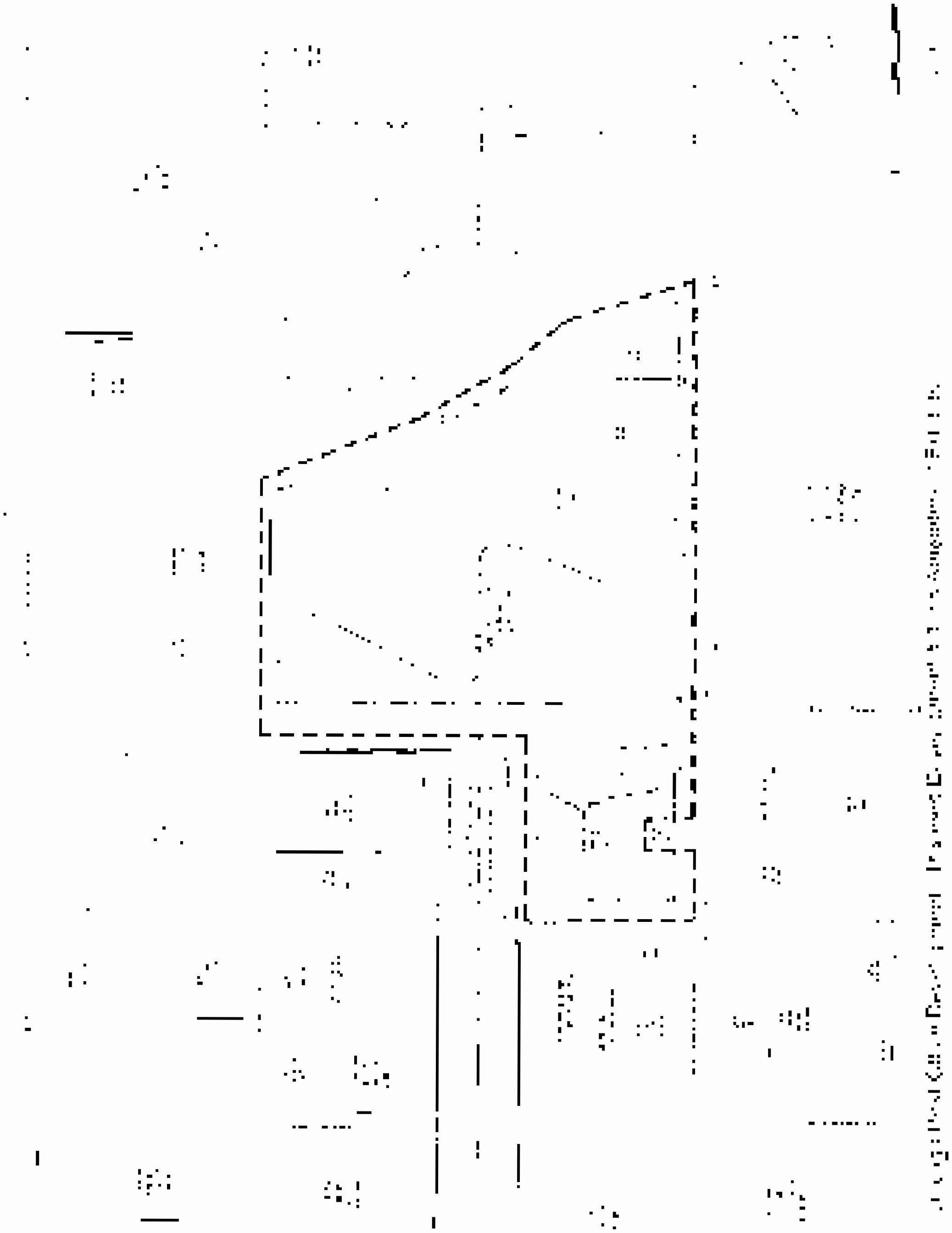
Subarea Map



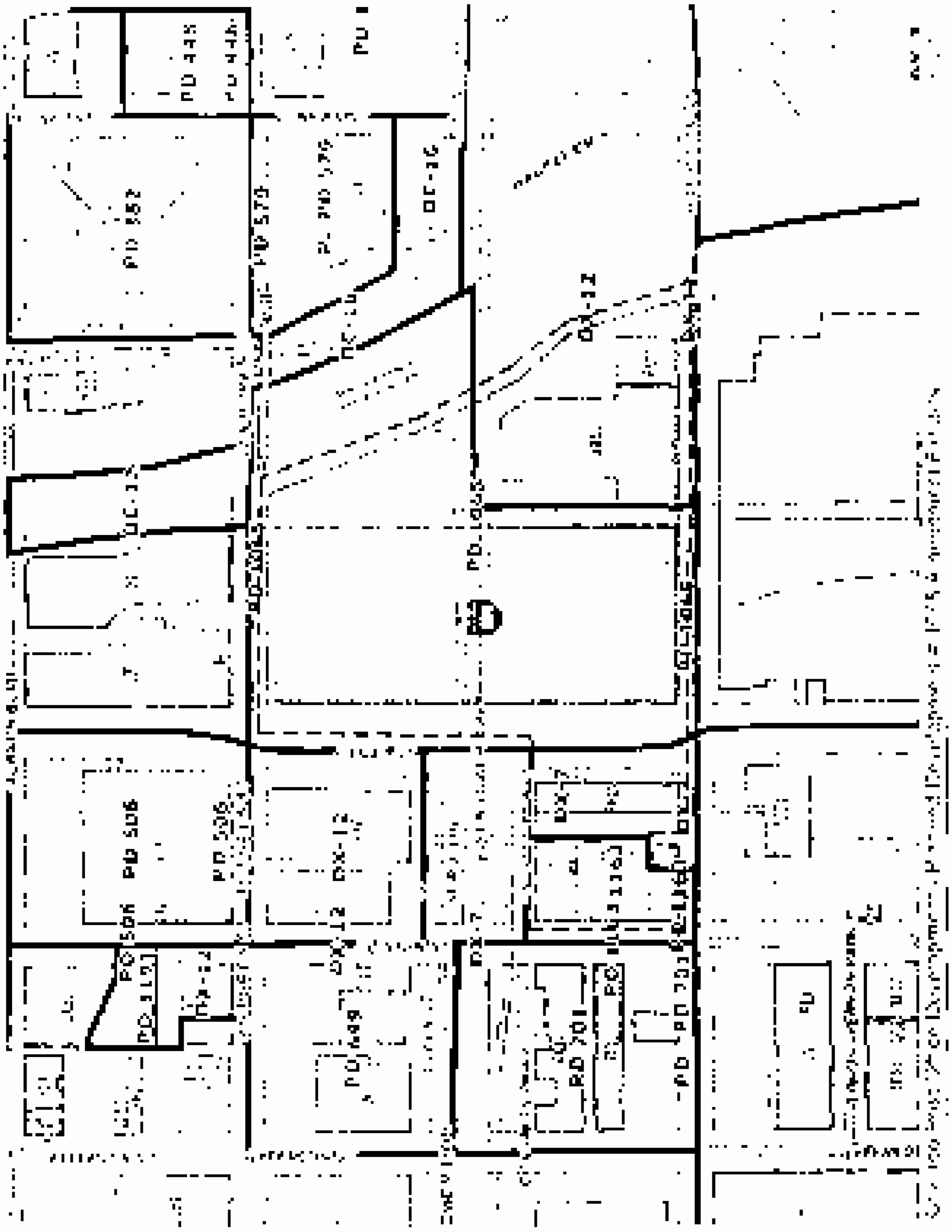
Boundary Map And Property Line Map



Existing Land-Use Map



Existing Zoning Map


PD 445
PD 445
PD 1
PD 382
PD 579
PD 579
DC-16
DC-16
DX-12
DC-12
PD 1065
PD 1065
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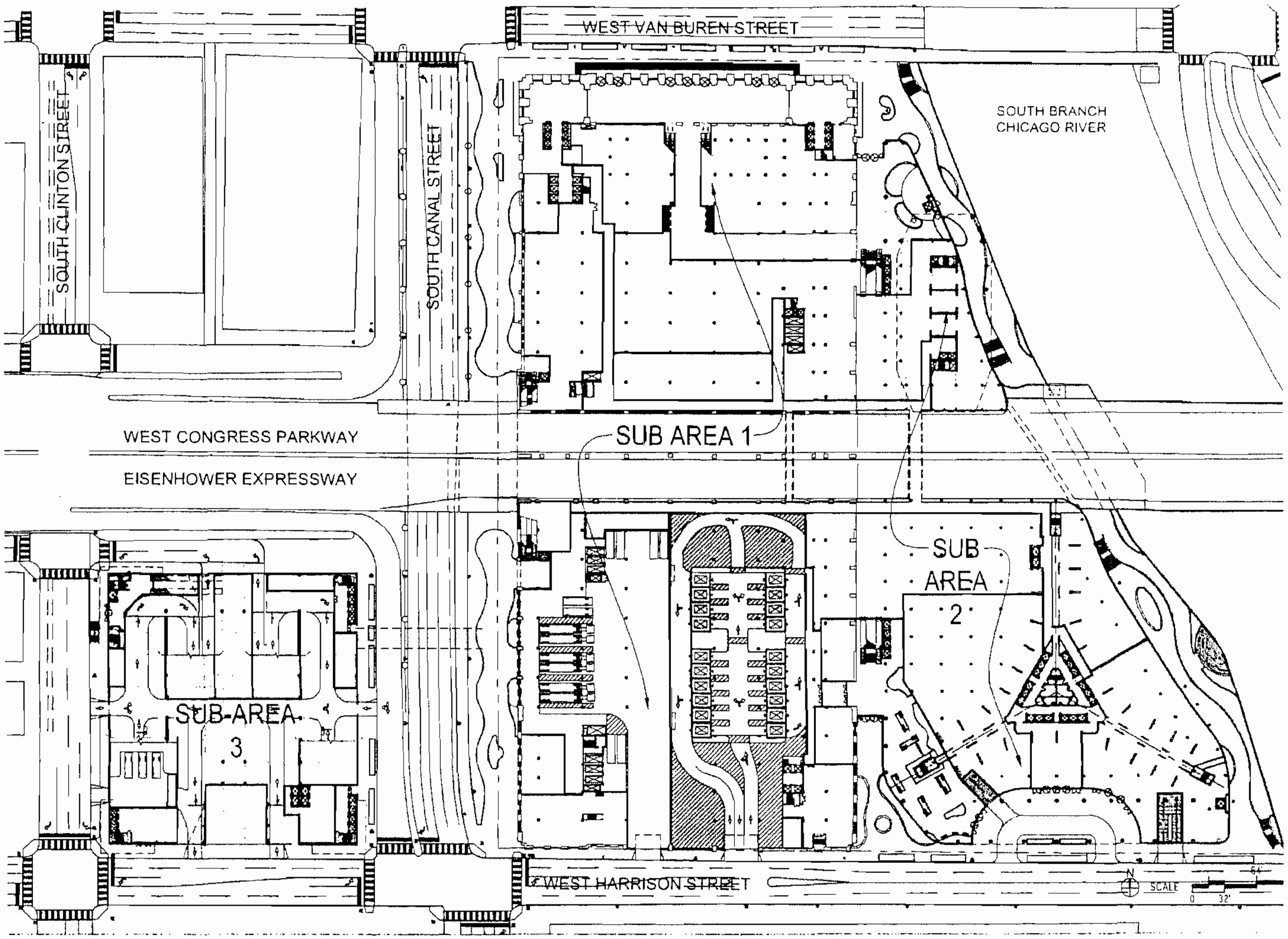
DX-12
PD 506
PD 506
PD 506
DX-12
DX-12
DX-7
DX-7
DX-7
PD 1163
PD 1163
PD 1151
DX-12
PD 649
PD 701
PD 701
PD 701
PD
PD
Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

Public Right-Of-Way Adjustment Map

Overall Site Plan/Ground Floor Plan.


WEST VAN BUREN STREET
SOUTH BRANCH CHICAGO RIVER
SOUTH CLINTON STREET
SOUTH CANAL STREET
WEST CONGRESS PARKWAY
SUB AREA 1
EISENHOWER EXPRESSWAY
SUB AREA 2
SUB-AREA 3
WEST HARRISON STREET
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SCALE
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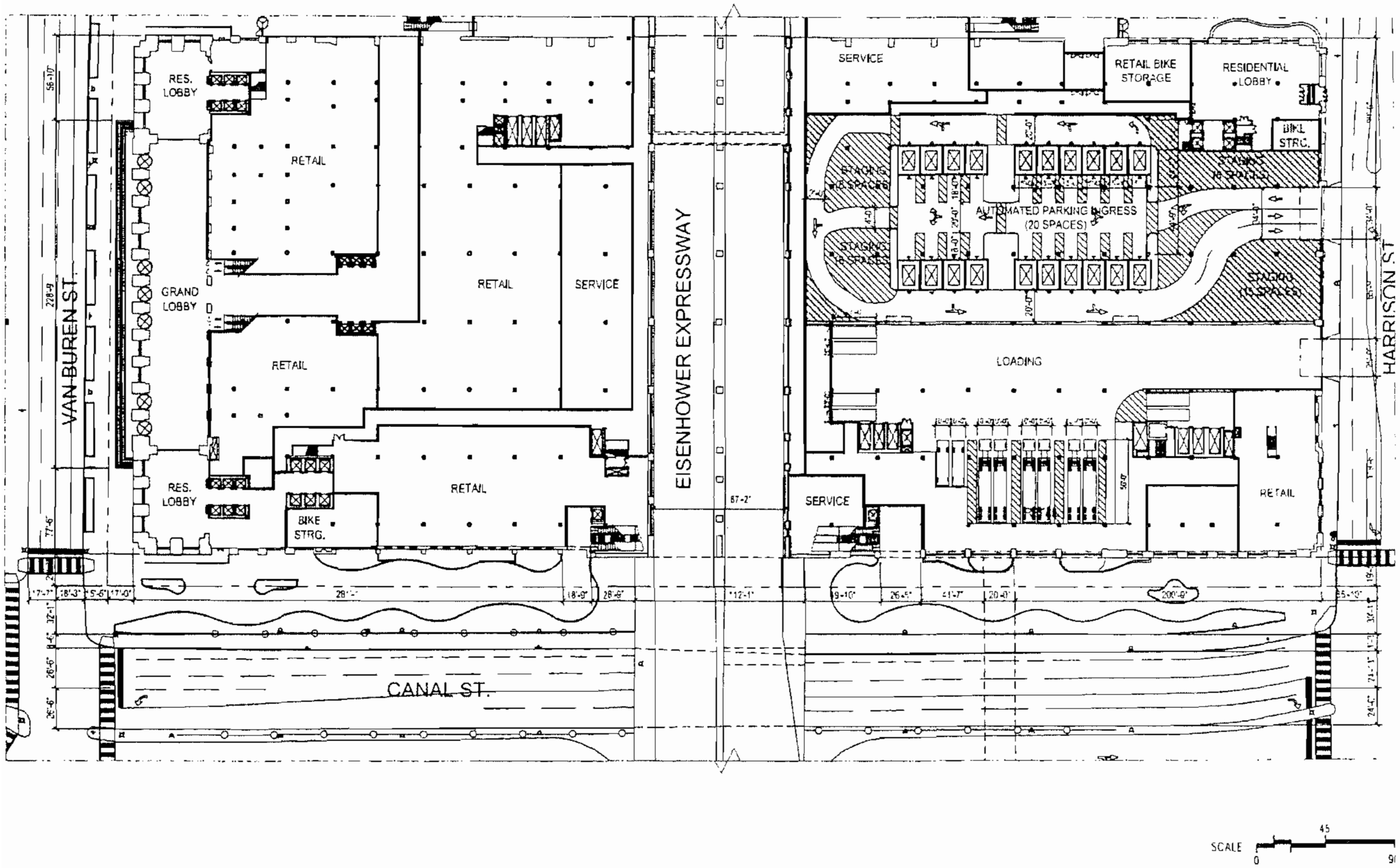
32'
64'

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

Overall Site Plan / Ground Flo

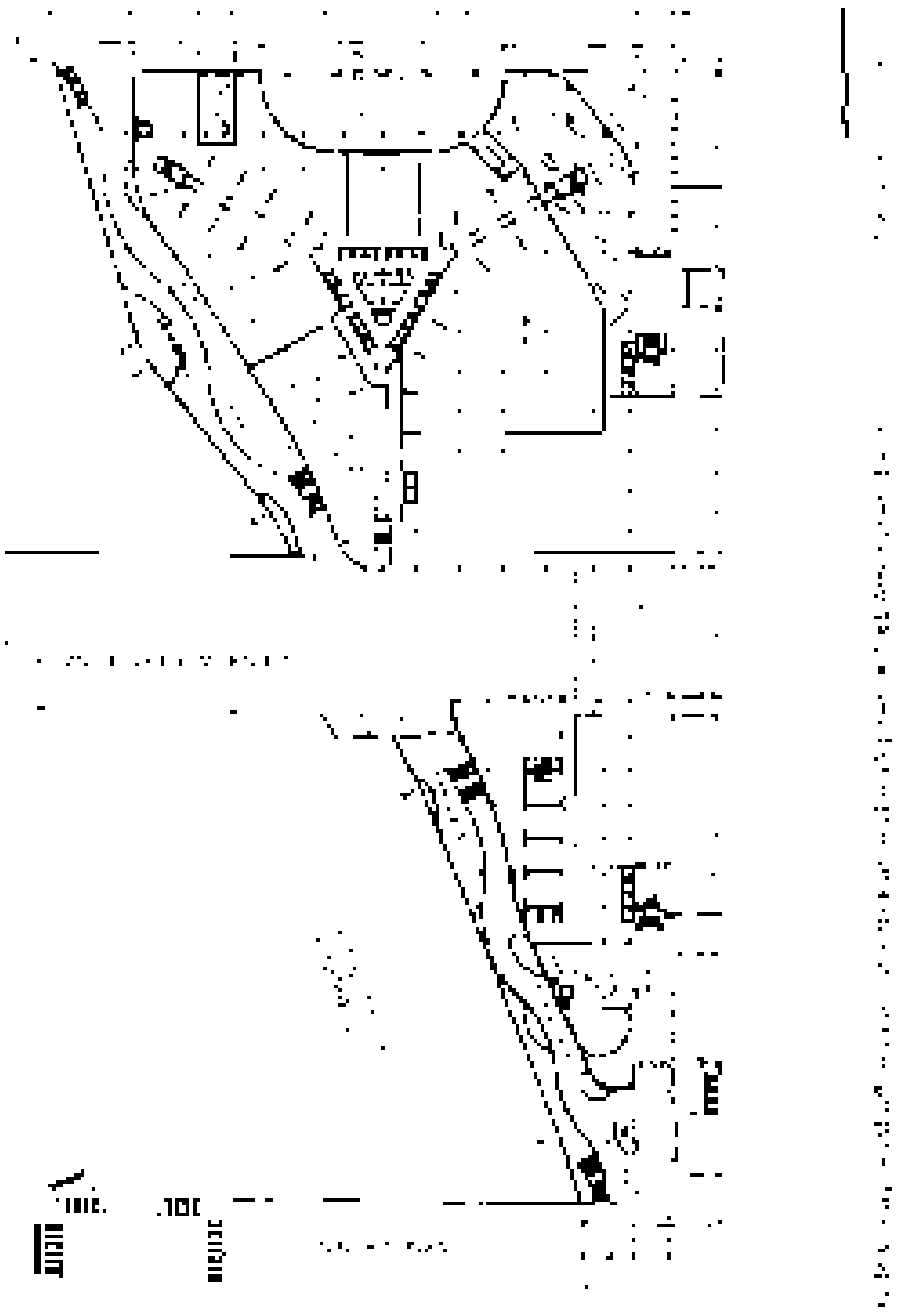
Site/Ground Floor Plan Subarea 1.


VAN BUREN ST.
RES. LOBBY
GRAND LOBBY
RES. LOBBY
RETAIL
RETAIL
RETAIL
SERVICE
RETAIL
BIKE STRG.
EISENHOWER EXPRESSWAY
CANAL ST.
SERVICE
RETAIL BIKE STORAGE
RESIDENTIAL LOBBY
BIKE STRG.
STAGING (8 SPACES)
STAGING (8 SPACES)
STAGING (8 SPACES)
AUTOMATED PARKING INGRESS (20 SPACES)
STAGING (15 SPACES)
LOADING
SERVICE
RETAIL
HARRISON ST.
SCALE
0
45
90

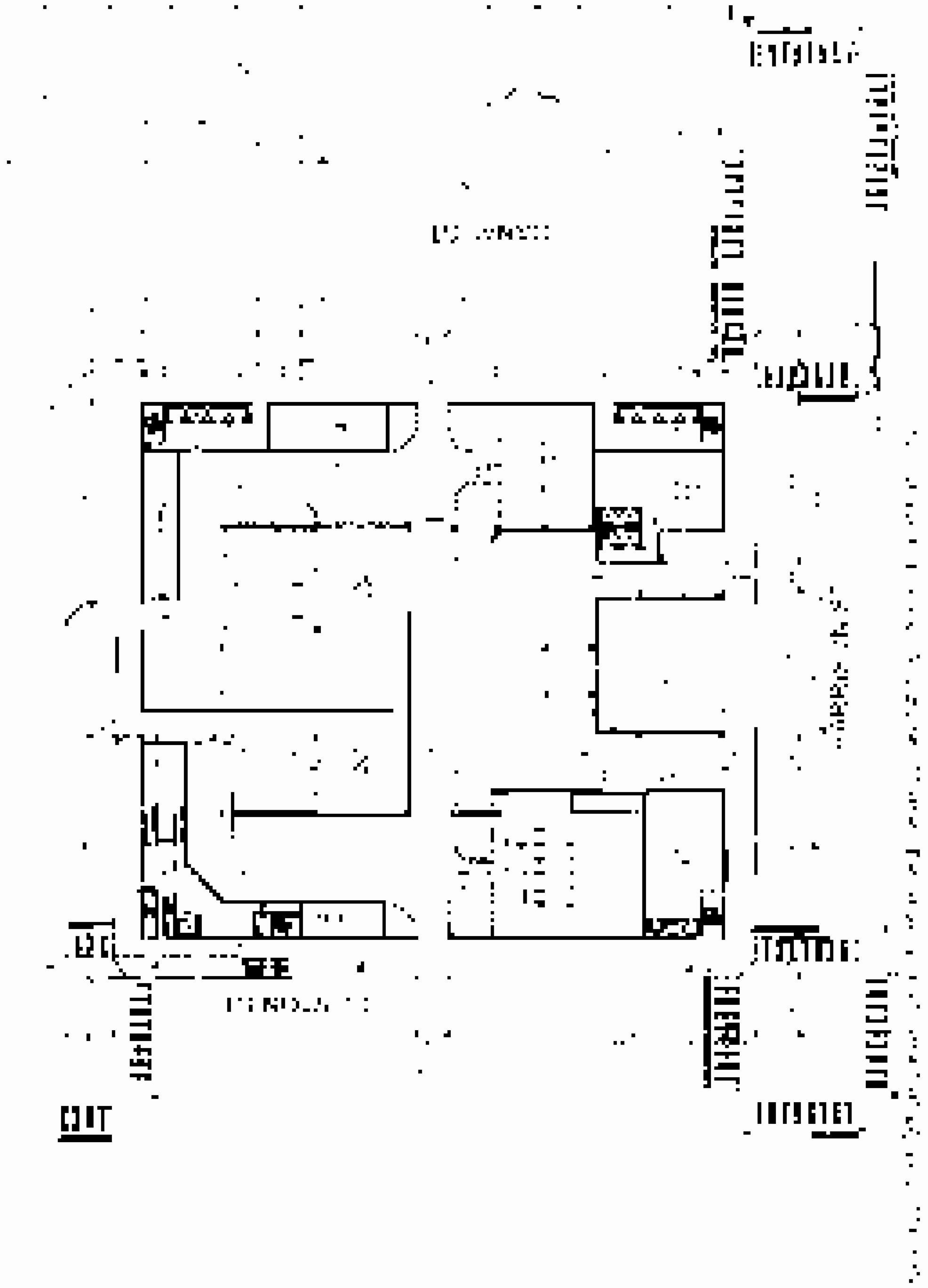
Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

Site / Ground Floor Plan - Sub-

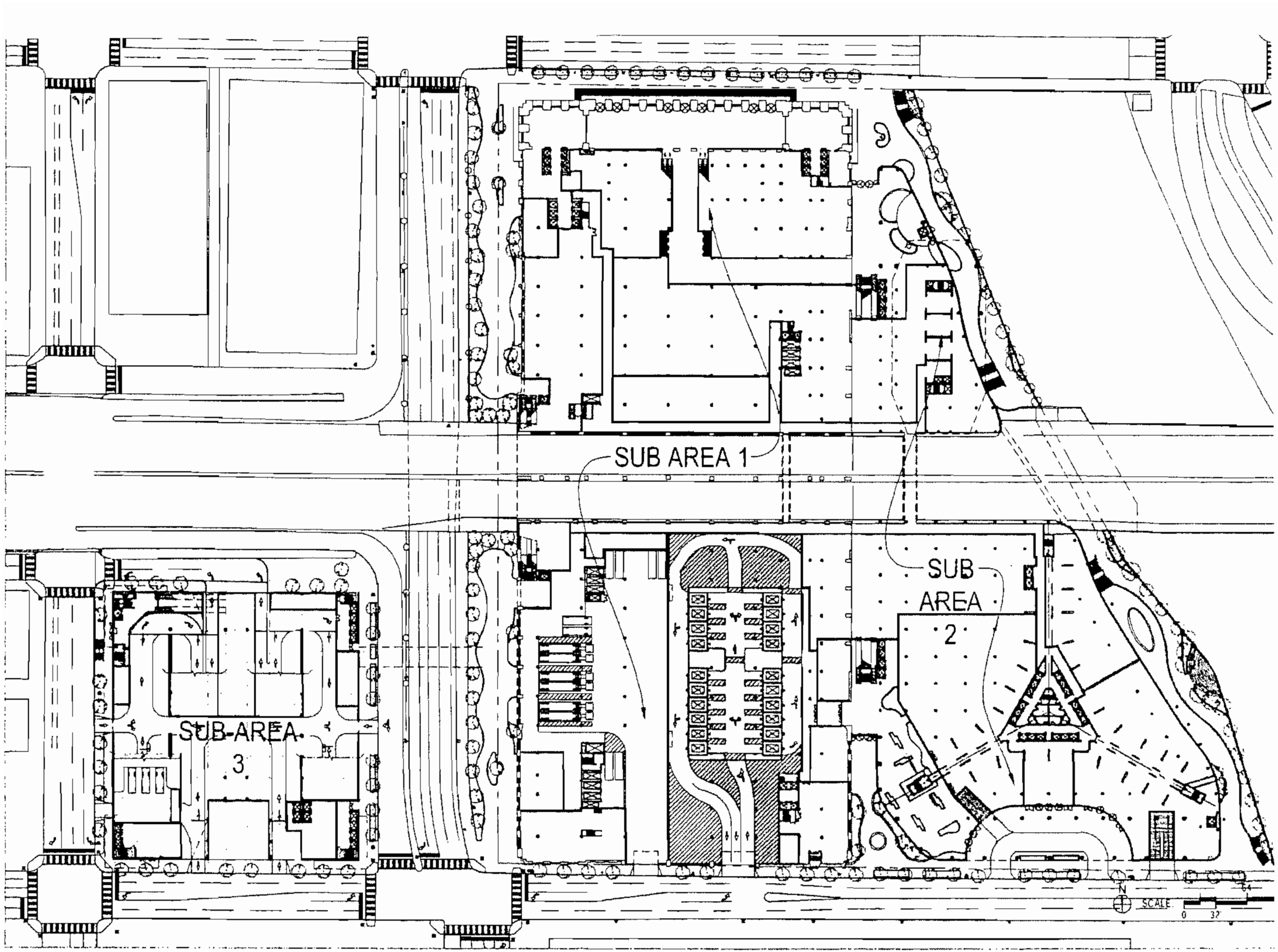
Site/Ground Floor Plan Subarea 2



Site Ground Floor Plan Scenario 2



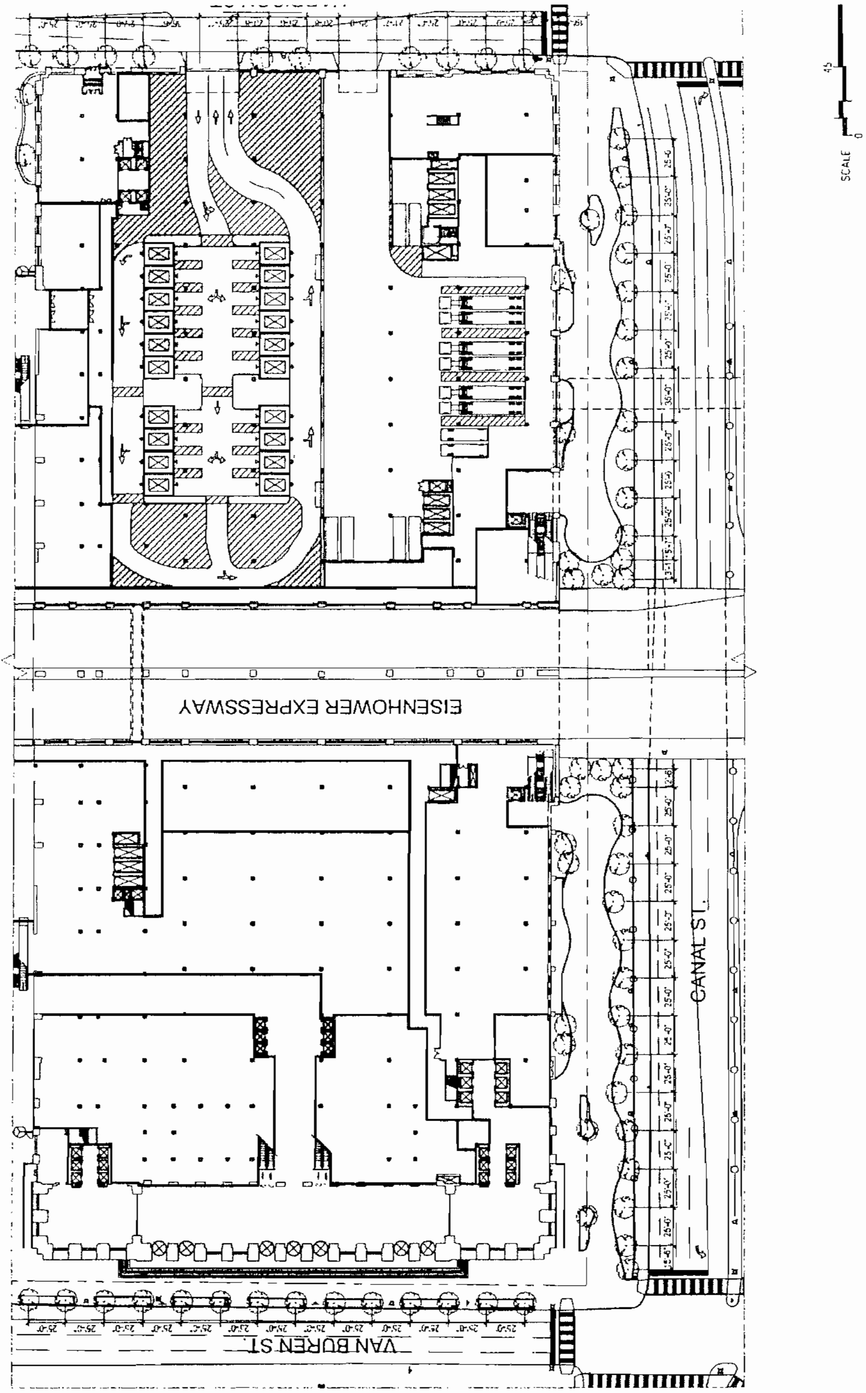
Overall Landscape Plan.


SUB AREA 1
SUB AREA 2
SUB-AREA 3
N
SCALE
0
32'
64'

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

Overall Landscap

Landscape Plan Subarea 1.


EISENHOWER EXPRESSWAY
CANAL ST.
VAN BUREN ST
SCALE
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45

Landscape Plan - Sub

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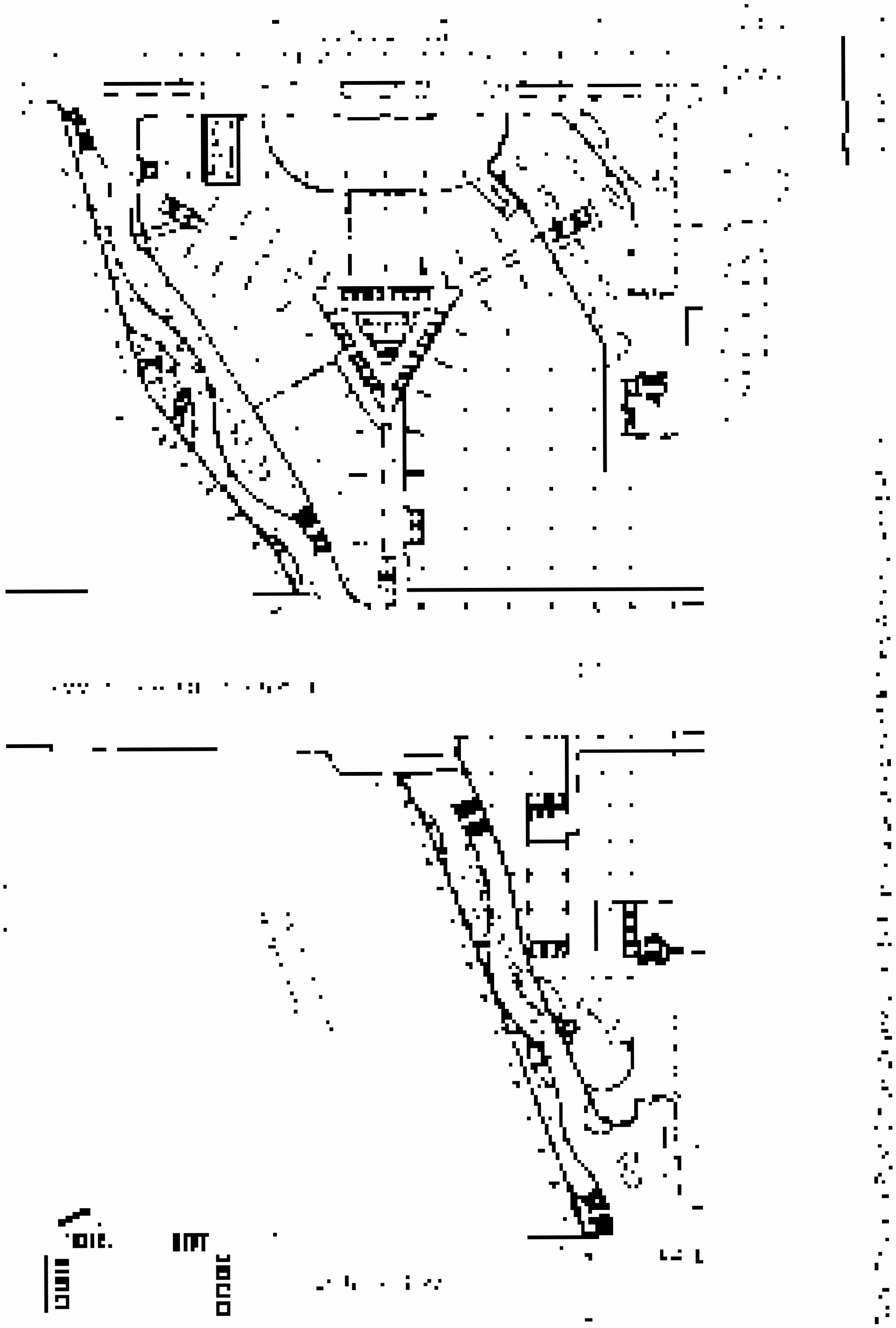
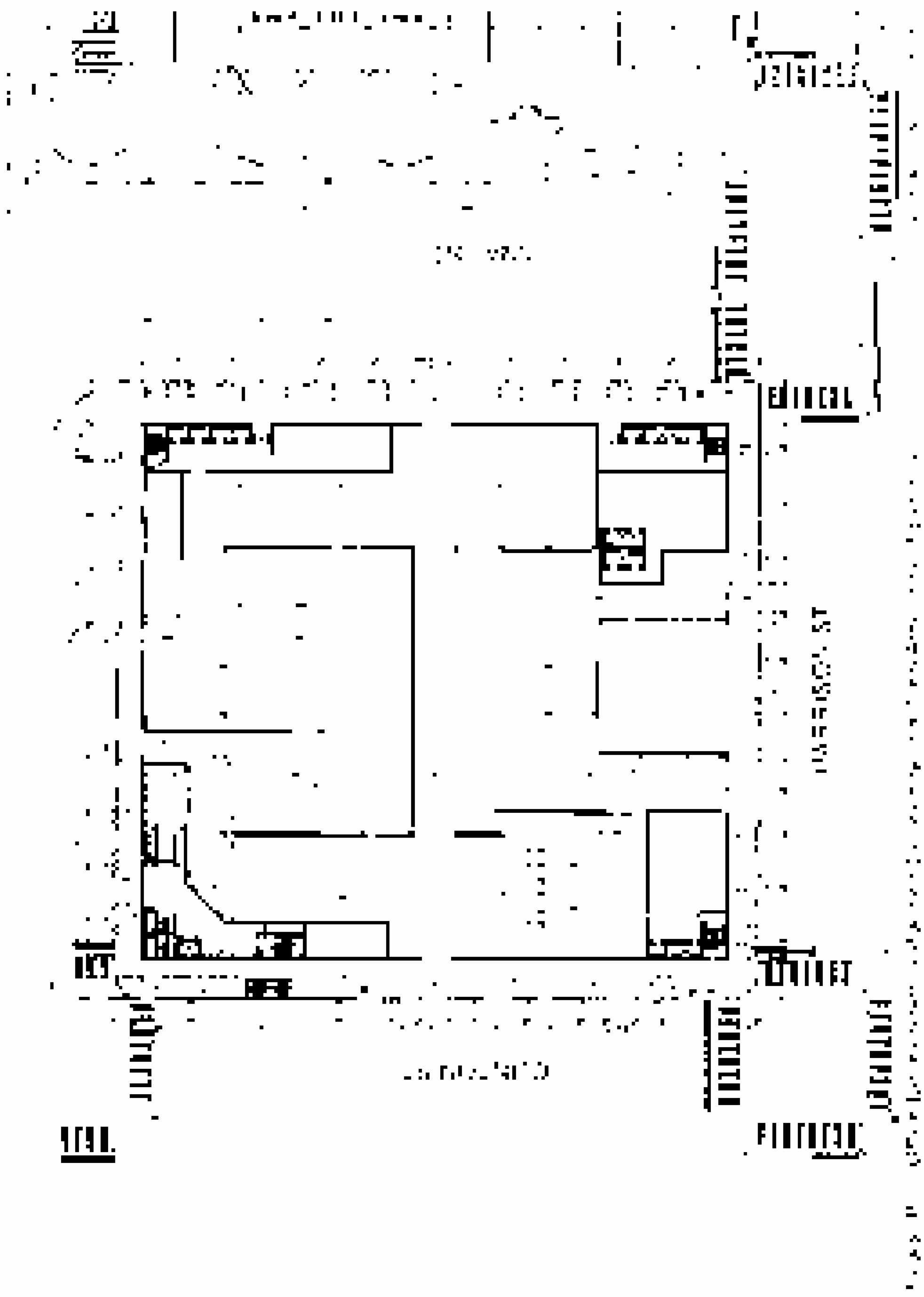
Landscape Plan Subarea 2

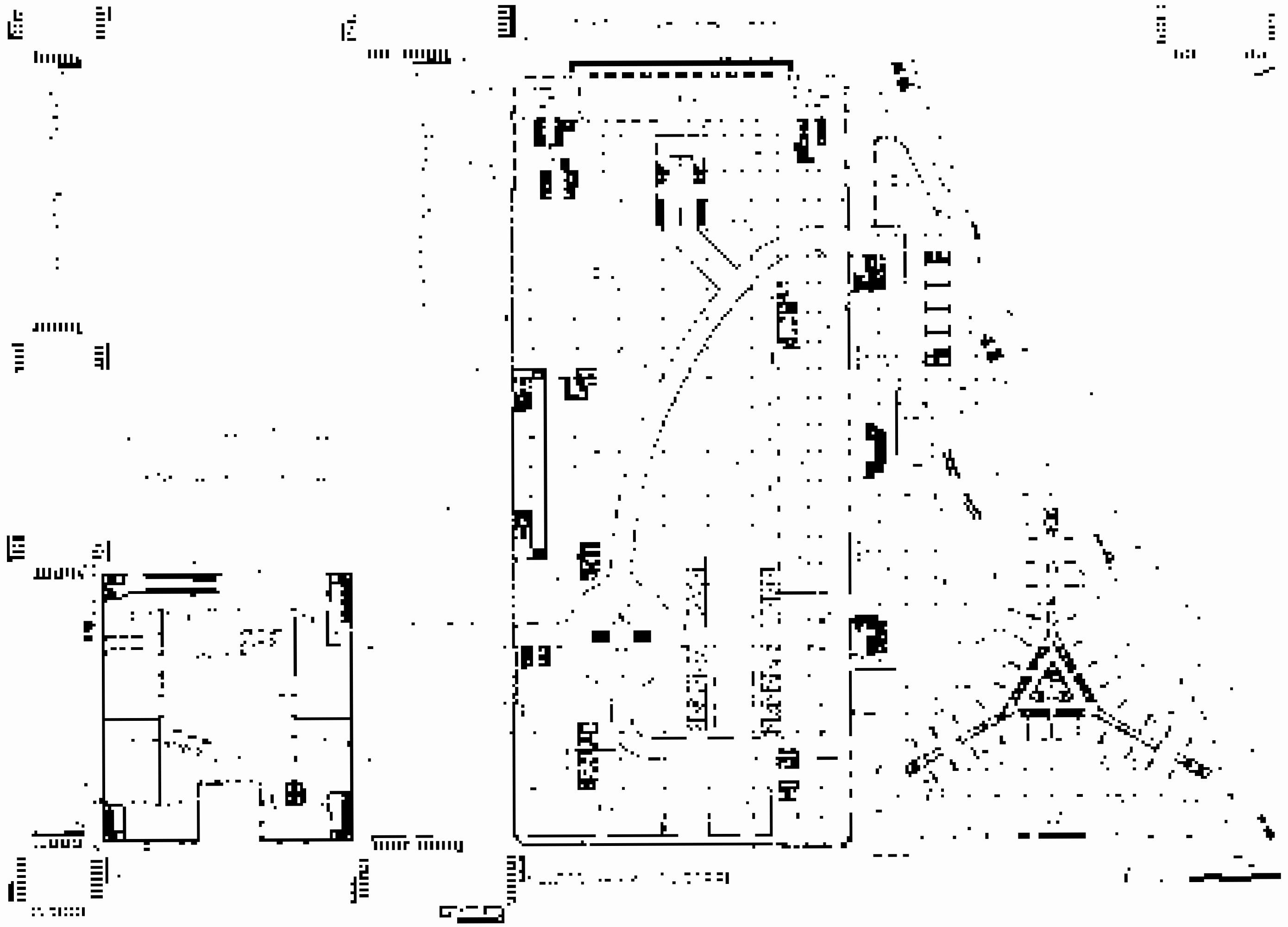


(Landscape Plan Subarea D)


HARRISON ST

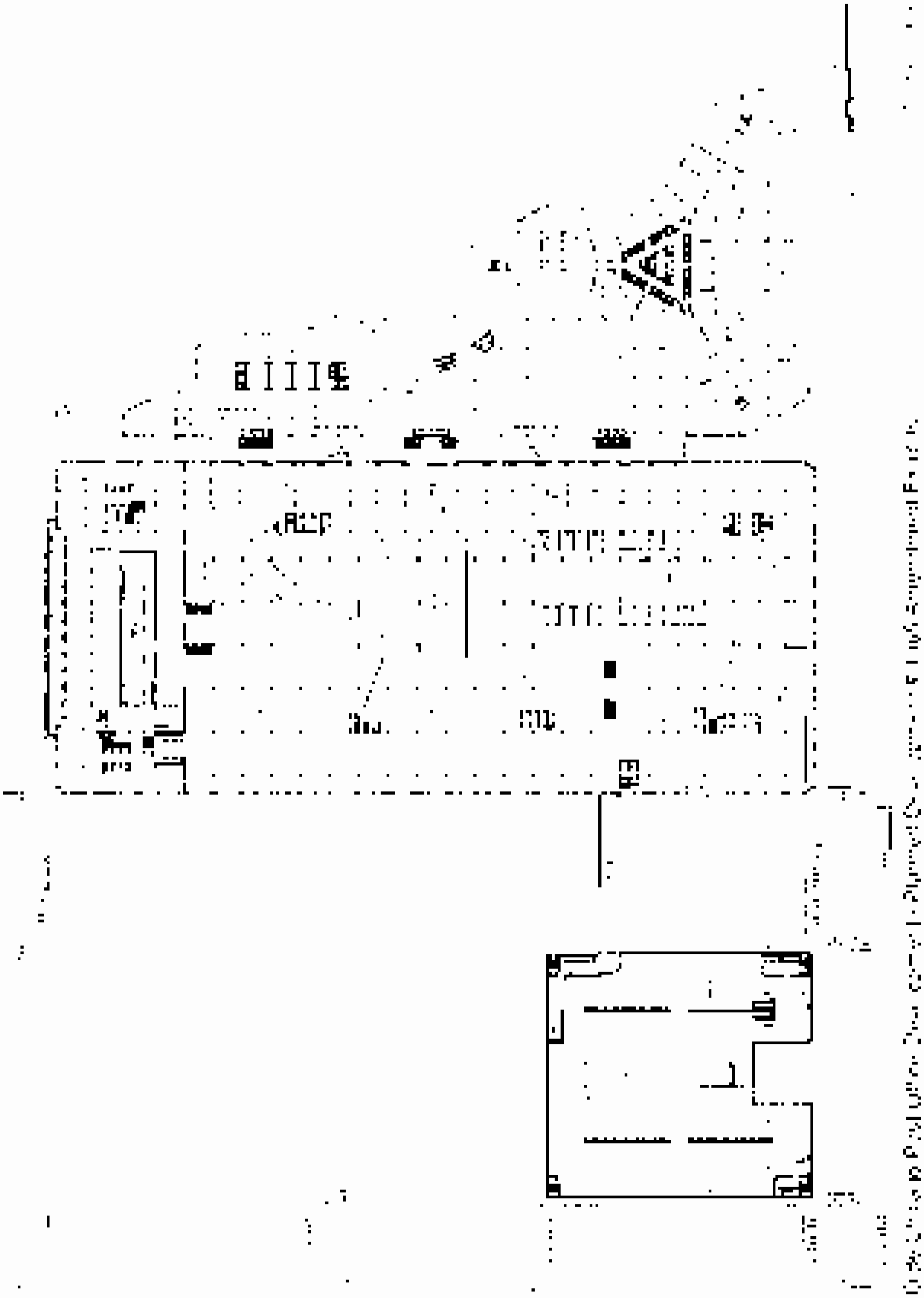
Roof Plan And Green Roof Plan

Second Floor Plan

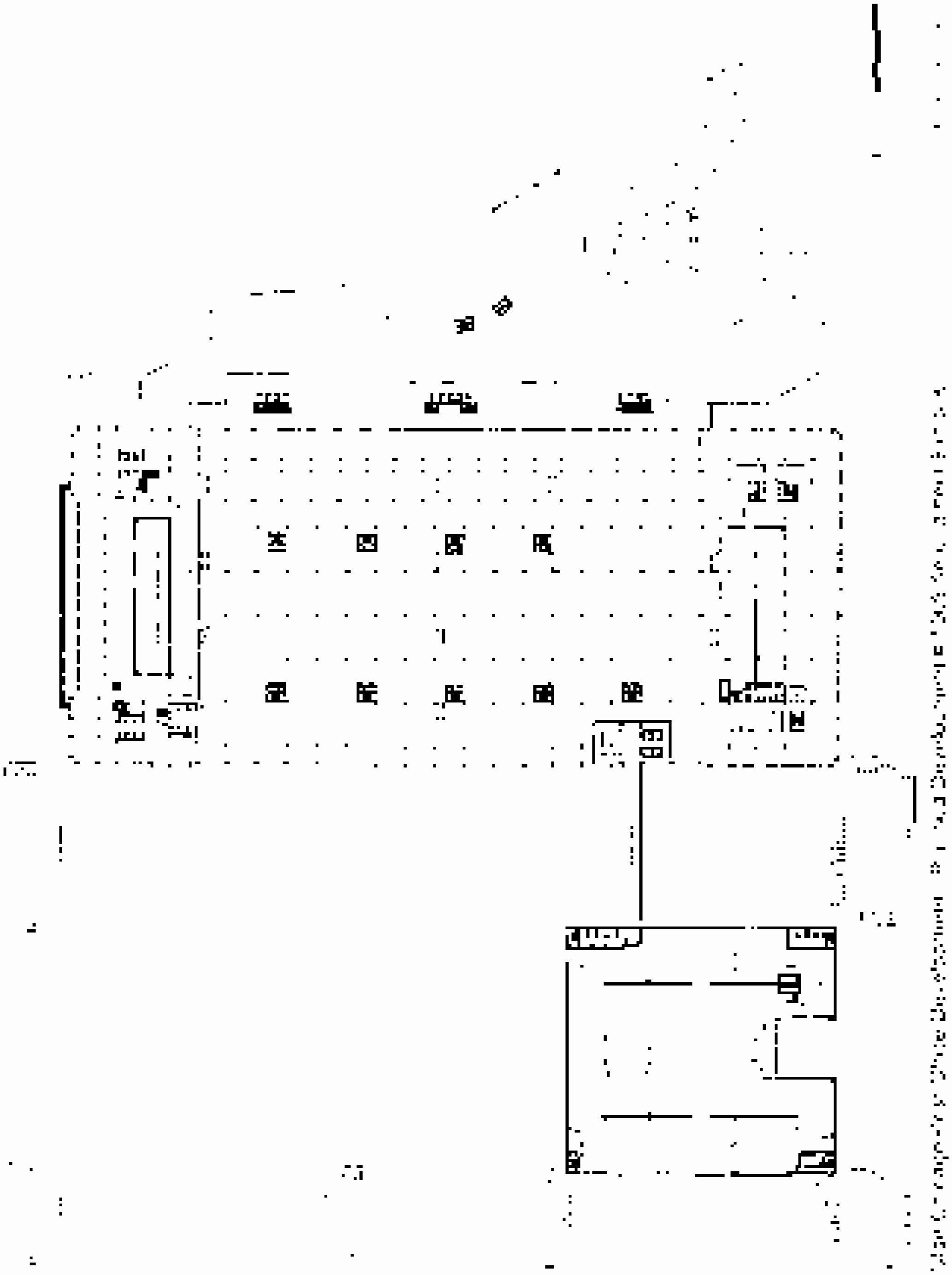


Old Chicago Post Office - Development - Planned Development # [illegible] Amend. [illegible] Exhibits

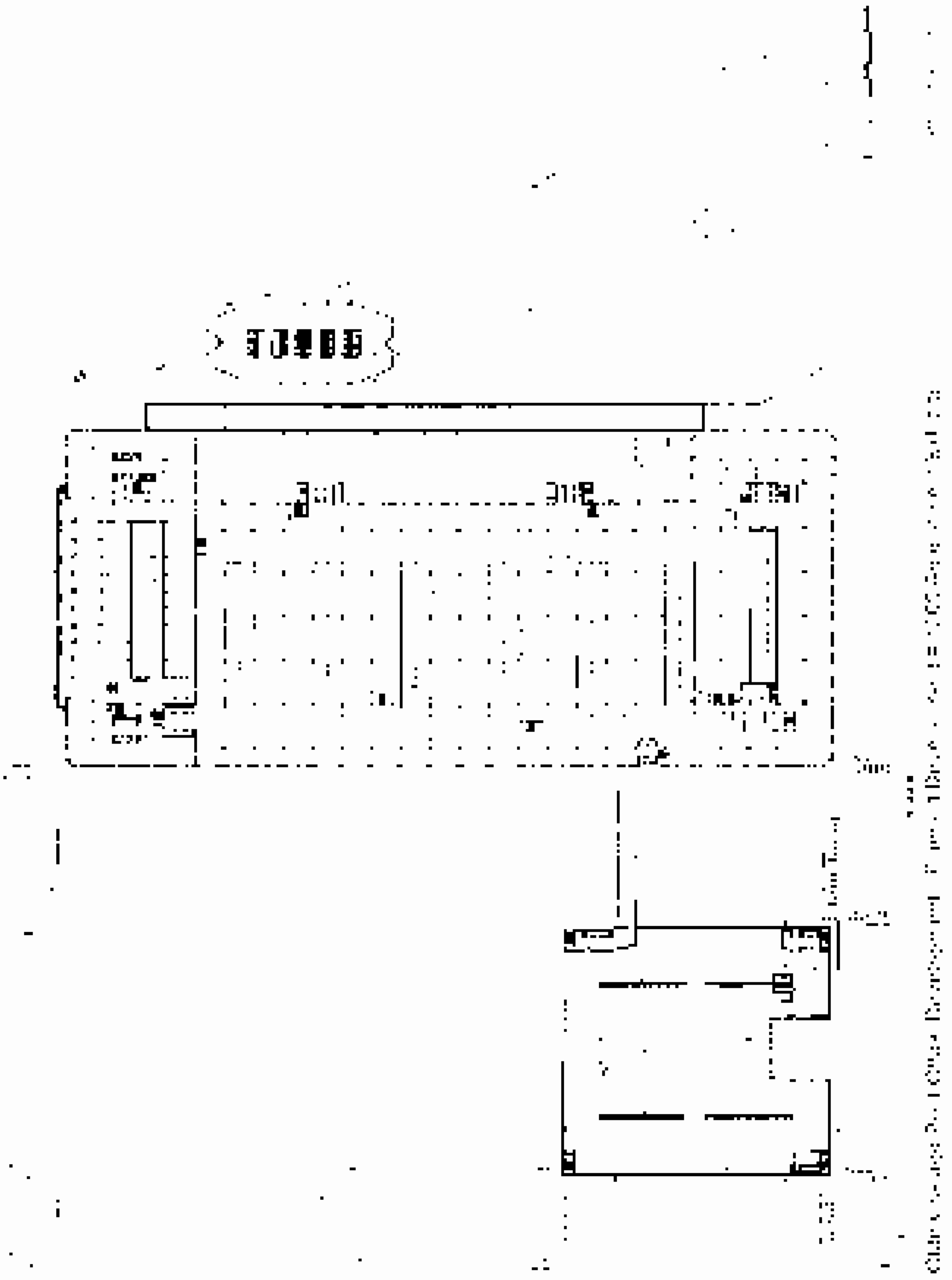
Third Floor Plan



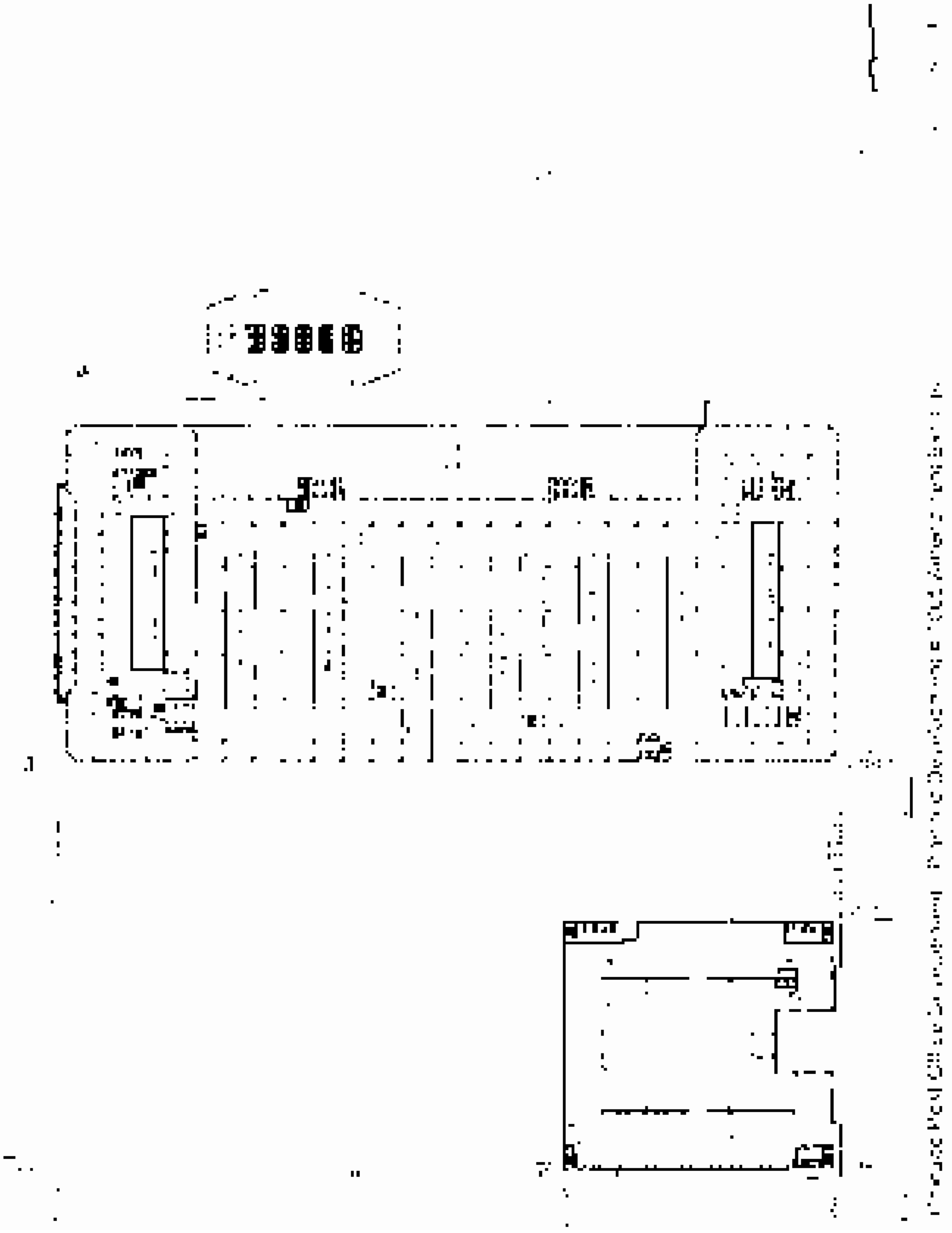
Fourth/Fifth Floor Plan



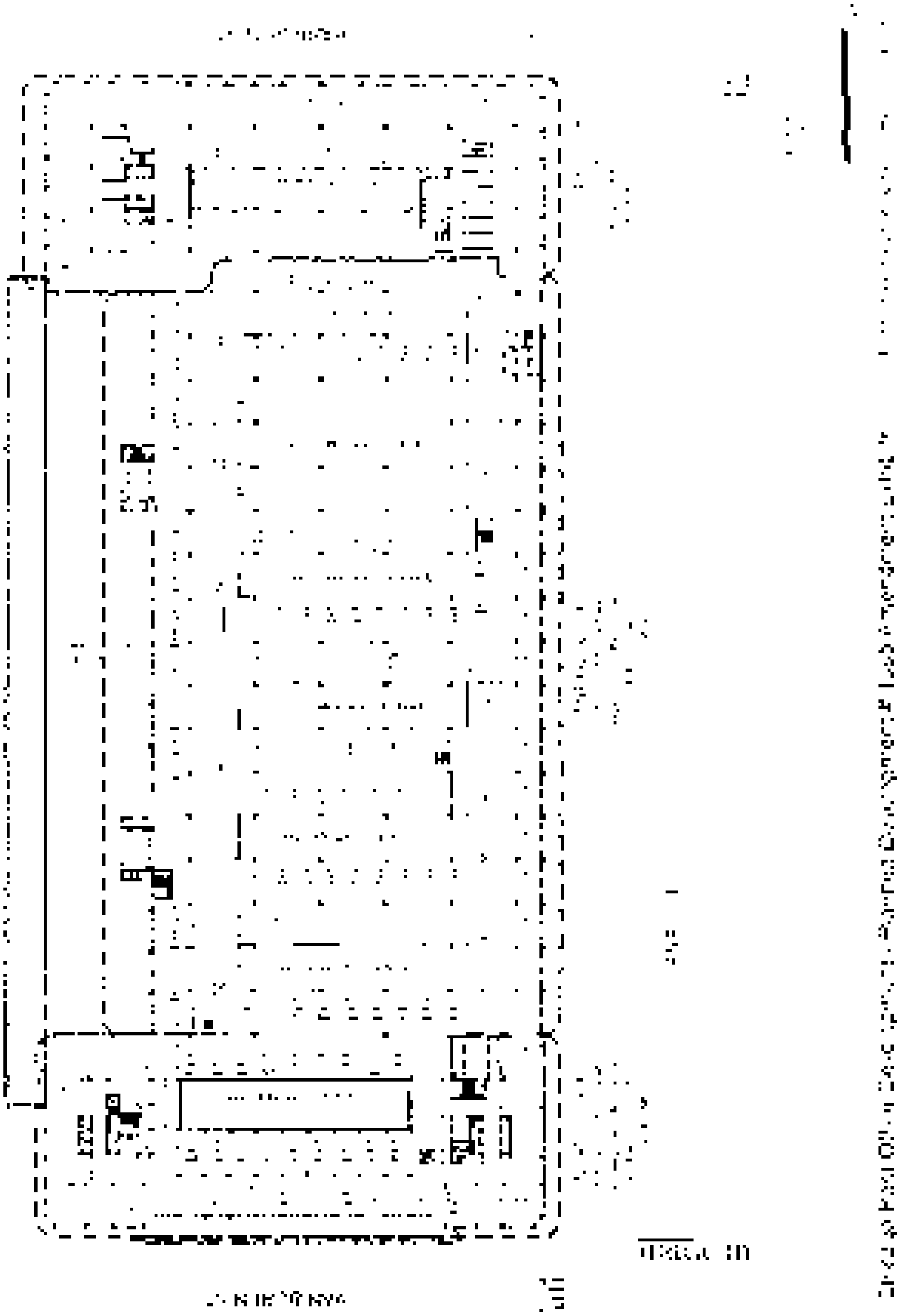
Sixth-Seventh Floor Plan



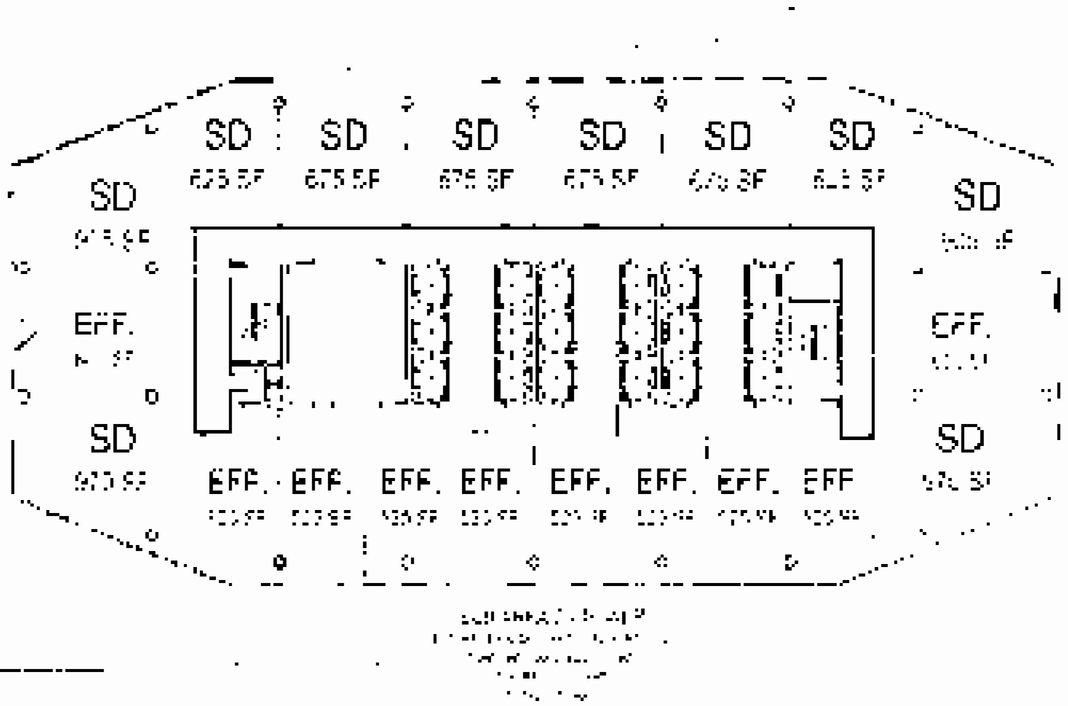
Eighth/Ninth Floor Plan



Residential Layouts



Typical Subarea 2 Tower Floor Plan


SD
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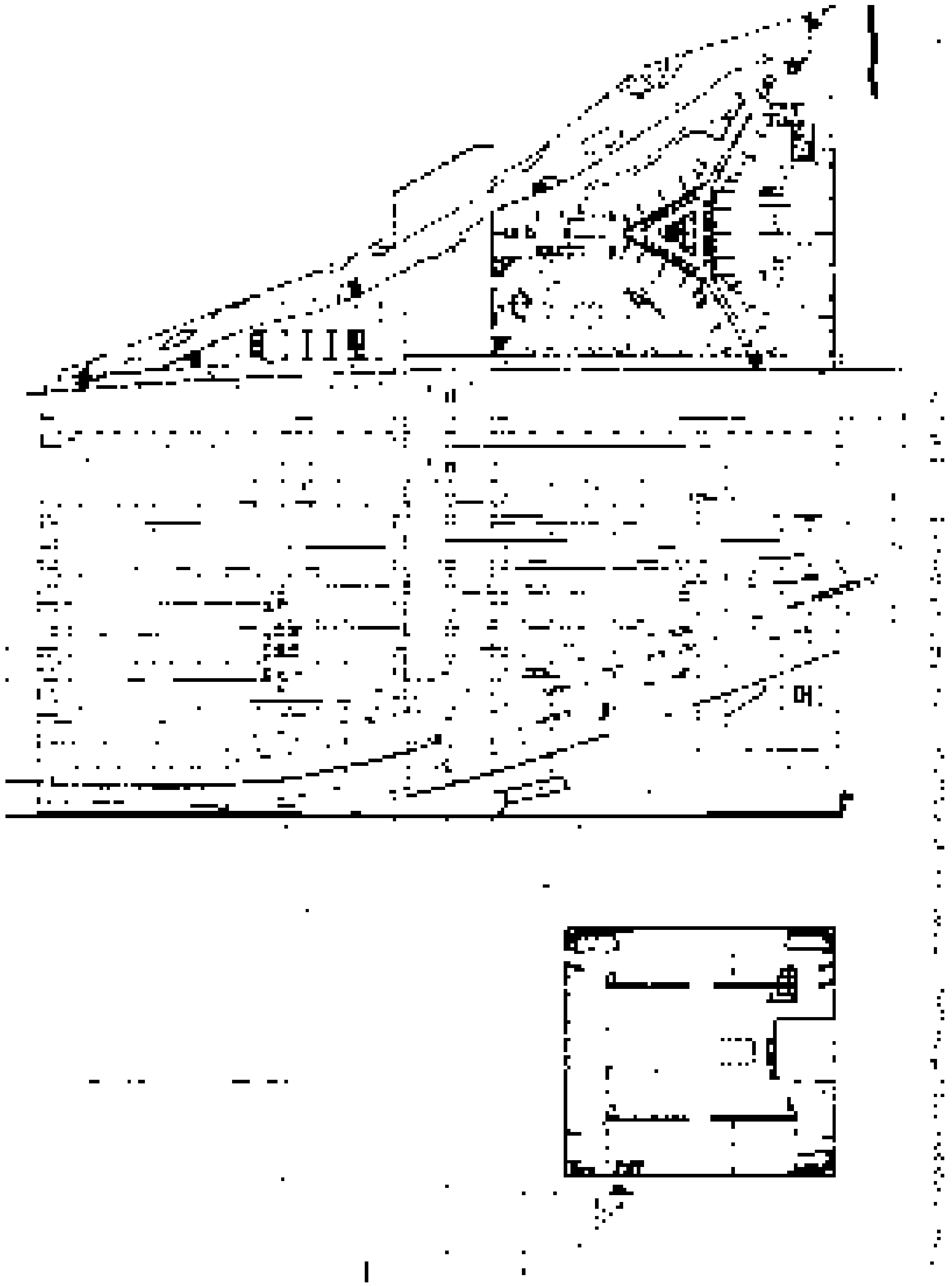
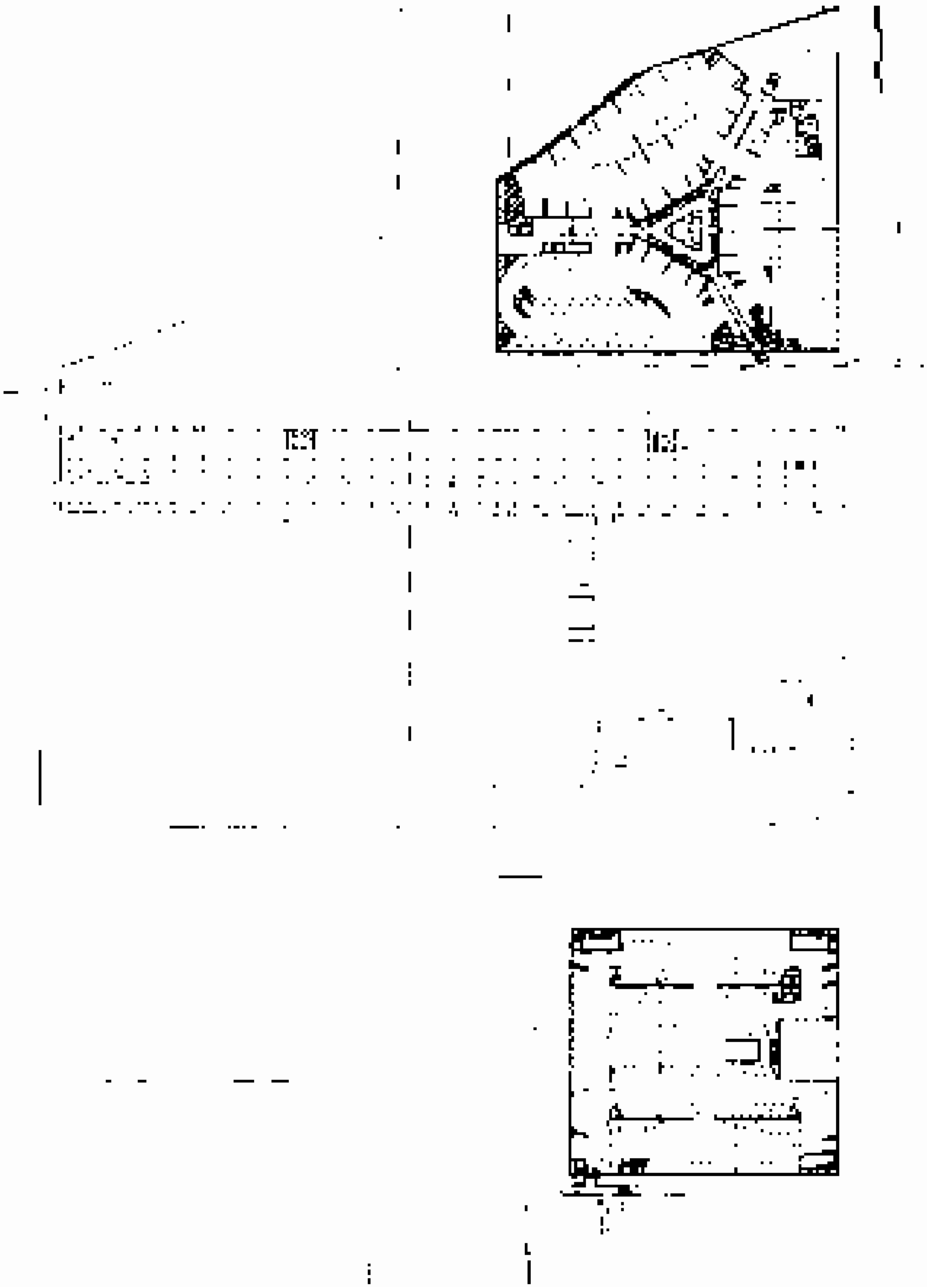
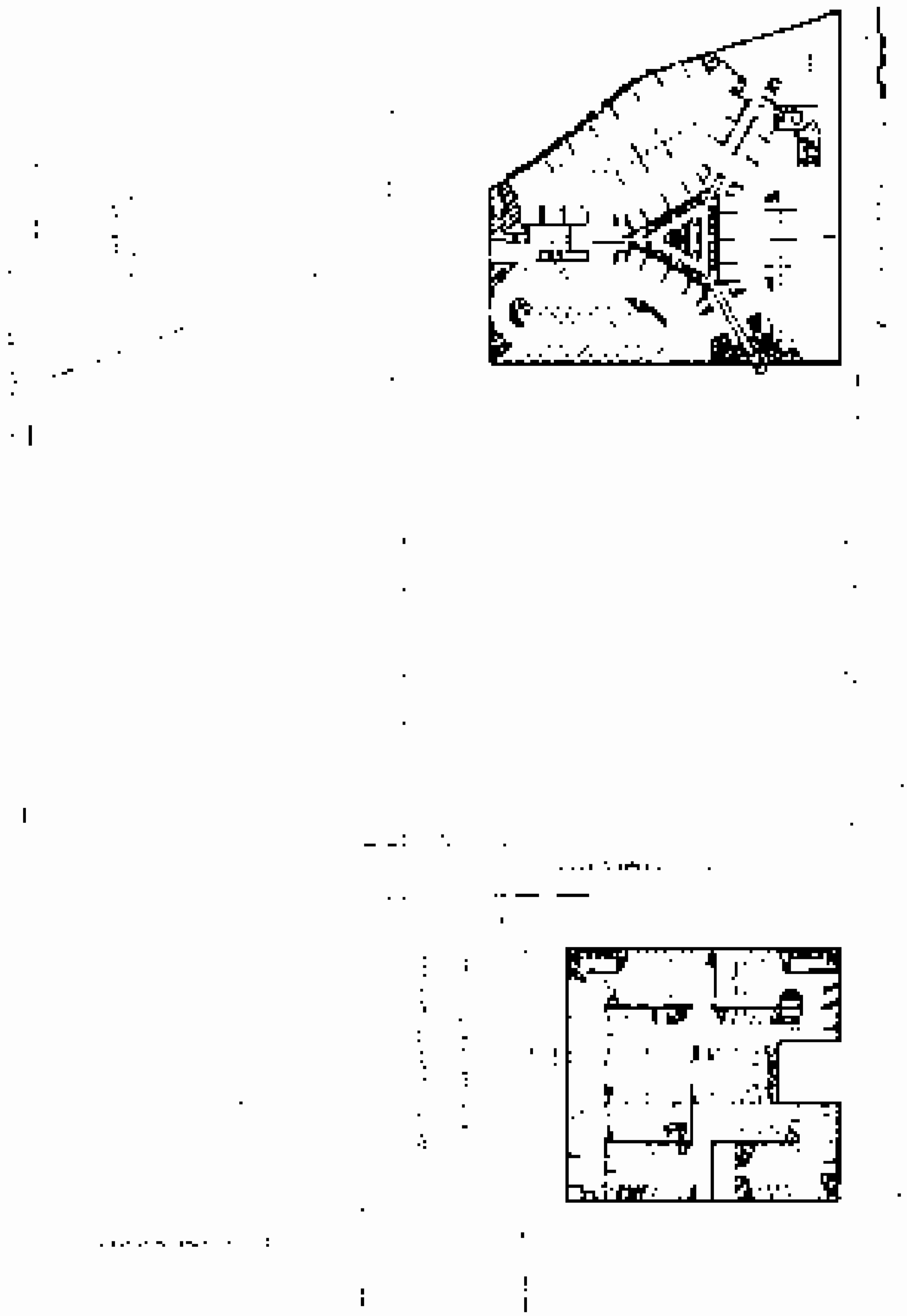
P1-P2 Floor Plan

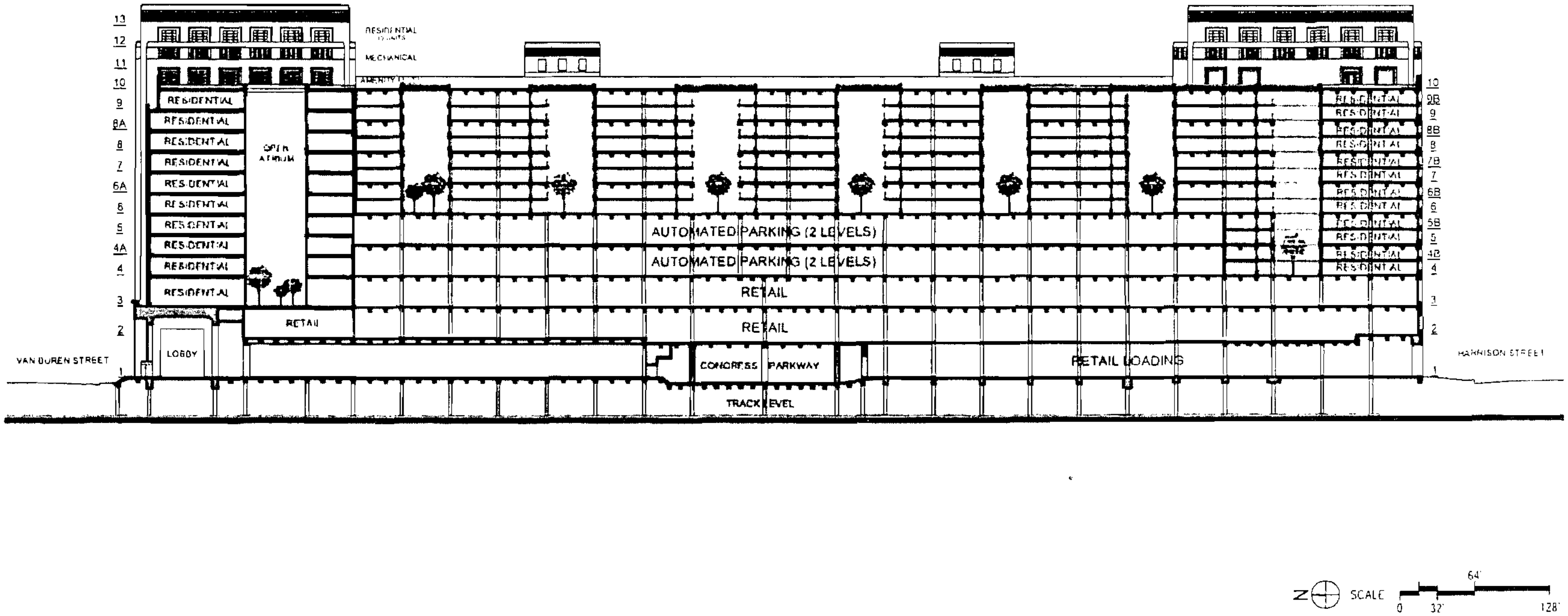


P3 Floor Plan



P4 Floor Plan




13
12
11
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7
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2
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RESIDENTIAL UNITS
MECHANICAL
AMENITY
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RESIDENTIAL
RESIDENTIAL
OPEN ATRIUM
RETAIL
LOBBY
VAN BUREN STREET
AUTOMATED PARKING (2 LEVELS)
AUTOMATED PARKING (2 LEVELS)
RETAIL
RETAIL
CONGRESS PARKWAY
TRACK LEVEL
RETAIL LOADING
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HARRISON STREET
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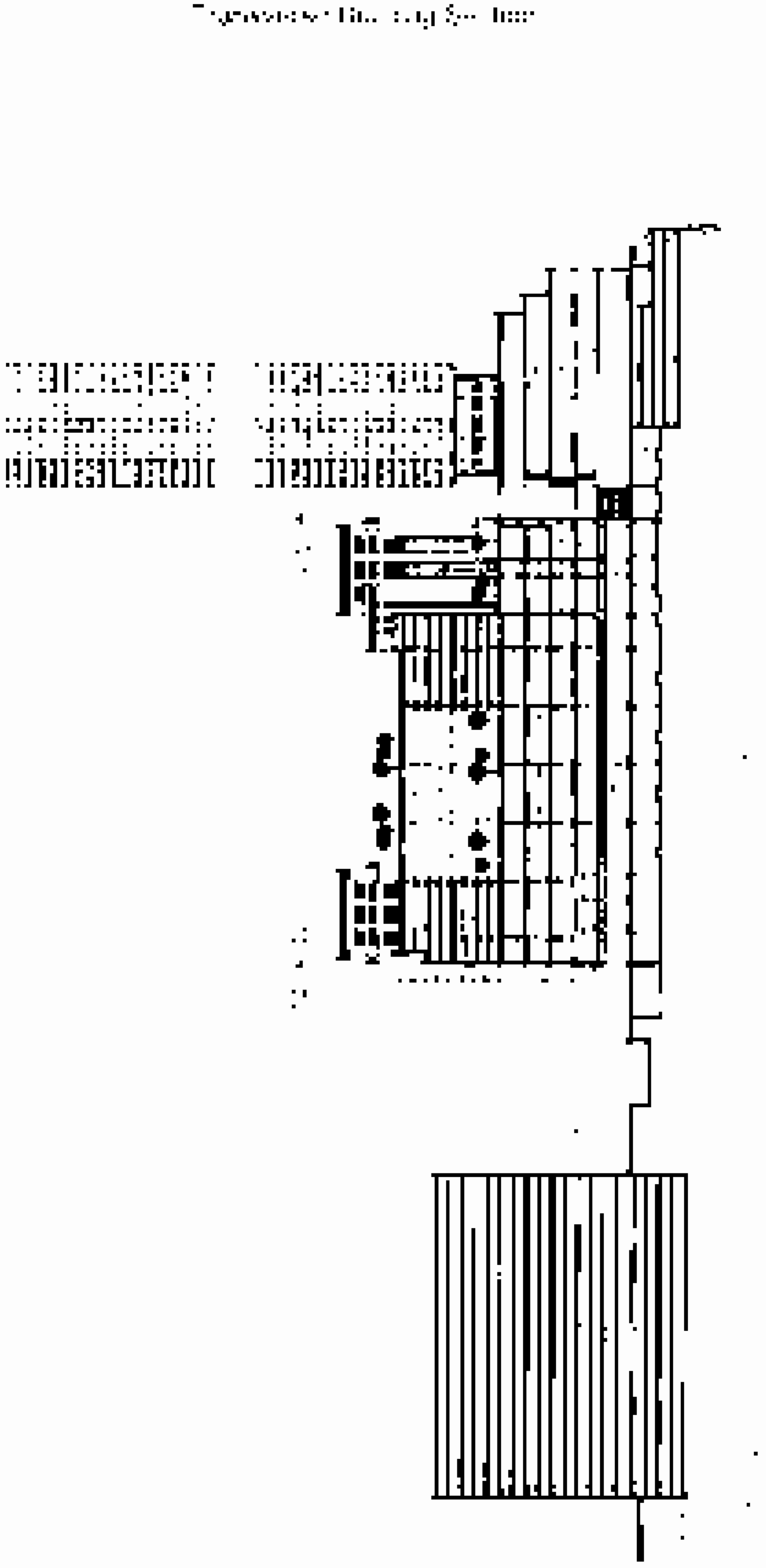
64'
128'

Longitudinal Building Section

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

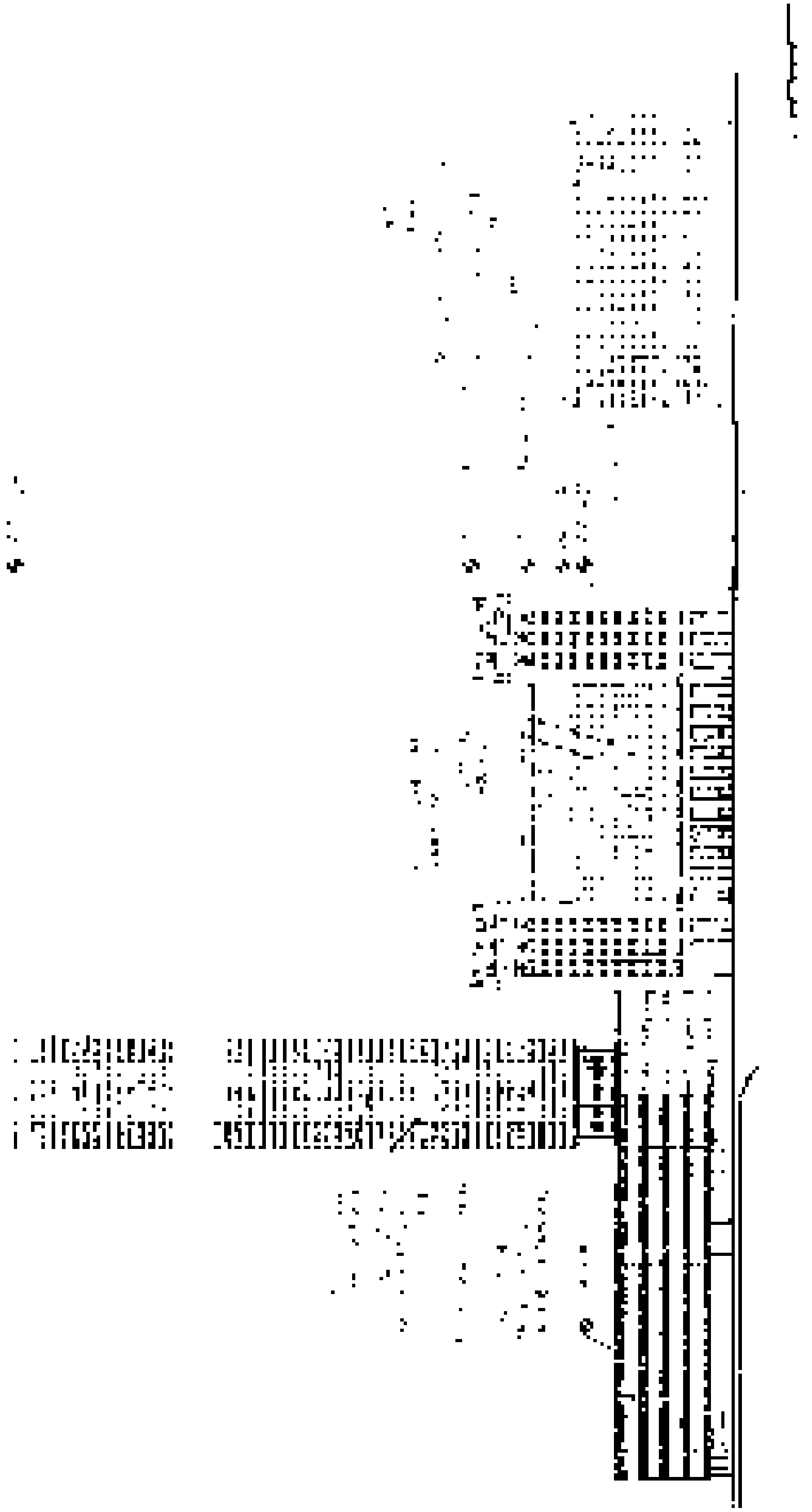
Longitudinal Building Section.

Proposed Building Section



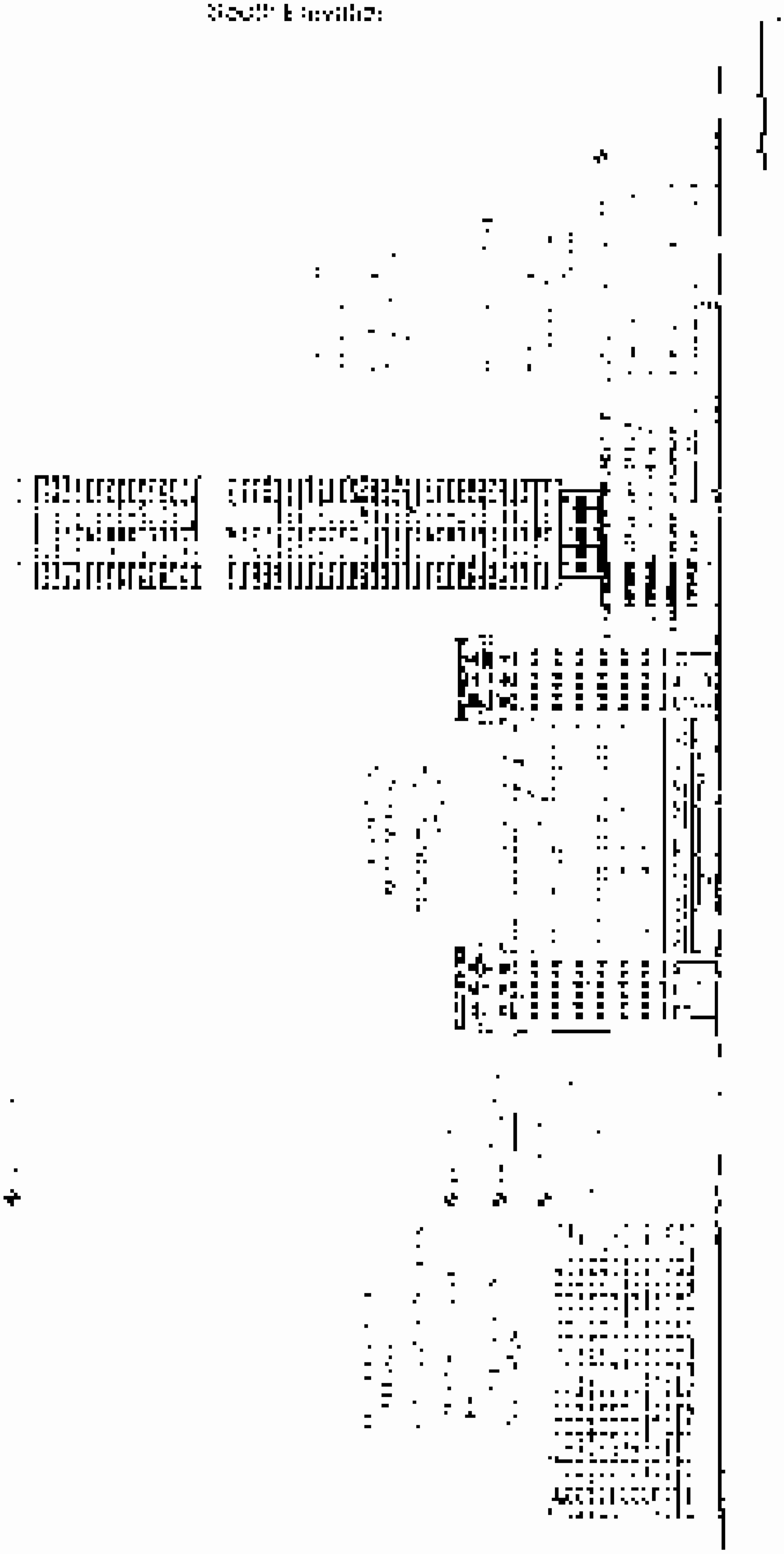
he Chicago Post Office Development - Planned Development #[illegible] Amendment Exhibits

North Elevation



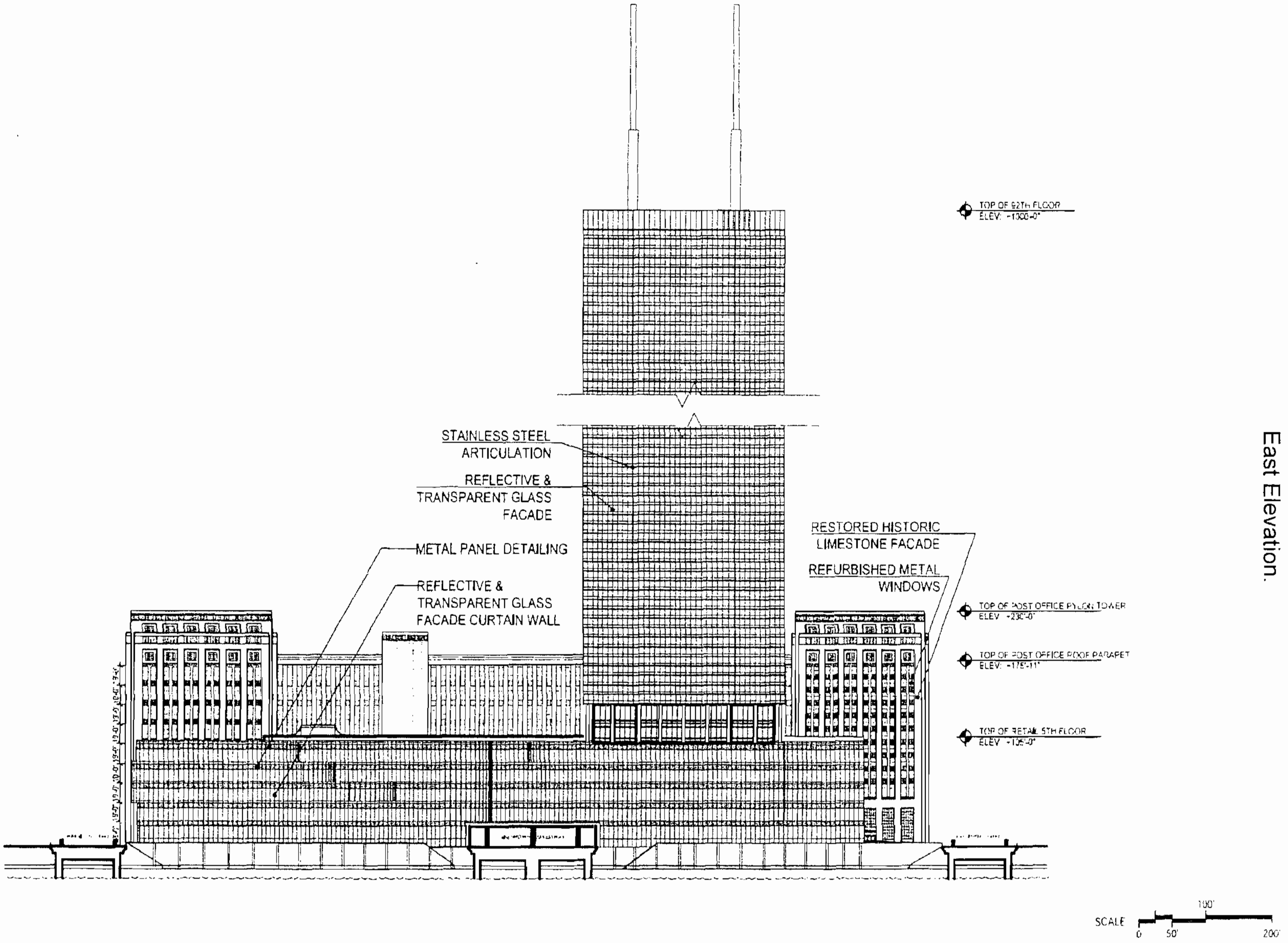
Old Main Post Office Development - Planned Development # [illegible] Amendment Exhibits

South Elevation



Old Chicago Post Office Development [illegible]

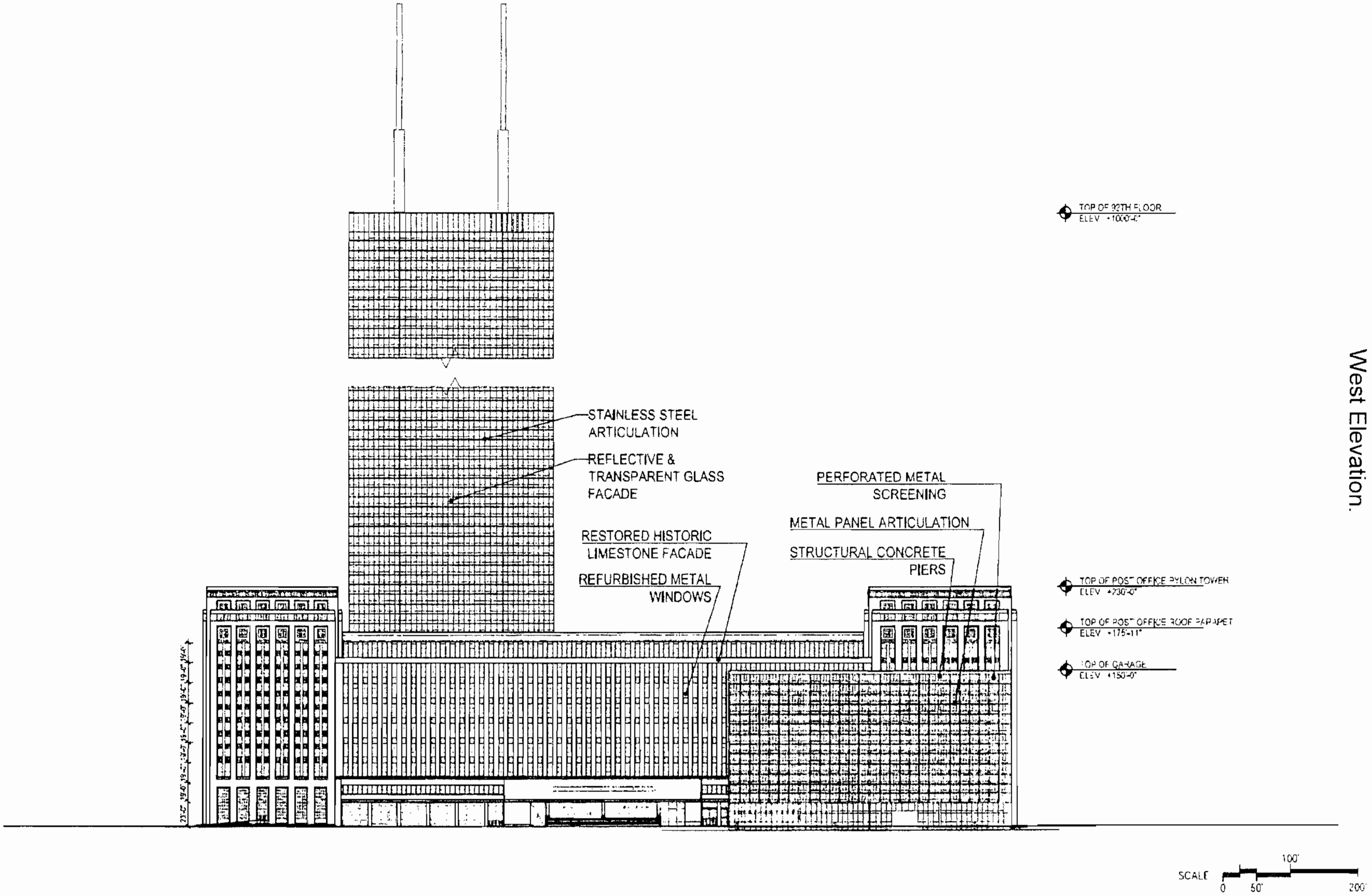
East Elevation.


STAINLESS STEEL ARTICULATION
REFLECTIVE & TRANSPARENT GLASS FACADE
METAL PANEL DETAILING
REFLECTIVE & TRANSPARENT GLASS FACADE CURTAIN WALL
RESTORED HISTORIC LIMESTONE FACADE
REFURBISHED METAL WINDOWS
TOP OF 92TH FLOOR ELEV: +1000'-0"
TOP OF POST OFFICE PYLON TOWER ELEV: +230'-0"
TOP OF POST OFFICE ROOF PARAPET ELEV: +175'-11"
TOP OF RETAIL 5TH FLOOR ELEV: +105'-0"
SCALE
0
50'
100'
200'

East Elevation

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

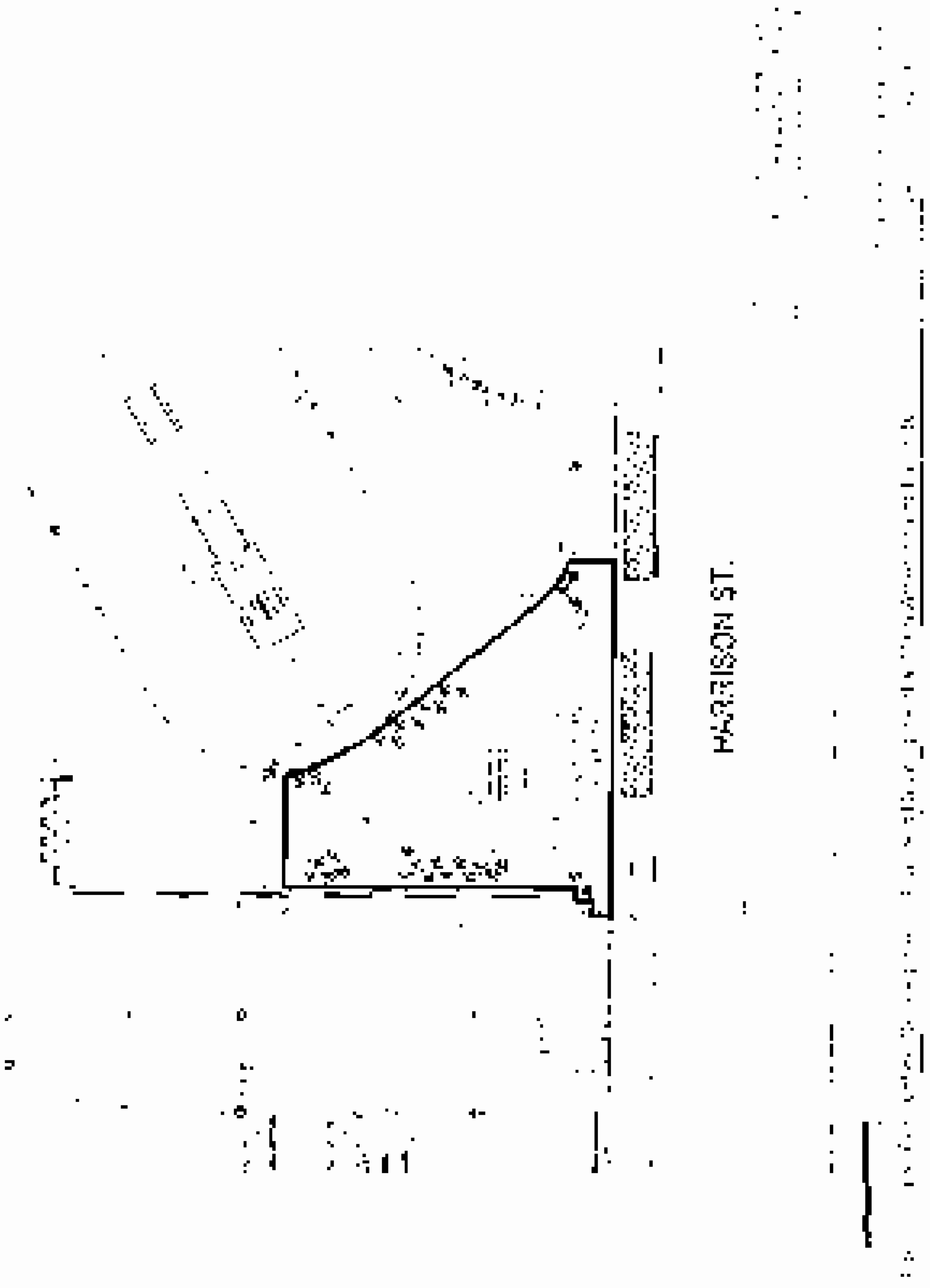
West Elevation.


STAINLESS STEEL ARTICULATION
REFLECTIVE & TRANSPARENT GLASS FACADE
RESTORED HISTORIC LIMESTONE FACADE
REFURBISHED METAL WINDOWS
PERFORATED METAL SCREENING
METAL PANEL ARTICULATION
STRUCTURAL CONCRETE PIERS
TOP OF 92TH FLOOR
ELEV +1000'-0"
TOP OF POST OFFICE PYLON TOWER
ELEV +230'-0"
TOP OF POST OFFICE ROOF PARAPET
ELEV +175'-11"
TOP OF GARAGE
ELEV +150'-0"
SCALE
0
50'
100'
200'

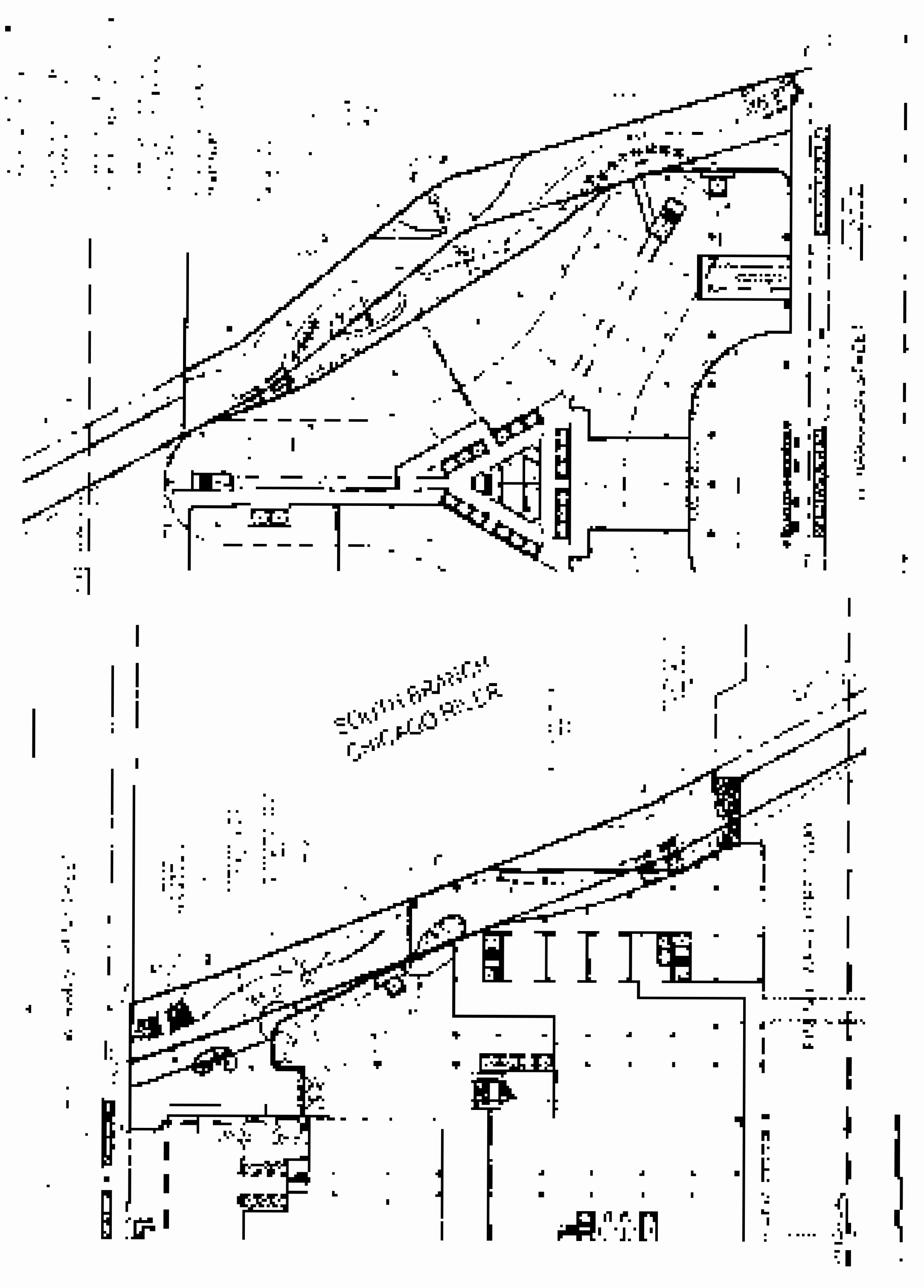
Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

West Elevation

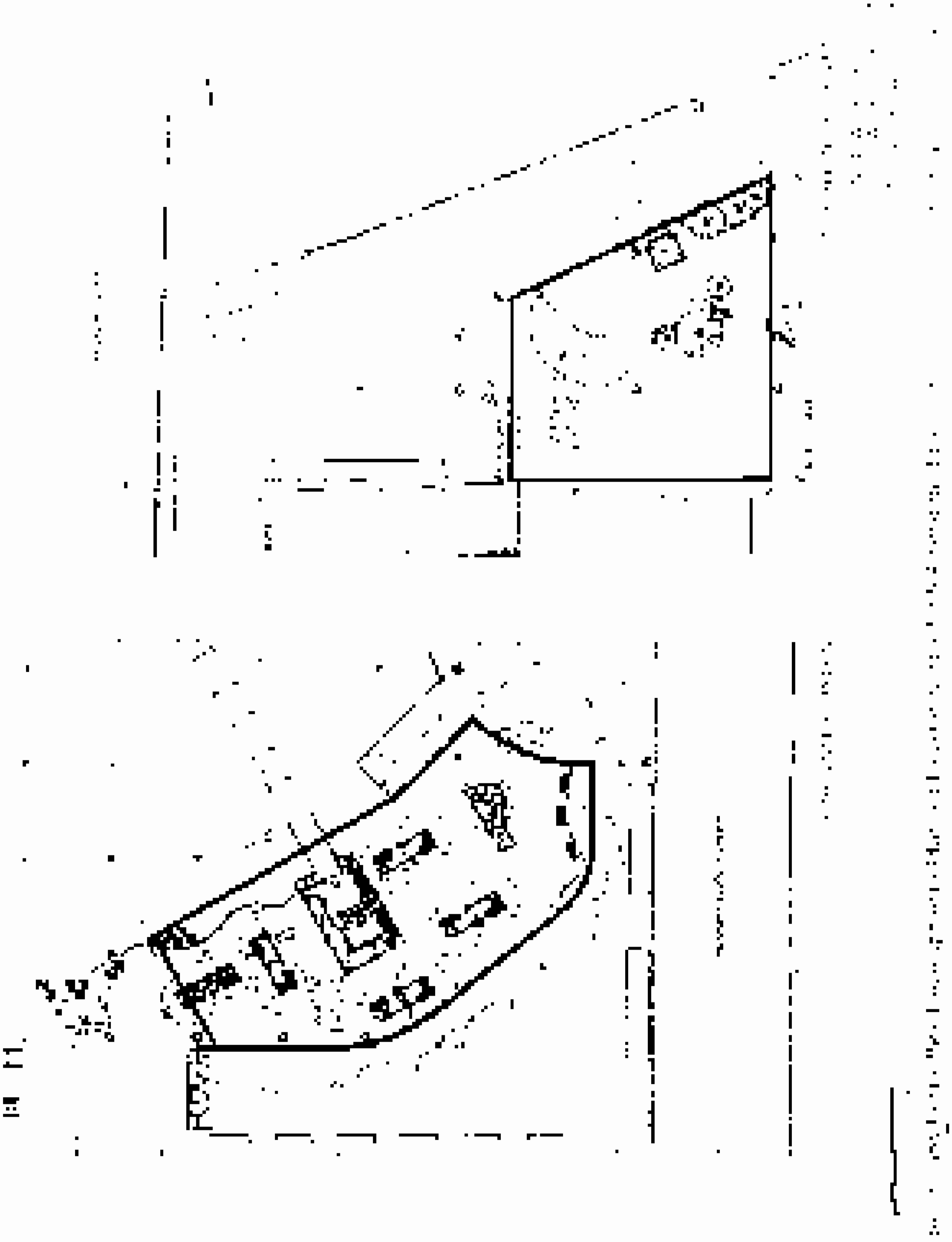
[illegible]


HARRISON ST.

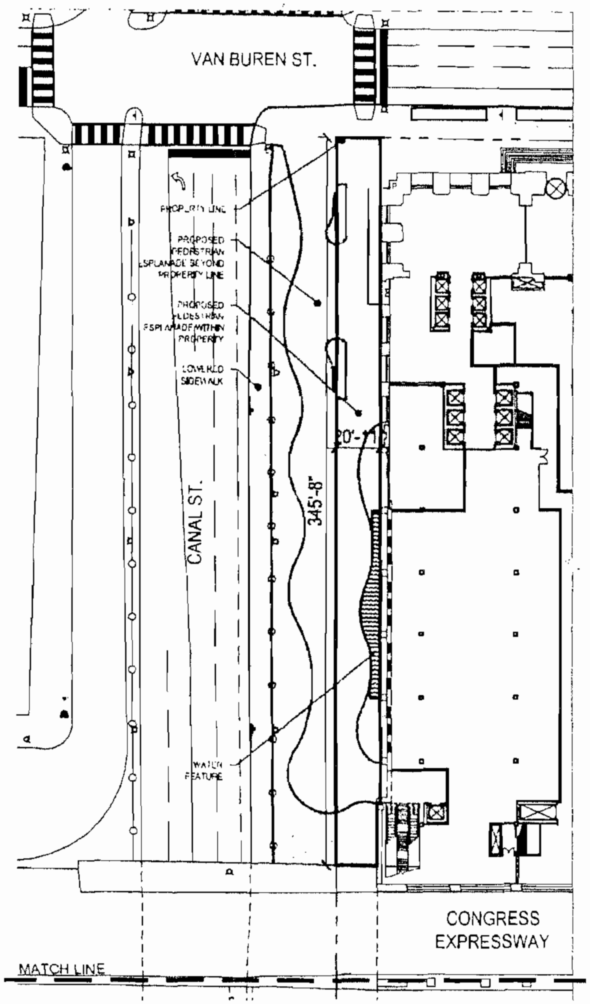
Riverwalk Improvements


SOUTH BRANCH
CHICAGO RIVER

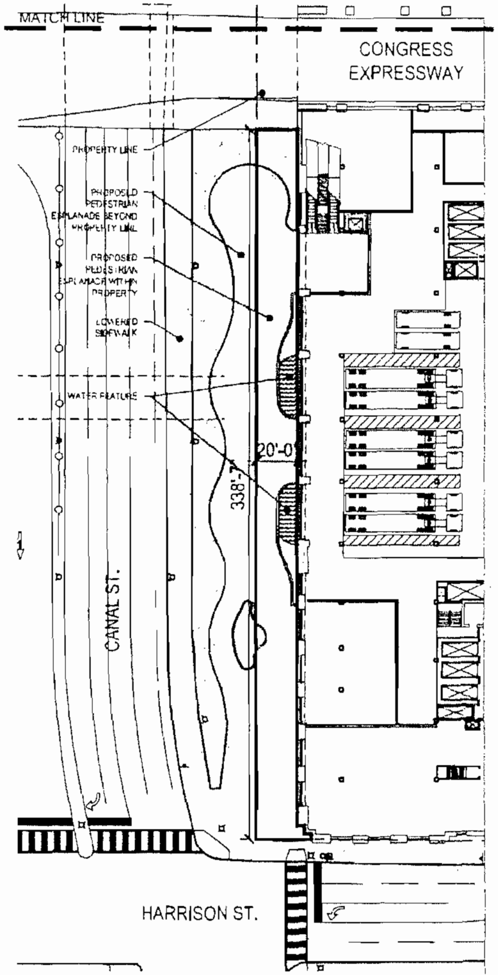
Old Chicago Post Office Development - Planned Development # 1006 Amendment Exhibits [illegible] Garden



Outdoor Through Block Connection.


VAN BUREN ST.
PROPERTY LINE
PROPOSED PEDESTRIAN ESPLANADE BEYOND PROPERTY LINE
PROPOSED PEDESTRIAN ESPLANADE WITHIN PROPERTY
LOWERED SIDEWALK
CANAL ST.
345'-8"
20'-1½"
WATER FEATURE
CONGRESS EXPRESSWAY
MATCH LINE

Canal St. Connection (North)


MATCH LINE
CONGRESS EXPRESSWAY
PROPERTY LINE
PROPOSED PEDESTRIAN ESPLANADE BEYOND PROPERTY LINE
PROPOSED PEDESTRIAN ESPLANADE WITHIN PROPERTY
LOWERED SIDEWALK
WATER FEATURE
CANAL ST.
338'-7"
20'-0"
HARRISON ST.

Canal St. Connection (South)

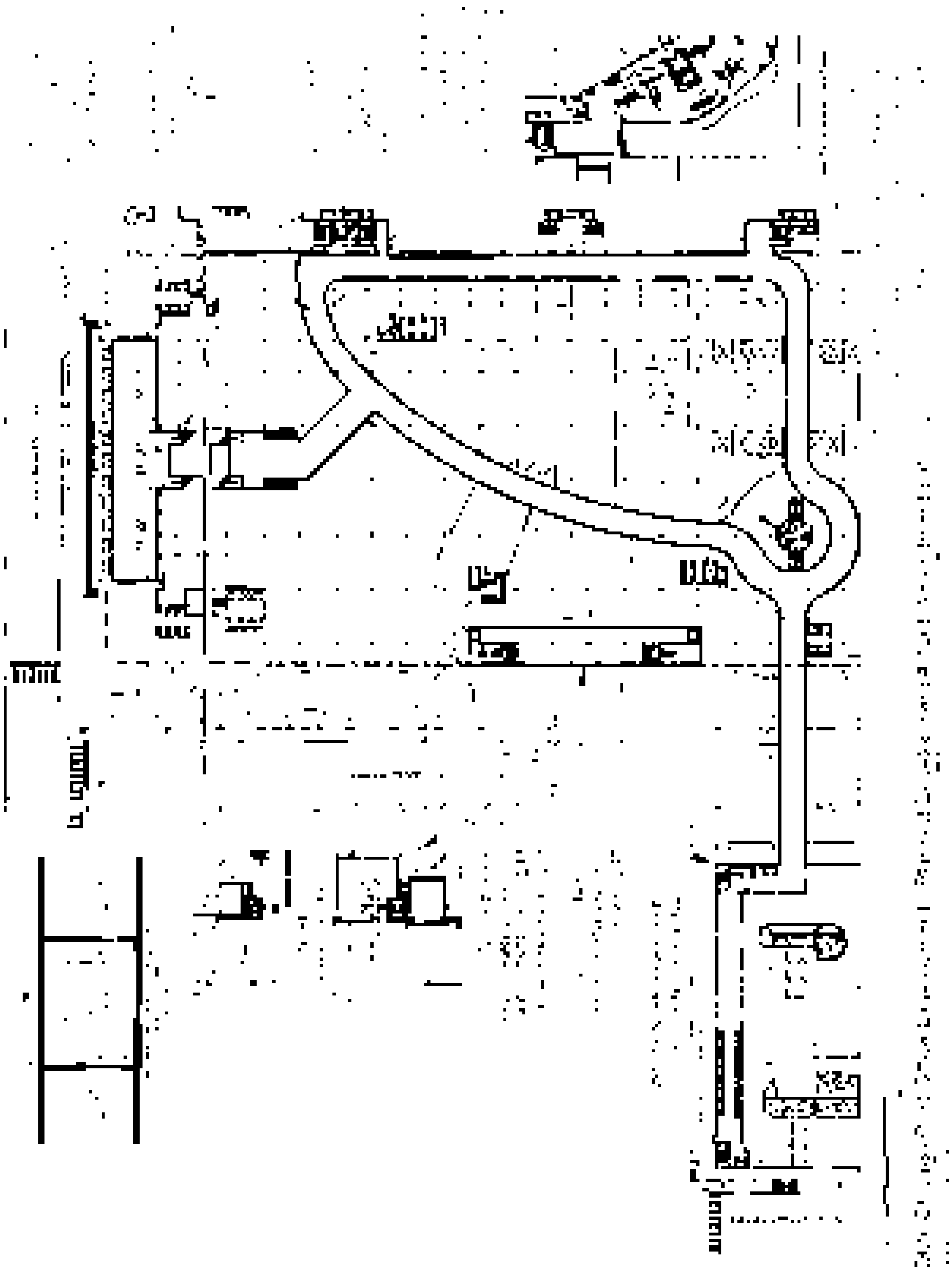
SCALE 0 35' 70'

Canal St. Connection (North) - 7,1987 sf
Canal St. Connection (South) - 6,603 sf
Total - 13,801 sf

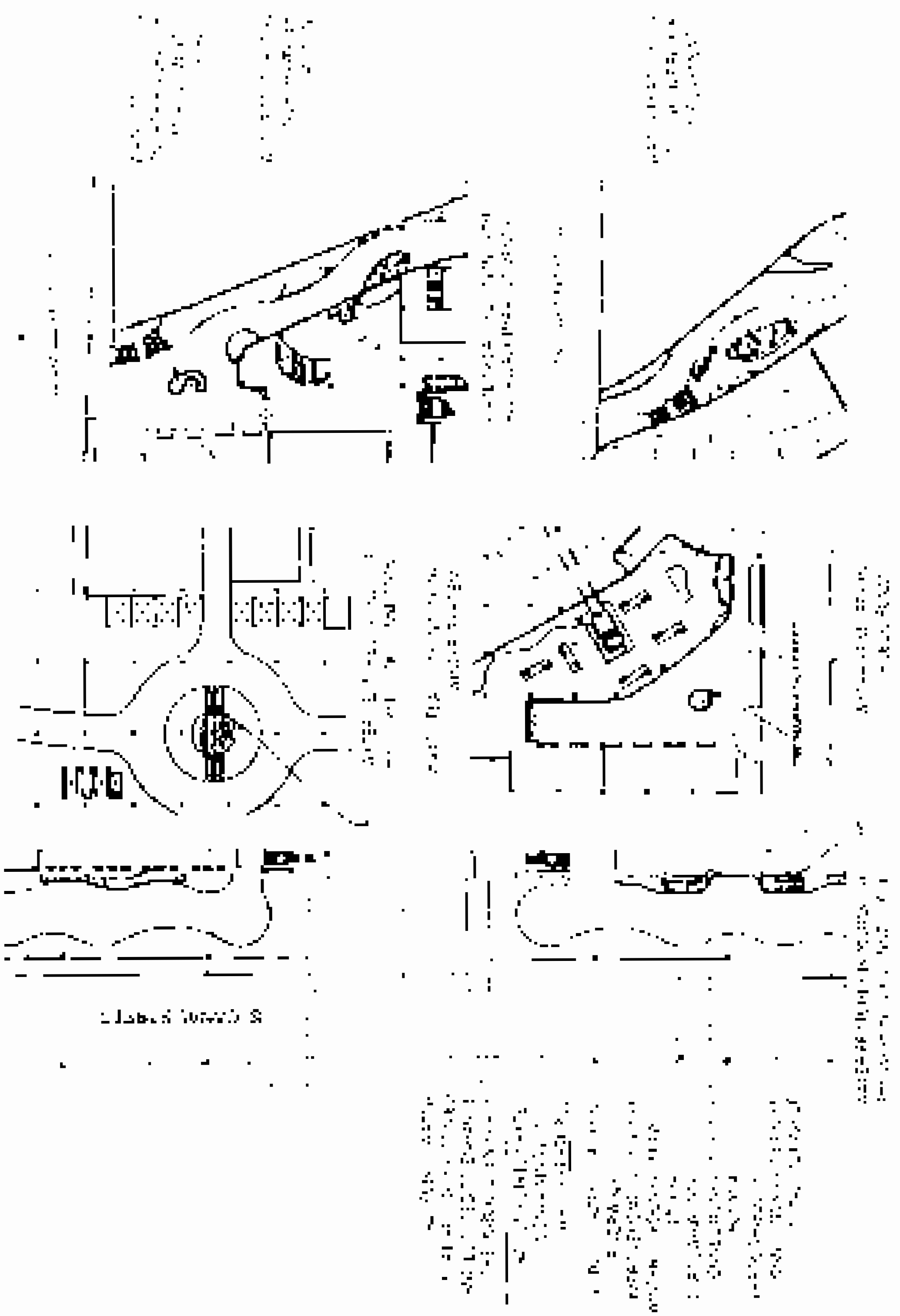
Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

"Outdoor Through-Block-Connection" - FAR Boı

Indoor Through Store Connection

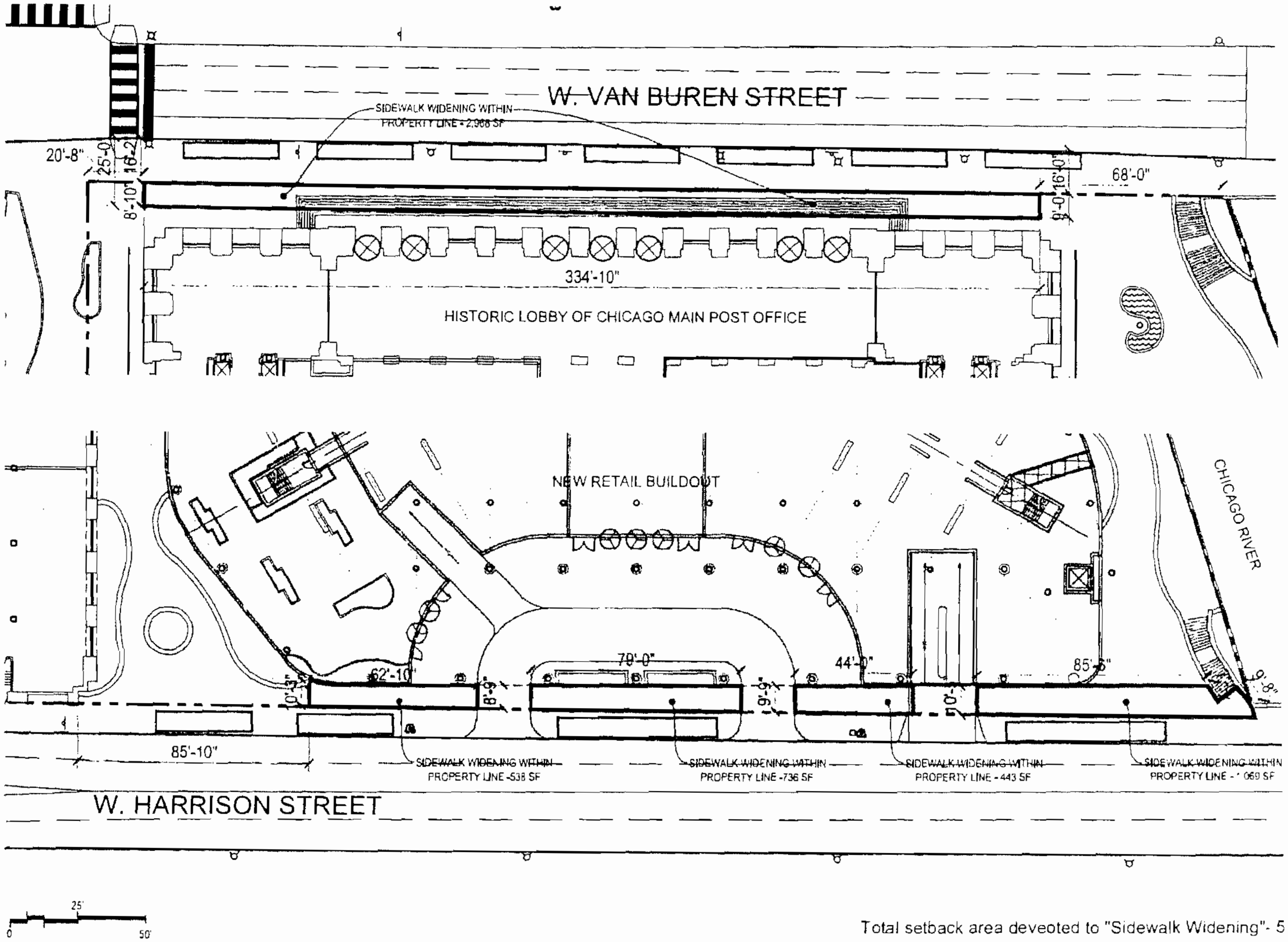


Water Feature



Olde Chicago Post Office Development – Planned Development #1015 Amendment Exhibits

Sidewalk Widening.


W. VAN BUREN STREET
SIDEWALK WIDENING WITHIN PROPERTY LINE - 2,968 SF
20'-8"
25'-0"
16'-2"
8'-10"
16'-0"
9'-0"
68'-0"
334'-10"
HISTORIC LOBBY OF CHICAGO MAIN POST OFFICE
NEW RETAIL BUILDOUT
CHICAGO RIVER
0'-5"
62'-10"
8'-9"
79'-0"
9'-9"
44'-0"
10'-0"
85'-6"
9'-8"
85'-10"
SIDEWALK WIDENING WITHIN PROPERTY LINE - 538 SF
SIDEWALK WIDENING WITHIN PROPERTY LINE - 736 SF
SIDEWALK WIDENING WITHIN PROPERTY LINE - 443 SF
SIDEWALK WIDENING WITHIN PROPERTY LINE - 1,069 SF
W. HARRISON STREET
SCALE
0
25'
50'

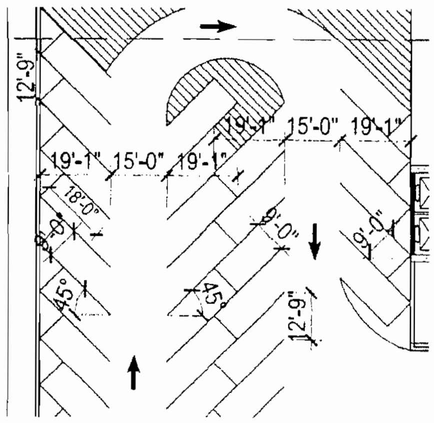
Total setback area deveoted to "Sidewalk Widening"- 5

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

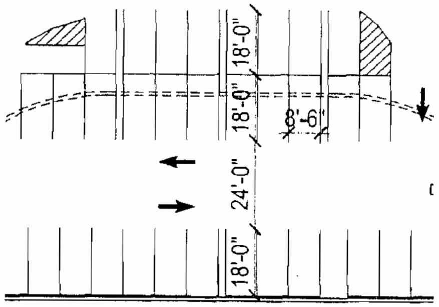
"Sidewalk Widening" - FA

Subarea 2 -- Underground Parking.

TYPICAL PARKING LAYOUT/DIMENSIONS


12'-9"
19'-1" 15'-0" 19'-1"
19'-1" 15'-0" 19'-1"
18'-0"
9'-0"
9'-0"
9'-0"
45°
45°
12'-9"

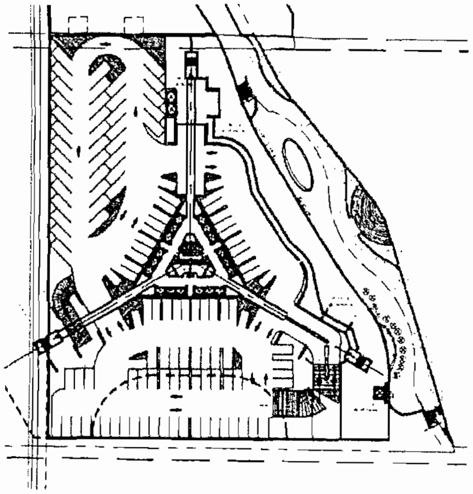
ONE-WAY ANGLED PARKING


18'-0"
18'-0"
8'-6"
24'-0"
18'-0"

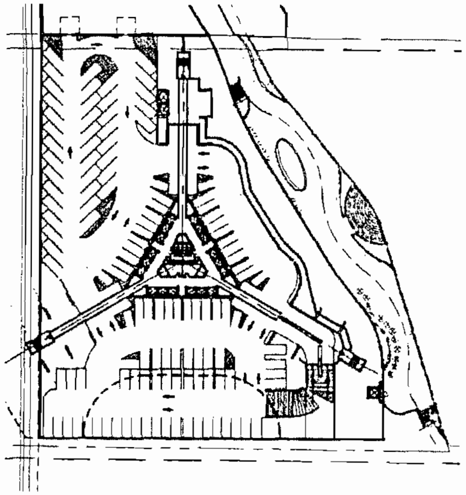
TWO-WAY 90-DEGREE PARKING

SCALE: 0 10' 20' 40'

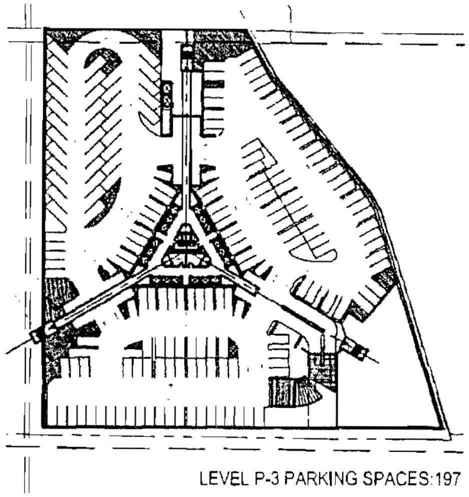
TOTAL PARKING – LEVELS P-1 & P-2: 259 SPACES
TOTAL PARKING – LEVELS P-3 & P-4: 394 SPACES



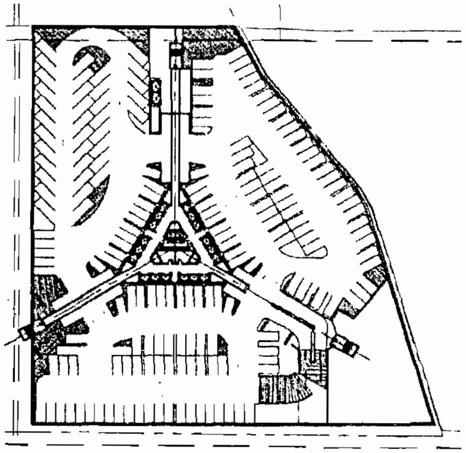
LEVEL P-1 PARKING SPACES:127



LEVEL P-2 PARKING SPACES:132



LEVEL P-3 PARKING SPACES:197



SUB-AREA 2 - LEVEL P-4 PARKING SPACES:197

SCALE 0 32' 64' 128'

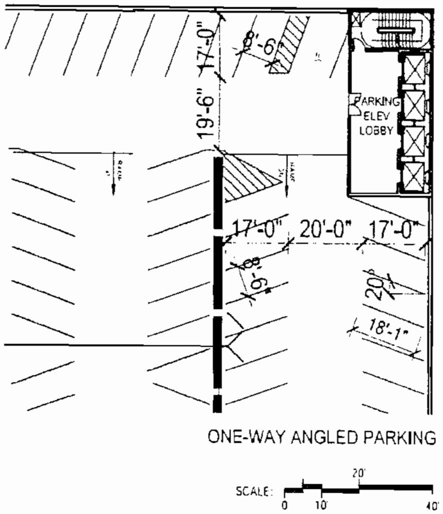
SUB-AREA 2

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

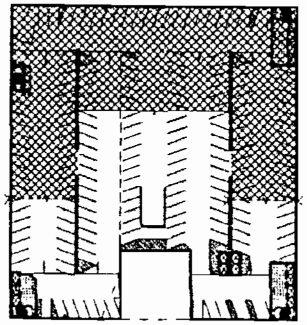
"Underground Parking" - FAR Bonus

Subarea 3 -- Underground Parking.

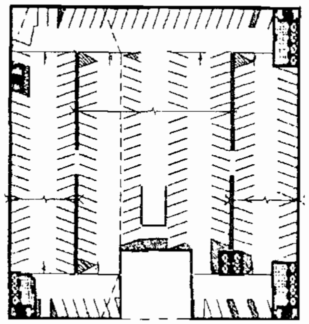
TYPICAL PARKING LAYOUT/DIMENSIONS


17'-0"
8'-6"
19'-6"
PARKING ELEV LOBBY
17'-0"
20'-0"
17'-0"
8'-6"
20'
18'-1"
SCALE:
0
10'
20'
40'

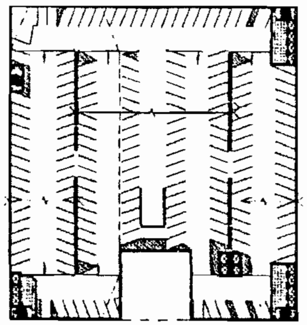
ONE-WAY ANGLED PARKING



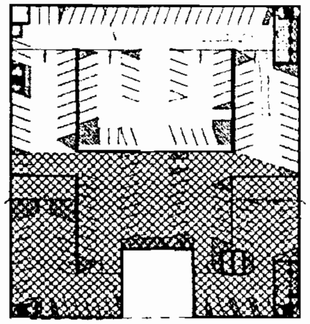
LEVEL P-1 PARKING SPACES:80



LEVEL P-2 PARKING SPACES:175



LEVEL P-3 PARKING SPACES:175



LEVEL P-4 PARKING SPACES:80

SCALE
0
32'
64'
128'

TOTAL PARKING -- LEVELS P-1 & P-2: 255 SPACES
TOTAL PARKING -- LEVELS P-3 & P-4: 255 SPACES

SUB-AREA 3

"Underground Parking" - FAR Bonus

Olde Chicago Post Office Development - Planned Development # 1065 Amendment Exhibits

Affordable Housing Profile
(Page 1 of 2)

Affordable Housing Profile Form (Rental)

Submit this form to the Department of Housing & Economic Development for any project that is subject to the Affordable Requirements Ordinance (ARO) and the Density Bonus.

This completed form should be returned (via e-mail, fax, postal service or interoffice mail) to: Kara Breems, Department of Housing & Economic Development, 121 N. LaSalle Street, Room 1000, Chicago, IL 60602. E-mail: [illegible]; Telephone: (312) 744-6746.

For information on these programs/requirements, contact Kara Breems [illegible]

Date: June [illegible], 2013

SECTION 1: DEVELOPMENT INFORMATION
Development Name: **Old Post Office**
Development Address: **404 W. Harrison Street, Chicago Illinois**
Ward: **25th Ward**
If you are working with a Planner at the City, what is his/her name? **Patrick Murphey**
Type of City involvement: Land write-down
(check all that apply) Financial Assistance (If receiving TIF assistance, will TIF funds be used for housing construction? [illegible])
X Zoning increase, PD, or City Land purchase
[illegible]

SECTION 2: DEVELOPER INFORMATION
Developer Name: **International Property Developers North America Inc.**
Developer Contact (Project Coordinator): **Sue Sadler, Sadler Management Services Limited**
Developer Address: **5th Floor, Orleans House, Edmund Street, Liverpool L3 9NG, England**
Email address: **[illegible]@sadlermanagement.co.uk** May we use email to contact you? **Yes**
Telephone Number: **0151 236 6815**

SECTION 3: DEVELOPMENT INFORMATION
a) Affordable units required

For **ARO** projects: ___ x 10% = ___ (always round up)
Total units Total affordable units required
*20% if TIF assistance is provided

For **Density Bonus** projects: **1,124,941 x 25% = 281,235**
Bonus Square Footage x 25% = Affordable Sq Footage required

[illegible]

b) Building details

In addition to water, which of the following utilities will be **included** in the rent (circle applicable)?
TBD

Cooking gas electric gas heat electric heat other (describe on back)

Is parking included in the rent for the affordable units? yes no If not included, what is the monthly parking fee? **TBD**

Affordable Housing Profile.
(Page 2 of 2)

Estimated date for the commencement of marketing: **TBD**

Estimated date for completion of construction of the affordable units: **TBD**

For each unit configuration, fill out a separate row, as applicable (see example).

	Unit Type*	Number of Units	Number of Bedrooms/Unit	Total Square Footage/Unit	Expected Market Rent	Proposed Affordable Rent*	Proposed Level of Affordability (60% or less of AMI)	Unit Mix OK to proceed?
Example	1 bed/1 bath	4	1	800	$1000	759	60%	
Affordable Units	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	**60%**	
Market Rate Units	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	N/A	N/A	
						N/A	N/A	
						N/A	N/A	

*Rent amounts updated annually in the "City of Chicago's Maximum Affordable Monthly Rent Chart"

SECTION 4: PAYMENT IN LIEU OF UNITS

When do you expect to make the payment -in-lieu? (typically corresponds with issuance of building permits) **TBD** Month/Year

For **ARO** projects, use the following formula to calculate payment owed:

__________ X 10% = __________ X $100,000 = $__________
Number of total units in development (round **up** to nearest whole number) Amount owed

For **Density Bonus** projects, use the following formula to calculate payment owed:

1,124,941 x **80%** x **$29.00** = **$26,098,631.00***
Bonus Floor Area (sq ft) median price per base FAR foot (*from table below*) Amount owed

***Please see attached schedule of the Density Bonus per each Phase of the Project**

Submarket (Table for use with the Density Bonus fees-in-lieu calculations)	**Median Land Price per Base FAR Foot**
Loop: Chicago River on north/west; Congress on south; Lake Shore Dr on east	$31
North: Division on north; Chicago River on south/west; Lake Shore Dr. on east	$43
South: Congress on north; Stevenson on south; Chicago River on west; Lake Shore Dr. on east	$22
West: Lake on north; Congress on south; Chicago River on east; Racine on west	$29

Authorization to Proceed (to be completed by Department of HED)

6-14-13 - with attachment

Kara Breems,
Department of Housing & Economic Development

date

Density Bonus Calculation Per Phase
(Page 1 of 2)

Schedule of Density Bonus Per Phase** of the Project

Sub-Area Two: North Tower Phase 1C Density Bonus Calculation

Density Bonus formula for maximum payment owed:

[illegible]	x	80%	x	$29.06	=	$[illegible]*
Bonus Floor Area (sq ft)				[illegible]		Amount Owed

*This amount owed represents the maximum payment owed if no affordable units were to be provided.

The North Tower Phase 1C requires a minimum amount of [illegible] square feet of affordable square footage to be provided in Phase 1C.

By way of example, the amount of the cash-in-lieu payment for Phase 1C would be as follows with the minimum amount of affordable square footage being provided ***

$[illegible]	x	([illegible] / [illegible])	=	$[illegible]
Max. In Lieu Payment		Unencumbered Allowable Floor Area		Amount Owed

Sub-Area Two: South Tower Phase 2 Density Bonus Calculation

Density Bonus formula for maximum payment owed:

[illegible]	x	80%	x	$29.06	=	$[illegible]*
Bonus Floor Area (sq ft)				median cost per base FAR foot		Amount Owed

*This amount owed represents the maximum in lieu payment if no affordable units were to be provided.

The South Tower Phase 2 requires a minimum amount of [illegible] square feet of affordable square footage to be provided in Phase 2.

By way of example, the amount of the cash-in-lieu payment for Phase 2 would be as follows with the minimum amount of affordable square footage being provided:

$[illegible]	x	([illegible] / [illegible])	=	$[illegible]
Max. In Lieu Payment		Unencumbered Allowable Floor Area		Amount Owed

Density Bonus Calculation Worksheet
(Page [illegible])

Sub-Area Three: West Tower Phase 3 Density Bonus Calculation

Density Bonus [illegible] (cash in lieu payment owed)

74,846	x 80% x	$35.00	=	$2,095,688
Bonus Floor Area (sq ft)		median land price per base FAR foot		Amount owed

This amount owed represents the maximum cash in lieu payment if no affordable [illegible] in this phase.

The West Tower Phase 3 requires a minimum amount of [illegible] square feet of affordable square footage to be provided in Phase 3.

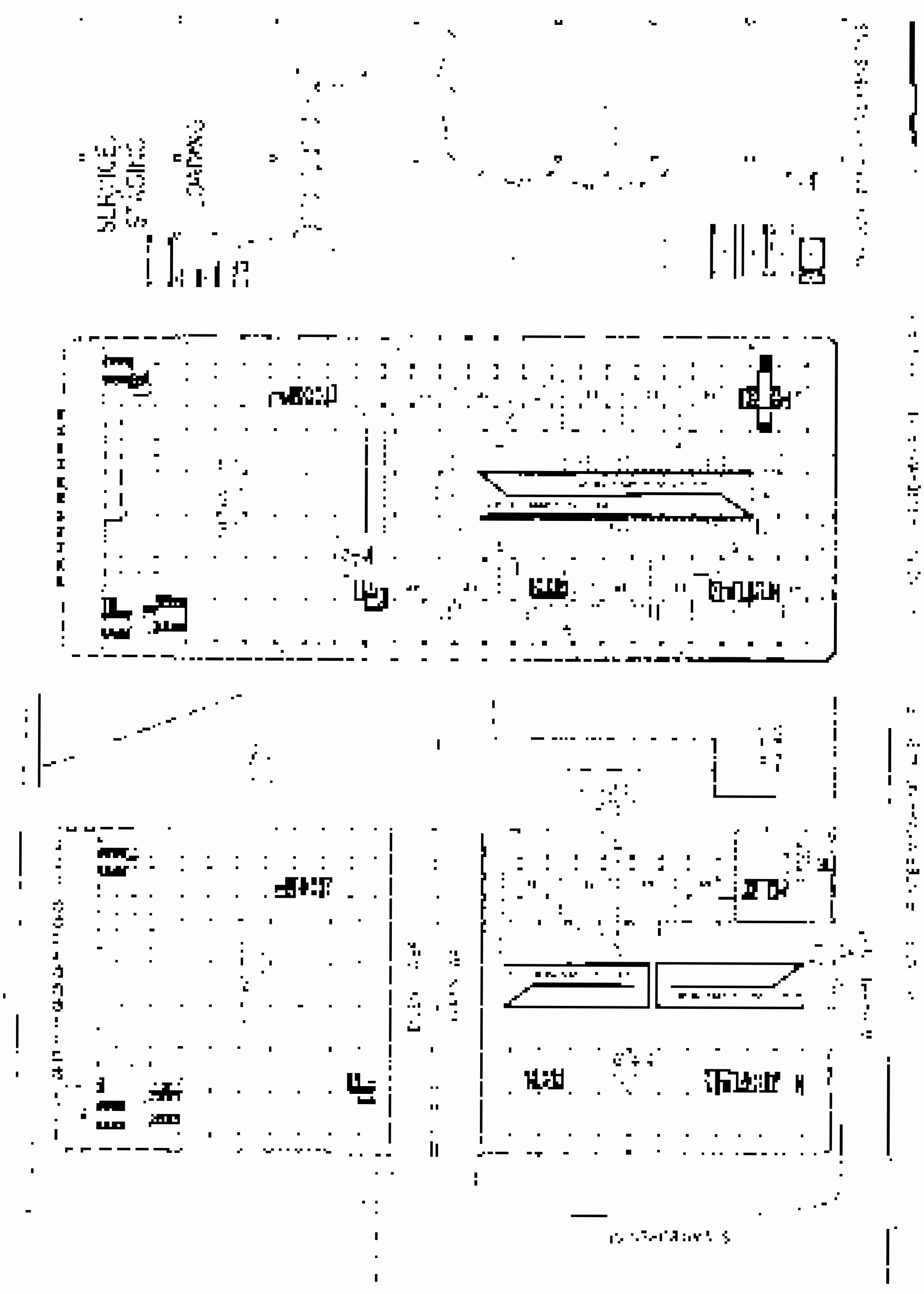
By way of example, the amount of the cash in lieu payment for Phase 3 would be as follows with the minimum amount of affordable square footage provided:

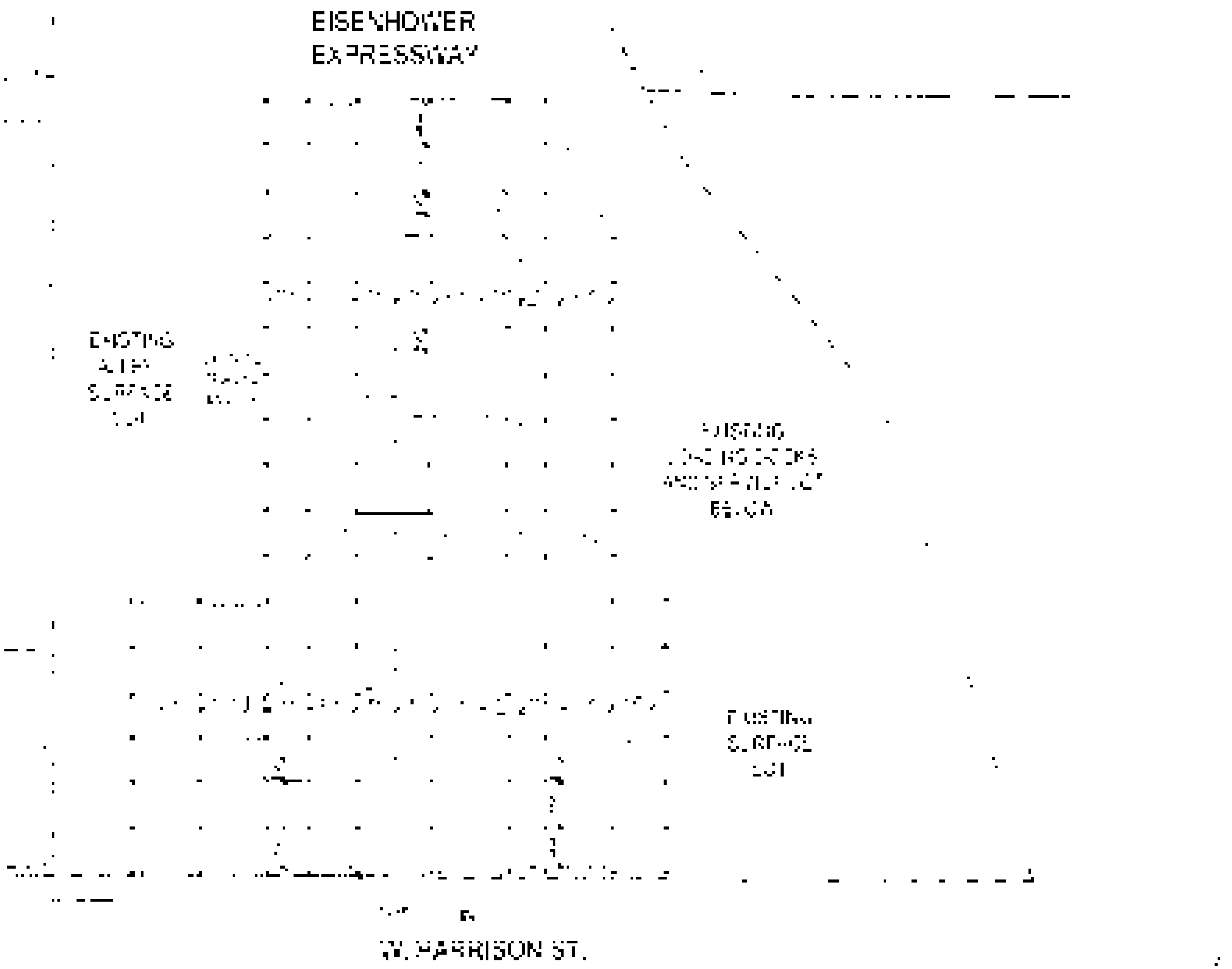
$2,095,688	x	[illegible]	$[illegible]
Max. In Lieu Payment		[illegible] Affordable Floor Area	Amount owed

** References to Phases corresponds to the Phases as set forth in the Bulk Regulation and Data Table

*** To calculate the cash in lieu payment for an individual Phase, it must be assumed that the Affordable Square Footage is fully provided for other two Phases.

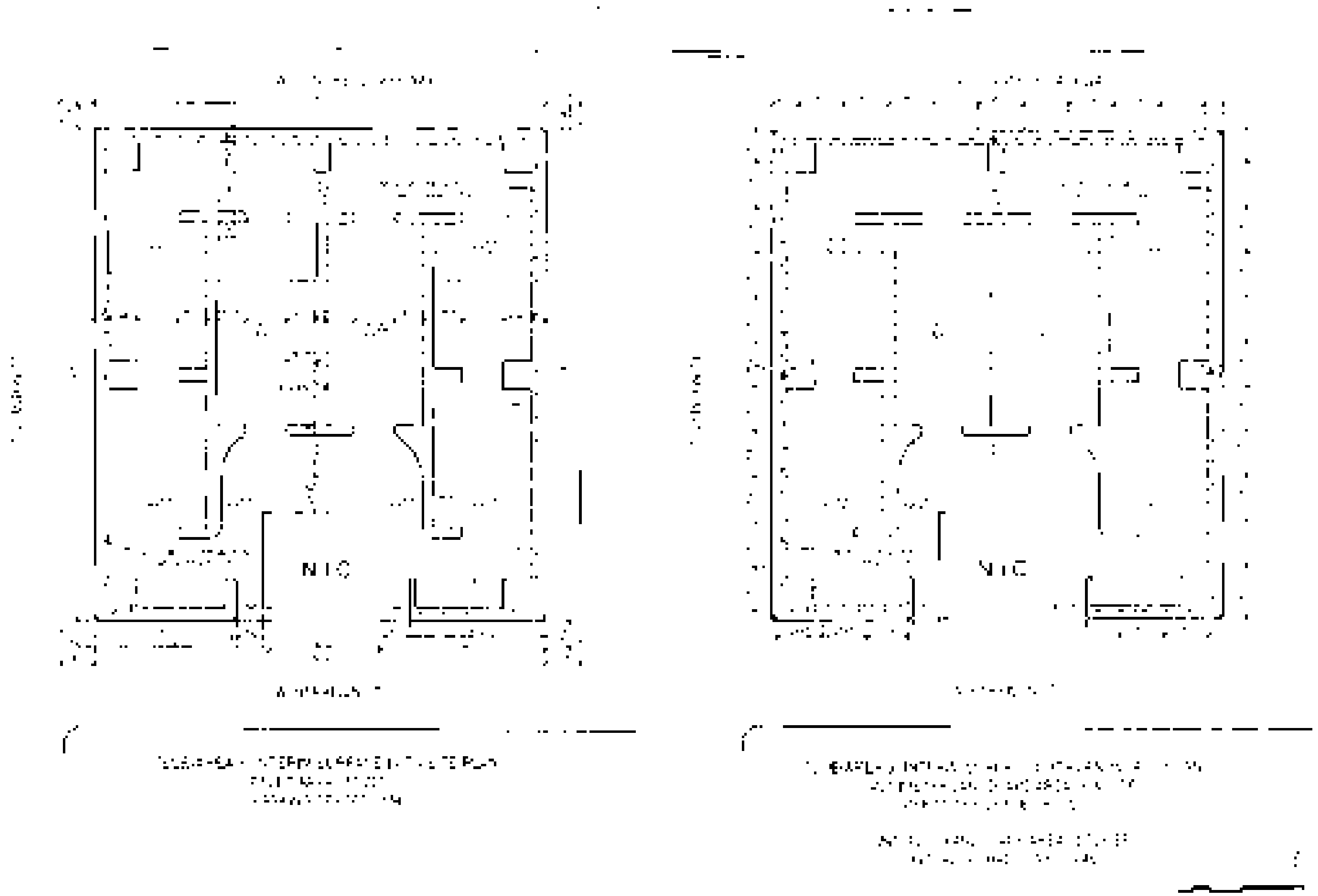
Subarea 1 Interim Parking Plan


SERVICE/ STAGING
LOADING


EISENHOWER EXPRESSWAY
EXISTING ALLEY SURFACE LOT
EXISTING LOADING DOCKS AND PARKING LOT BELOW
EXISTING SURFACE LOT
W. HARRISON ST.

Subarea 2 Interim Parking Plan

Subgrade 3 Interim Parking Plan



Old Chicago Post Office Development - Planned Development # 1045 Amendment Exhibits

AREA INFRASTRUCTURE IMPROVEMENTS EXHIBIT

INFRASTRUCTURE IMPROVEMENTS TO BE COMPLETED BY THE APPLICANT IN CONJUNCTION WITH THE DEVELOPMENT OF THE [illegible] PARKING [illegible]

Intersection	Improvements
Harrison Street/[illegible] Access Drive	- [illegible] the Planned Development [illegible]

INFRASTRUCTURE IMPROVEMENTS TO BE COMPLETED BY THE APPLICANT PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY FOR PHASE [illegible]

Intersection	Improvements
Harrison Street/Canal Street Harrison Street/Clinton Street Harrison Street/Jefferson Street Van Buren Street/Wacker Drive Van Buren Street/Canal Street [illegible] Congress Parkway Van Buren Street/Clinton Street Van Buren Street/Jefferson Street	- [illegible]
Harrison Street/[illegible] Street Harrison Street/Jefferson Street Van Buren Street/Wacker Drive Van Buren Street/Canal Street Van Buren Street/Clinton Street Van Buren Street/Jefferson Street	- [illegible] signals
Harrison Street, between Amtrak Parking Access Drive and Canal Street	- Provide [illegible]

[illegible]

Intersection	Improvements
Harrison Street / Canal Street	[illegible]
Van Buren Street / Canal Street	[illegible]
Canal Street / W. Congress Parkway	Provide [illegible] [illegible] W. Congress Parkway [illegible] [illegible] Remove approximately [illegible] on-street parking [illegible] W. Congress Parkway [illegible]
[illegible]	[illegible] W. Congress Parkway [illegible] Remove [illegible]
Van Buren Street / Clinton Street	Modify [illegible] Modify [illegible] Provide [illegible] [illegible]

Area Infrastructure Improvements
(Page 2 of 2)

All Area Infrastructure Improvement must be substantially completed prior to receipt of Certificate of Occupancy for their associated phase of the Planned Development. The Applicant acknowledges that such request for any associated Certificate of Occupancy must be made to the attention of, and approved by, the Commissioners of the Departments of Buildings, Housing and Economic Development and Transportation.

Reclassification Of Area Shown On Map No. 7-G.
(Application No. 17746)
(Common Address: 2554 -- 2556 N. Racine Ave.)

O2013-4907

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM5.5 Residential Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by

West Wrightwood Avenue; North Racine Avenue; a line 49.5 feet south of and parallel to West Wrightwood Avenue; and the public alley next west of and parallel to North Racine Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards, which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 148 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cardenas.

Page one also contains Mayoral Application Number 149 regarding the Central Area Parking District.

Page one also contains text amendment Number 145 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 154 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number [illegible] concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image displays over 100 square feet in size in [illegible] area.

Pages one through 15 contain several ordinances for zoning map amendments.

Page 15 contains two fee waivers for historical landmark designations. Page 15 also contains 11 sign orders for large signs over 100 square feet, one sign order for a substituted business identification sign. Page 15 also contains one business identification sign handled by the Clerk and failed to receive the Committee's recommendation and was voted "Do Not Pass".

Page 16 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 16 contains one order for an off-premises advertising sign which has not met the requirements and was voted "Do Not Pass".

Page 17 contains 43 business identification sign introductions, which all passed unanimously.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Mitchell, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Munoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colon, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following are said ordinances and substitute ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 2-F
(Application No. A-7913)
(Common Address: 738 -- 742 S. Dearborn St.)

[O2013-4897]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the Residential Planned Development Number 517 symbols and indications as shown on Map Number 2-F in the area bounded by:

a line 79.33 feet north of West Polk Street; South Dearborn Street; West Polk Street; and South Federal Street,

to those of a DX-12 Downtown Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 3-I
(Application No. 17767)
(Common Address: 2650 W. Haddon St.)

[O2013-4892]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-I in the area bounded by:

West Haddon Street; a line 75 feet east of and parallel to North Washtenaw Avenue; the public alley next south of and parallel to West Haddon Street; and a line 120 feet east of and parallel to North Washtenaw Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-G

(Application No. [illegible])

(Common Address: 1600 -- 1725 S. Peoria St.; 1600 -- 1724 S. Newberry Ave.; [illegible] W. 18th St. And [illegible] W. 16th St.)

[O2013-[illegible]]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Planned Development Number 1017 District symbols and indications as shown on Map Number 4-G in the area bounded by:

> West 16th Street; South Newberry Avenue; a line 264.50 feet south of West 16th Street; a line 66 feet west of South Newberry Avenue; the public alley next north of and parallel to West 18th Street; a line 261.14 feet east of and parallel to South Peoria Street; West 18th Street; and the north boundary line of the Chicago, Burlington and Quincy Railroad right-of-way,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-G

(Application No. [illegible])

(Common Address: 1043 -- 1045 W. 19th St.)

[O2013-[illegible]]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT-4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-G in the area bounded by:

> West 19th Street; a line 125.0 feet east of and parallel to South Loomis Street; the alley immediately south of and parallel to West 19th Street; and the alley immediately east of and parallel to South Loomis Street,

to those of a C1-2 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-J.

(Application No. 17759)

Common Address: 3105 W. Cermak Rd.

[O2013-4645]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols as shown on Map Number 4-J in the area bounded by:

> the public alley next north of and parallel to West Cermak Road; a line 77.35 feet west of and parallel to South Albany Avenue; West Cermak Road; and a line [illegible].35 feet and west of and parallel to South Albany Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 4-J.

(Application No. 17754)

Common Address: 3115 -- 3125 W. Cermak Rd.

[O2013-4654]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

> the alley next north of and parallel to West Cermak Road; a line [illegible] feet east of and parallel to North Troy Street; West Cermak Road; and North Troy Street,

to those of a C1-2 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-I.

(Application No. 17763)
(Common Address: 3051 W. Cullerton St.)

[O2013-4948]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-I in the area bounded by:

> a line 87.50 feet east of and parallel to South Albany Avenue; West Cullerton Street; the alley next east of and parallel to South Albany Avenue; and a line 97.00 feet south of and parallel to West Cullerton Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-G.

(Application No. 17761T1)
(Common Address: 1905 -- 1907 N. Bissell St.)

[SO2013-4946]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 5-G in the area bounded by:

> a line 74.82 feet north of and parallel to West Wisconsin Street; a public alley next east of and parallel to North Bissell Street; a line 24.91 feet north of and parallel to West Wisconsin Street; and North Bissell Street,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

[Supplemental Submission Type 1 Rezoning for 1905-1907 North Bessell Street;
Property Characteristics; North, South, East and West Elevations;
Third Floor, Fourth Floor, and Roof Deck plans; Basement,
First and Second Floor Plans; Site Plans, Plat of
Survey; and Street Elevation attached
to this ordinance printed on pages
58411 through 58419
of the *Journal*.]

Supplemental Submittal Type 1 Rezoning For
1625 – 1631 North [illegible] Street

PROJECT DESCRIPTION	Zoning Change from RT-4 to RM-5
Proposed Land Use	The subject proposed zoning is to split a lot and build a new 3-dwelling unit residential building. The existing building will remain and will be converted from 7DU to 5DU.
Floor Area Ratio	Lot area: 3,112 sf each lot Existing Building Gross Area: 6,780 sf Existing Building FAR: 2.2 Proposed Building Gross Area: 5,802 sf Proposed Building FAR: 1.9
Density	1,037 sf per DU
Off - Street parking:	3 parking spaces for each building
Set Backs	Existing Building Front: 9'-6" Side: 0' (North), 2'-7" (South) Rear: 36'-2" Proposed Building Front: 6'-4" Side: 3' (North), 2' (South) Rear: 37'-6"
Building Height	Existing Building: 51' Proposed Building: 42'

Property Characteristics.

14324080250000 04/22/2008

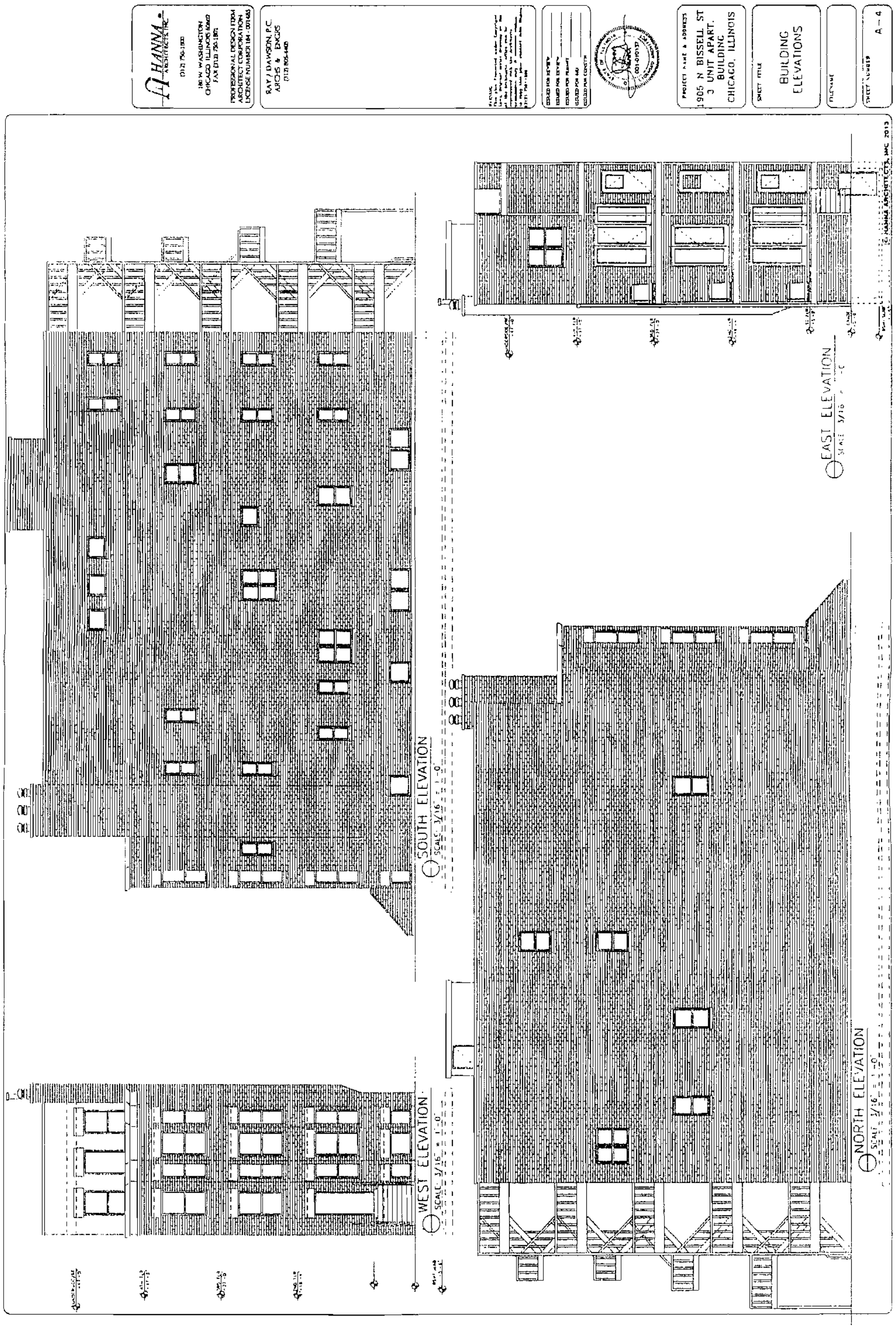
Description	Value
PIN:	14-32-408-025-0000
Address:	1907 N Bissell St
City:	Chicago
Township:	North Chicago
erty Classification:	2-11
quare Footage:	6,250 (Land)
NBHD:	12
Taxcode:	74001

Assessed Valuation

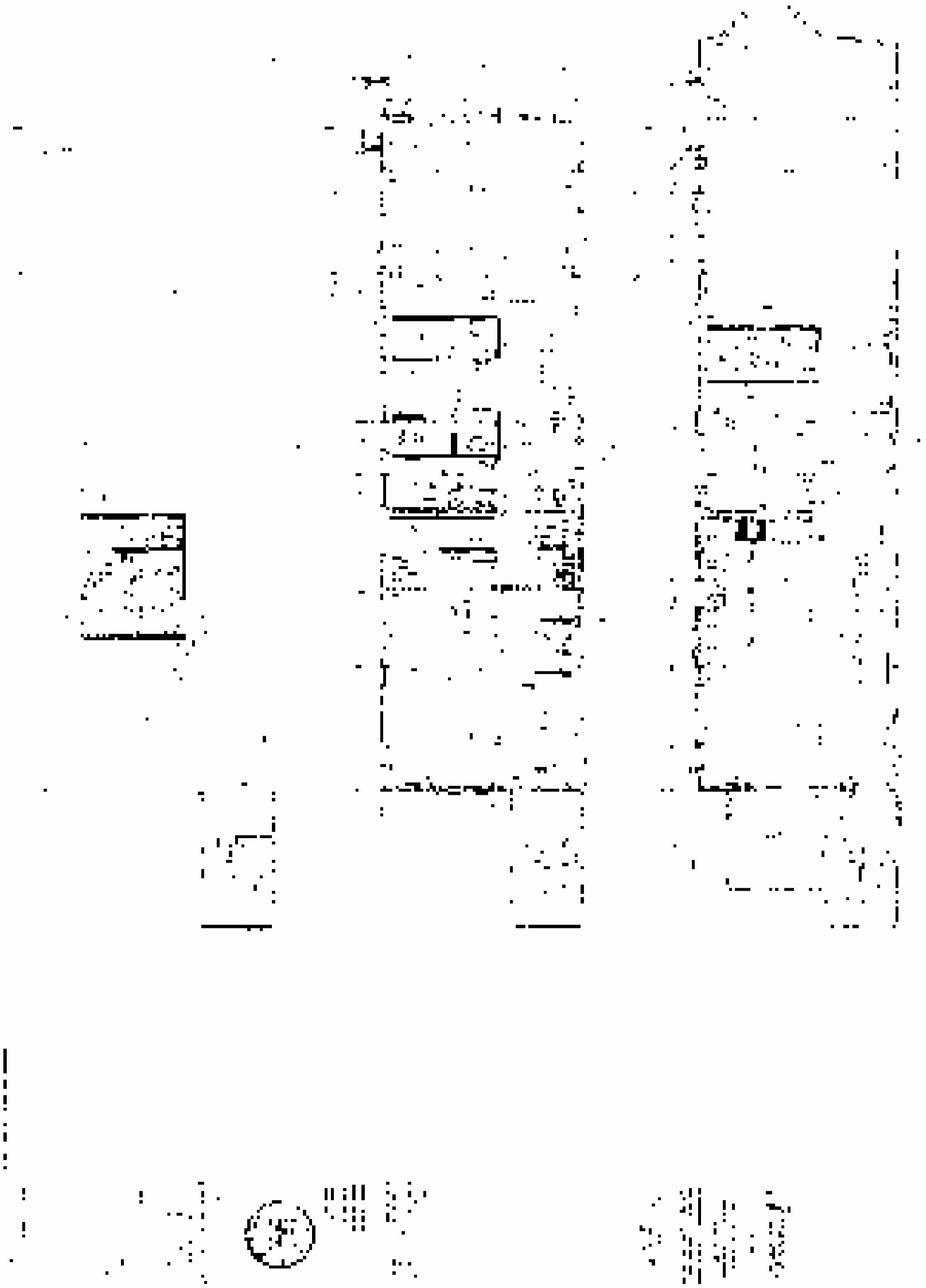
Description	2012 Board Certified Assessment	2011 Board of Review Certified
1 Assessed Value	$43,750	$46,875
ilding Assessed Value	$81,893	$96,600
l Assessed Value	$125,643	$143,475

Property Characteristics

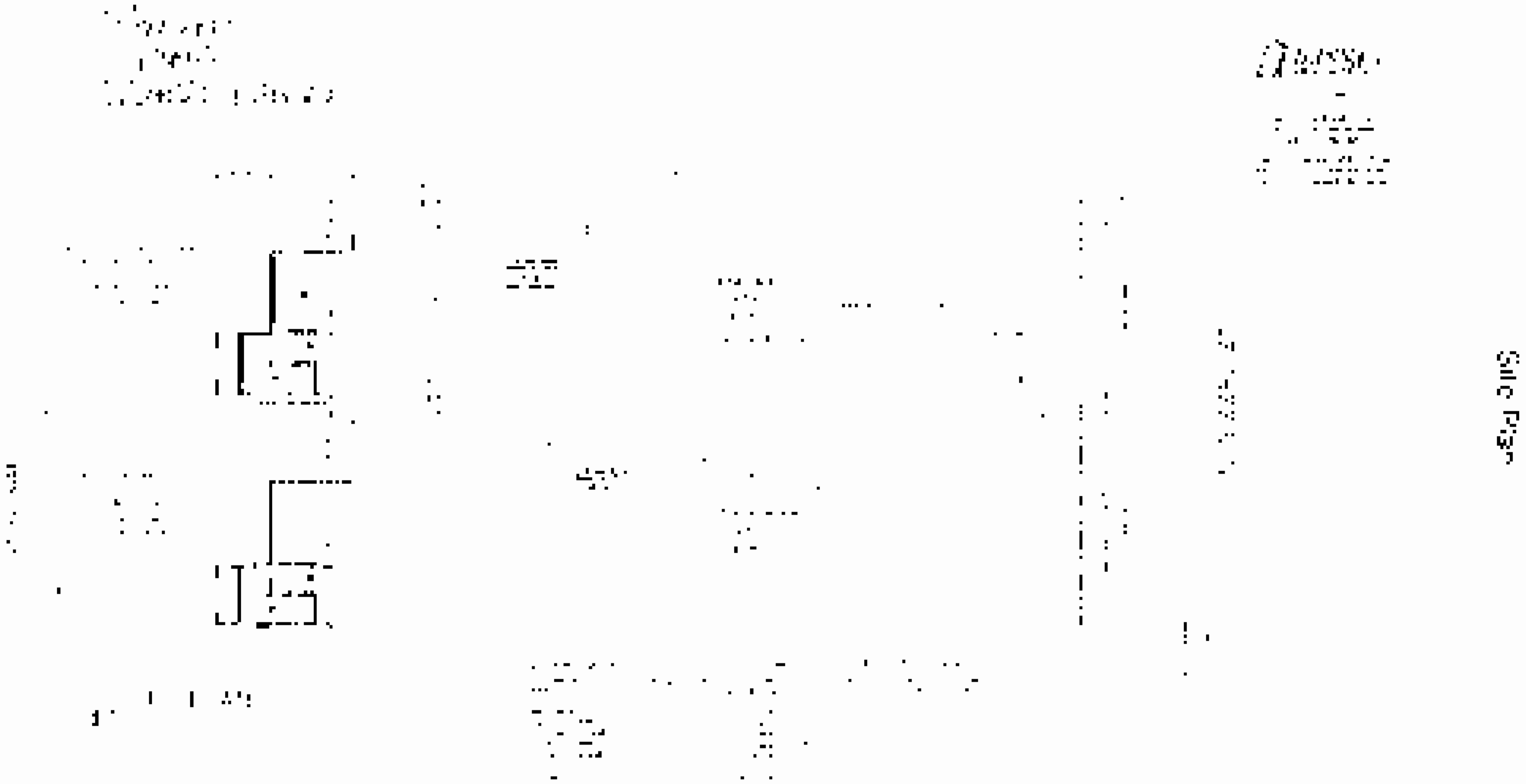
North, South, East And West Elevations.


HANNA ARCHITECTS, INC.
180 W. WASHINGTON
CHICAGO, ILLINOIS
PROFESSIONAL DESIGN FIRM
ARCHITECT CORPORATION
RAY J. DAWSON, P.C.
ARCHS & ENGRS
ISSUED FOR REVIEW
ISSUED FOR PERMIT
ISSUED FOR BID
ISSUED FOR CONSTR
PROJECT NAME & ADDRESS
1905 N BISSELL ST
3 UNIT APART.
BUILDING
CHICAGO, ILLINOIS
SHEET TITLE
BUILDING
ELEVATIONS
FILENAME
SHEET NUMBER
A-4
EAST ELEVATION
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"
WEST ELEVATION
SCALE: 3/16" = 1'-0"
NORTH ELEVATION
SCALE: 3/16" = 1'-0"
© HANNA ARCHITECTS, INC 2013

Third Floor, Fourth Floor And Roof Deck Plans

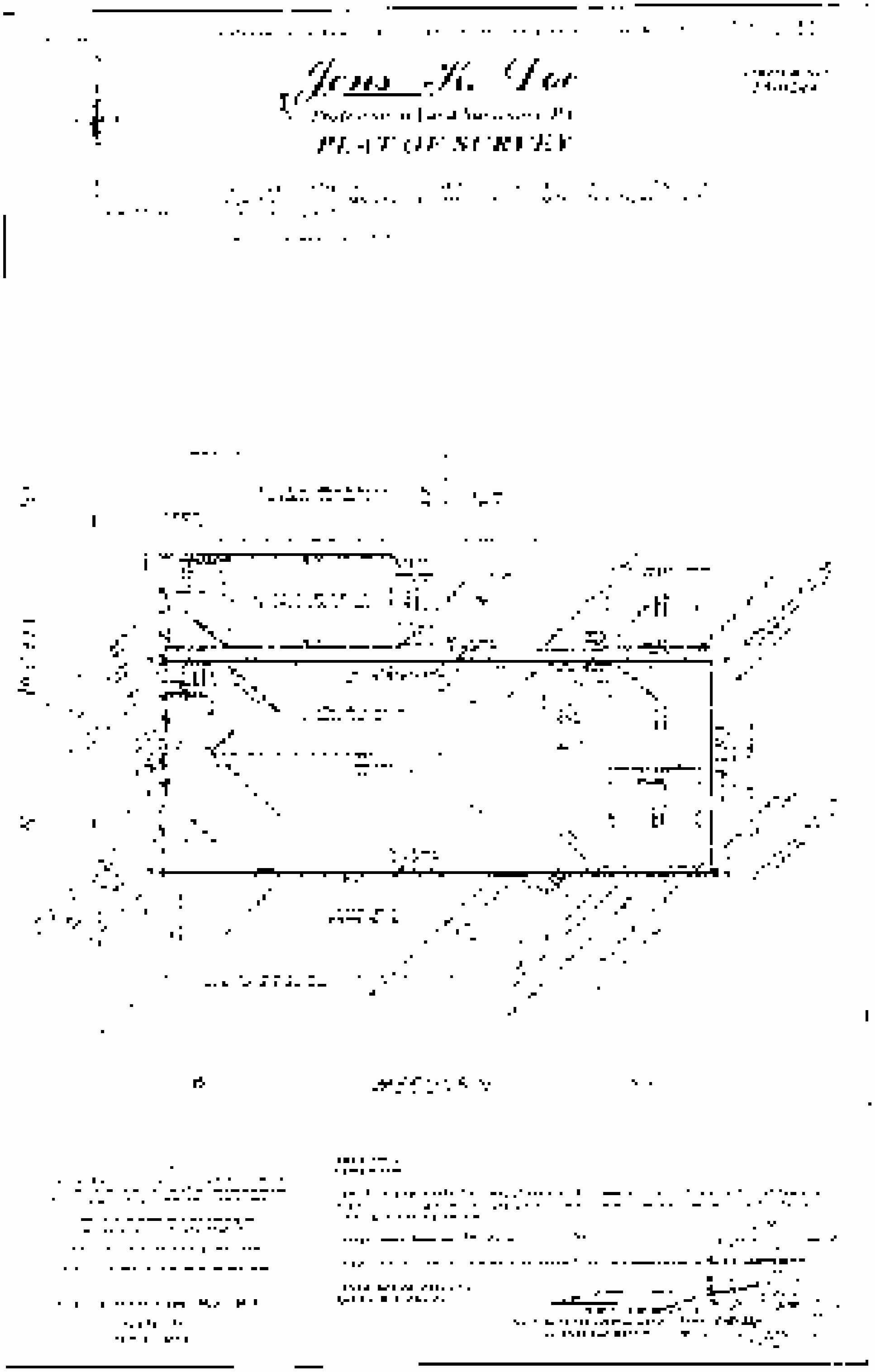


Basement, First And Second Floor Plans

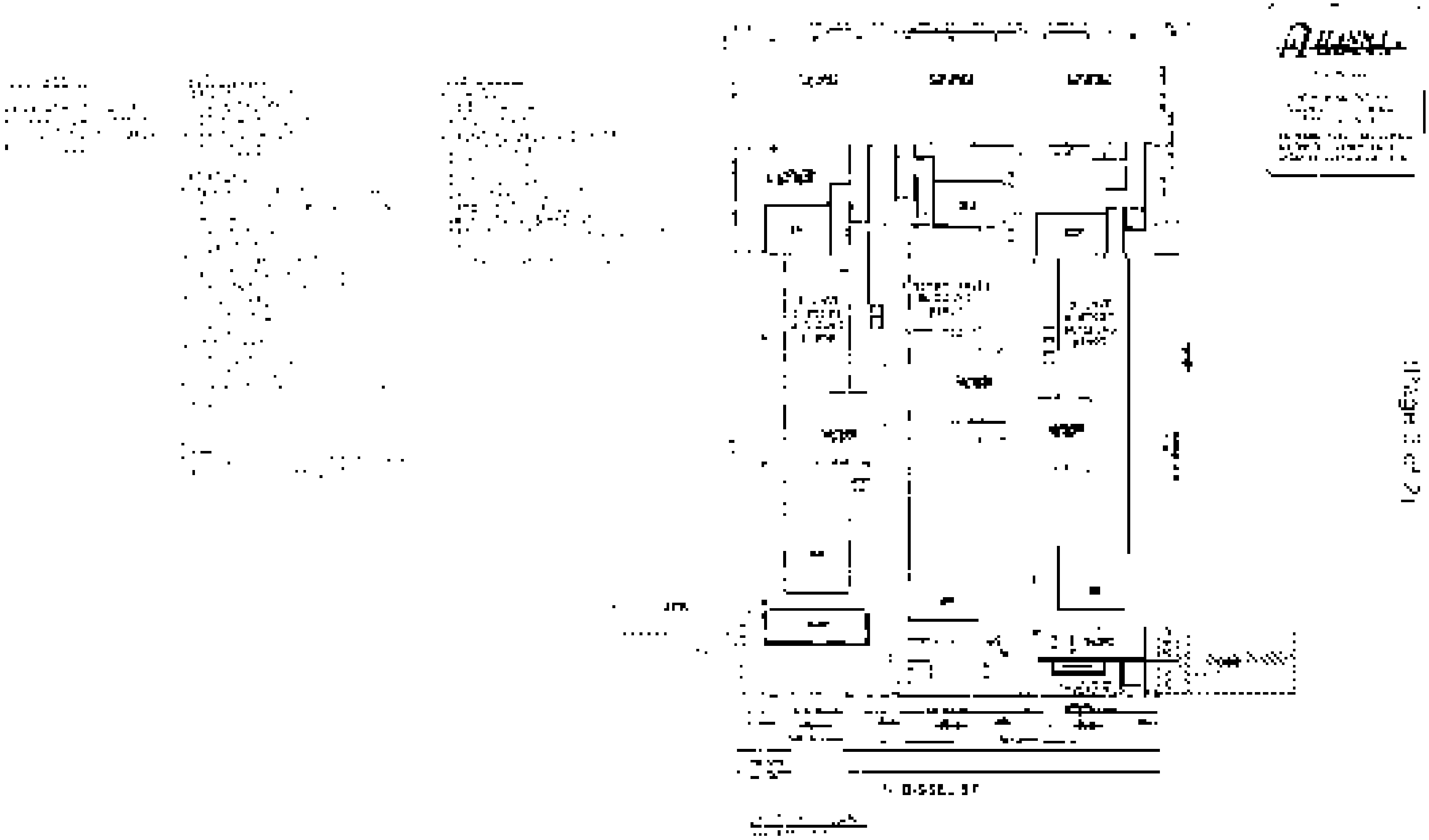


1905 N BISSELL AVE.

Plat Of Survey
(Page 1 of 2)

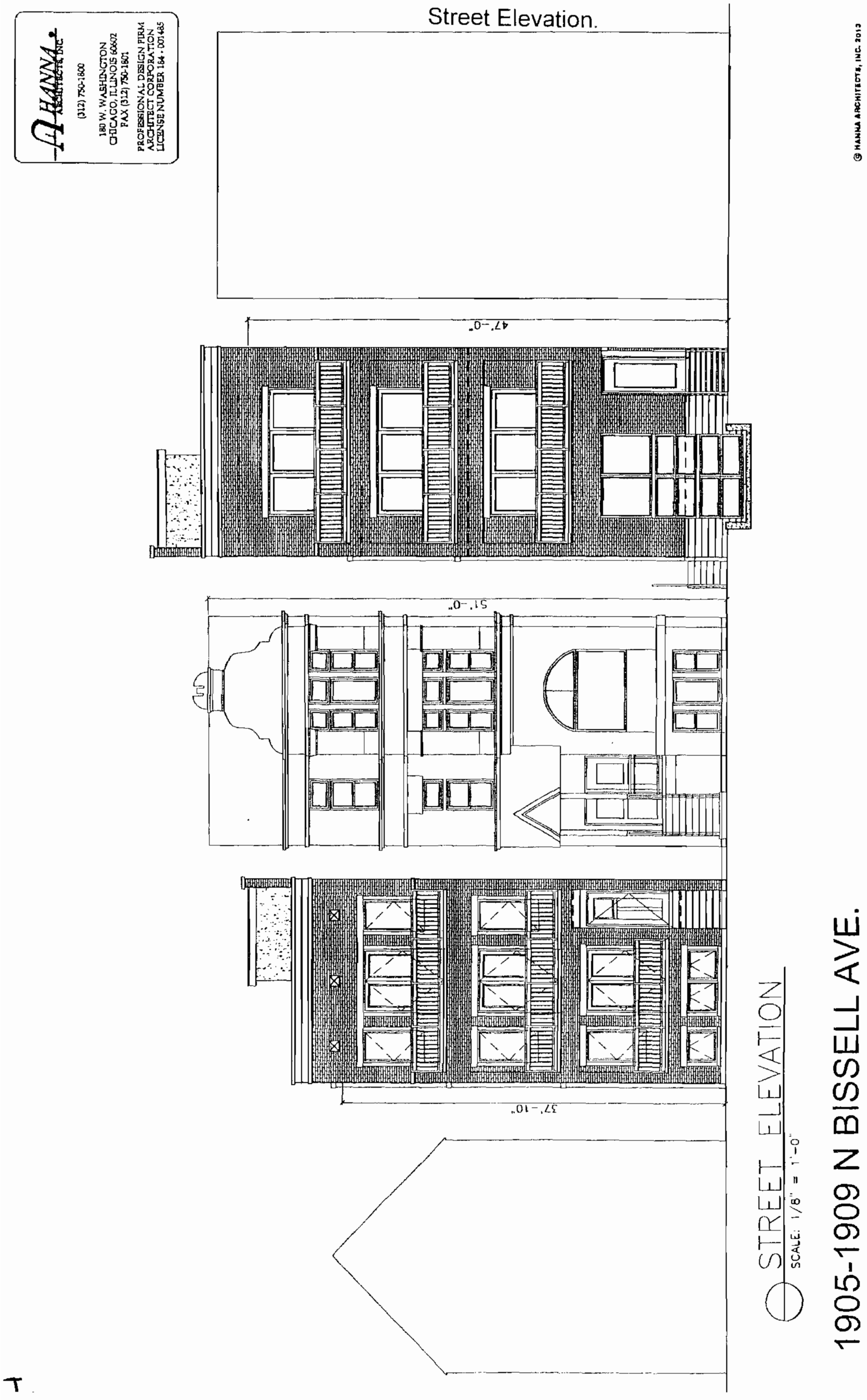


Jens K. Doe
Professional Land Surveyors, P.C.
PLAT OF SURVEY


N BISSELL ST

Site Plan
(Page 3 of 21)

1905-1909 N BISSELL AVE.


Street Elevation.
47'-0"
51'-0"
37'-10"
STREET ELEVATION
SCALE: 1/8" = 1'-0"
1905-1909 N BISSELL AVE.
HANNA ARCHITECTS, INC.
(312) 750-1800
180 W. WASHINGTON
CHICAGO, ILLINOIS 60602
FAX (312) 750-1801
PROFESSIONAL DESIGN FIRM
ARCHITECT CORPORATION
LICENSE NUMBER 184 - 001485
© HANNA ARCHITECTS, INC. 2013

Reclassification Of Area Shown On Map No. 5-J

Application No. 17751

Common Address: 3700 - 3712 And 3714 W. Addison St.

[O2013-4796]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District and B3-1 Community Shopping District symbols and indications as shown on Map Number 5-J in the area bounded by:

Beginning at the alley next north of and parallel to West Addison Street; North Avers Avenue; North Lawndale Avenue; West Addison Street; a line 174.5 feet west of the intersection of North Avers Avenue and North Lawndale Avenue as measured along the north right-of-way line of West Addison Street and perpendicular thereto. To Begin,

to those of a B3-1 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 5-H

Application No. 17724

Common Address: 1706 N. Damen Ave.

[O2013-3027]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 5-H in the area bounded by:

a line 99.17 feet north of and parallel to West Wabansia Avenue; North Damen Avenue; a line 74.00 feet north of and parallel to West Wabansia Avenue; and the public alley next west of and parallel to North Damen Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 5-J
(Application No. A-7916)
Common Address: 2510 -- 2520 W. Cortland St.

[O2013-[illegible]]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 5-J in the area bounded by:

> the public alley next north of and parallel to West Cortland Street; a line 95.5 feet west of and parallel to North Campbell Avenue; West Cortland Street; and a line 215 feet west of and parallel to North Campbell Avenue,

to those of an RS-3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 5-M
(Application No. [illegible])
Common Address: 5702 -- 5710 W. North Ave.

[O2013-[illegible]]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 5-M in the area bounded by:

> the alley next north of and parallel to West North Avenue; North [illegible] Avenue; West North Avenue; and a line 131.57 feet west of and parallel to North [illegible] Avenue,

to those of a C1-1 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

(Application No. 17764)
(Common Address: 1122 W. Fullerton Ave.)

[O2013-4950]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

> the alley next north of and parallel to West Fullerton Avenue; a line 223.3 feet west of and parallel to North Seminary Avenue; West Fullerton Avenue; and a line 248.3 feet west of and parallel to North Seminary Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-I.

(Application No. 17757)
(Common Address: 3001 N. California Ave.)

[O2013-4942]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 7-I in the area bounded by:

> a line 157.30 feet north of and parallel to West Wellington Avenue; the alley next east of and parallel to North California Avenue; West Wellington Avenue; and North California Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-L.

(Application No. 17762)

(Common Address: 2917 -- 2939 N. Central Ave.)

[O2013-4947]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 7-L in the area bounded by:

> a line 430.33 feet north of and parallel to West George Street; the public alley next east of and parallel to North Central Avenue; a line 154.72 feet north of and parallel to West George Street; and North Central Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 7-N.

(Application No. 17752)

(Common Address: 6701 W. Belmont Ave.)

[O2013-4167]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-N in the area bounded by:

> West Belmont Avenue; North Normandy Avenue; the public alley next south of and parallel to West Belmont Avenue; and North Rutherford Court,

to those of a B3-1 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 8-H
(Application No. A-7911)
(Common Address: 2001 -- 2011 W. 35th St.)

[O2013-4841]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-H in the area bounded by:

> West 35th Street; South Damen Avenue; the perpendicular public alley to South Seeley Avenue that is next south of and parallel to West 35th Street; and a line 146 feet east of and parallel to South Seeley Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 8-H
(Application No. A-7912)
(Common Address: 2025 W. 35th St.)

[O2013-4842]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-H in the area bounded by:

> a line 24 feet west of and parallel to South Damen Avenue; the perpendicular public alley to South Seeley Avenue that is next south of and parallel to West 35th Street; South Seeley Avenue; and West 35th Street,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.

(As Amended)

(Application No. [illegible])

(Common Address: 1060 W. Addison St.; 3535 -- 3659 N. Clark St.; 1101 -- 1103 W. Waveland Ave.; 3601 -- 3658 N. Clifton Ave.; And 3616 -- 3640 N. Clark St.)

[illegible]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the RT-4 Residential Two-Flat, Townhouse and Multi-Unit District, Entertainment and Spectator Sports Planned Development Number 958 and B3-2 Community Shopping District symbols and indications as shown on Map 9-G in the area bounded by:

> a line 103.78 feet north of and parallel to West Waveland Avenue; a line 120.00 feet east of and parallel to North Clifton Avenue; West Waveland Avenue; North Sheffield Avenue; West Addison Street; the public alley next west of and parallel to North Clark Street; the north right-of-way line of West Patterson Avenue; North Clark Street; West Waveland Avenue; and North Clifton Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-1 Motor Vehicle-Related Commercial District symbols and indications as shown on Map 9-G in the area bounded by:

> a line 103.78 feet north of and parallel to West Waveland Avenue; a line 120.00 feet east of and parallel to North Clifton Avenue; West Waveland Avenue; North Sheffield Avenue; West Addison Street; the public alley next west of and parallel to North Clark Street; the north right-of-way line of West Patterson Avenue; North Clark Street; West Waveland Avenue; and North Clifton Avenue,

to those of Entertainment and Spectator Sports Planned Development Number 958, as amended.

SECTION 3. This ordinance shall take effect upon its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Entertainment And Spectator Sports Planned Development No. 958, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Entertainment and Spectator Sports Planned Development Number 958, as amended (the "Planned Development") consists of a net site area of approximately five hundred nine thousand nine (509,009) square feet (11.69 acres) of property, including approximately 34,618 square feet to be vacated, all as depicted on the attached Planned Development Boundary and Property Line Map and Right-of-Way Adjustment Map (the "Property"). The term "Property" shall also be deemed to include certain air rights to be vacated, as shown on the Right-of-Way Adjustment Maps included as part of the Plans (defined below); provided, however, the square footage of such vacated air rights shall not be included in the calculation of net site area. The "Applicants" for purposes of this Planned Development are Wrigley Field Holdings LLC and Wrigley Field Parking Operations LLC as the owners of Subarea A, Triangle Property Holdings LLC and Wrigley Field Parking Operations LLC as the owners of Subarea B, Wrigley Field Parking Operations LLC as the owner of Subarea C and North Clark Street LLC as the owner of Subarea D. As used in this Planned Development, the term "Applicant" or "Applicants" means the Applicants collectively, or individually with respect to individual subareas or the improvements thereto and uses thereof, as the context requires.

2. Applicant shall obtain all applicable official reviews, approvals, permits and/or agreements which are required to implement this plan of development. Any dedication or vacation of streets, alleys or easements or any adjustment of or privileges to use rights-of-way shall require a separate approval by the City Council, provided however the right-of-way adjustments shown on the Right-of-Way Adjustment Plan shall be approved by the Department of Housing and Economic Development (the "Department"), the Department of Transportation and any other City agency with review authority, subject to these statements and the requisite approval of the City Council. Subject to site plan approval by the Department, Applicant shall have the right to construct a pedestrian bridge over Clark Street and a deck over North Patterson Avenue in substantial conformance with the Plans. This Planned Development is intended to encourage economic development at the site and in its immediate vicinity.

3. The requirements, obligations and conditions of this Planned Development shall be binding upon Applicant, its successors and assigns and, if different than Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to Applicant shall inure to the benefit of Applicant's successors and assigns and, if different than Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of any subsequent application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

4. This Plan of Development consists of these nineteen (19) statements and the following exhibits (collectively, the "Plans"):

   (a) Bulk Regulations and Data Table;

   (b) Existing Land-Use Map prepared by VOA Associates, Inc. and dated July 18, 2013;

   (c) Existing Zoning Map;

   (d) Planned Development Boundary and Subarea Boundary Map, consisting of two (2) pages, prepared by VOA Associates, Inc. and dated July 18, 2013;

   (e) Right-of-Way Adjustment Maps, prepared by VOA Associates, Inc., consisting of eight (8) pages, prepared by VOA Associates, Inc. and dated July 18, 2013;

   (f) Site plans, landscape plans, landscape details, building elevations, expansion plans, other drawings and plans and Preliminary Design Brief, consisting of forty-eight (48) pages, prepared by VOA Associates, Inc. and dated July 18, 2013; and

   (g) Planned Development Signage Matrix, consisting of six (6) pages, prepared by VOA Associates, Inc. and dated July 18, 2013 (the "PD Signage Matrix").

   Full-sized copies of the Plans are on file with the Department. Any interior demising walls and other interior improvements and spaces shown on the Plans are for information only, and this Planned Development shall not be deemed to limit or prescribe the location of interior demising walls or other interior improvements or spaces.

   This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a planned development. The provisions of this Planned Development are intended to apply to the Property and are in lieu of any conflicting, inconsistent or more restrictive provisions of the Chicago Zoning Ordinance.

5. The following uses are allowed in the areas delineated herein as Entertainment and Spectator Sports Planned Development Number 958, as amended (including all subareas as designated herein): all uses allowed in a C2-5 Motor Vehicle-Related Commercial District, including, without limitation, and in addition, as applicable: entertainment and spectator sports establishments of any capacity, other than inter-track wagering facilities; lighting for night events; seasonal lighting; special events and entertainment (including, without limitation, live and recorded musical performances and concerts; theater and movies; sports tournaments, competitions and exhibitions not limited to baseball and including sports such as football, softball, basketball, volleyball, hockey, cycling and extreme sports exhibitions such as "X Games"); permanent, semi-permanent, temporary and portable concessions, vendors, carts, catering, kiosks and trolleys; food trucks; farmer's markets; outdoor music; public performances; dining and picnic areas; general retail sales; food and beverage sales (including liquor); restaurants; taverns (including, without limitation, bars and night clubs); hotels; offices;

at-grade, terrace and rooftop outdoor patios; plazas and open space; sidewalk cafes; public address and sound systems; stadium suites; team and other service uses such as clubhouses, locker rooms, batting cages, media rooms, player lounge and related services and facilities; banquet, conference and meeting halls; scoreboards; lodges and private clubs; beer gardens; sponsorships; co-located and freestanding broadcast and telecommunications equipment and facilities (including earth station receiving dishes); generators and other power generating facilities; ticket offices, ticket sales and ticket agencies; ticket brokers; public and civic uses (including, without limitation, museums, fund-raisers and other non-profit events); pyrotechnic displays (but not in connection with baseball games, other than for playoffs/post-season, All Star Game, Opening Day and Fourth of July, all subject to applicable permit approval); community centers; participant sports and recreation (including, without limitation, health clubs, ice rink, and sports); personal services (including, without limitation, spas); accessory and non-accessory parking; outdoor staging and parking of commercial and communications vehicles; the existing off-premises billboard advertising sign in Subareas C and D; any use identified in the Plans not set forth herein; and accessory uses. In the event any provisions of this Planned Development conflict with the Night Game Ordinance (the ordinance adopted on June 5, 2013 and set forth in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 54974 through 54982), as the same may be amended from time to time, the provisions of the Night Game Ordinance, as may be amended, shall govern.

The following uses in the C2-5 Motor Vehicle-Related Commercial District are prohibited: uses in the residential use group, adult use, stables, day labor employment agency, inter-track wagering facility, pay day loan store, pawn shop, poultry (including slaughtering with associated retail sales), funeral and internment services, gas stations, urban farms, construction sales and service, and hookah bars.

Subject to compliance with Statement 18, portions of the Property may be utilized on an interim basis for accessory and non-accessory parking, construction staging, construction support activities and the storage of construction materials for the various stages of development of the Property. All allowed uses of the Property may be operated indoors and outdoors.

6. In Subarea A, exterior on-premises signs are permitted subject to the review and approval of the Department and, if applicable, the Commission on Chicago Landmarks.

   In Subarea B, exterior on-premises signs are permitted subject to the review and approval of the Department.

   In Subarea C, exterior on-premises signs are permitted subject to the review and approval of the Department. Notwithstanding any provision of this Planned Development to the contrary, the existing off-premises billboard sign is permitted. In Subarea D, exterior on-premises signs are permitted subject to the review and approval of the Department. Notwithstanding any provision of this Planned Development to the contrary, the existing off-premises billboard sign is permitted prior to development of Subarea D as contemplated herein.

   All Subareas: Notwithstanding the foregoing, the Department shall approve all signs substantially conforming to the PD Signage Matrix. The PD Signage Matrix is incorporated herein and is hereby approved as an integral part of this Planned Development, the proposed expansion and renovation of Wrigley Field, and development and redevelopment of the Property as contemplated herein.

For the purposes of this Planned Development, any sign which identifies the name or sponsorship of any structure or designated area within the Property, such as "Captain Morgan Club", or any sponsor of the baseball team operating in the ballpark, or any sponsor of a retail showcase or other space within the Property, shall be deemed an on-premises sign and may be located in any subarea. Maximum total sign area shall be determined as set forth in the PD Signage Matrix. Interior signs are permitted and nothing in this Planned Development shall regulate any interior sign. Specifically, but without limitation, Applicant shall have the right to expand the Wrigley Field bleachers to install (i) a new video board in left field, which may include an LED sign, a neon illuminated sign above it and two light towers to assist in outfield lighting; and (ii) a neon sign in right field, which signage has been approved by the Commission on Chicago Landmarks and, in addition to being part of the bleacher expansion, and along with all other signage contemplated by this Planned Development, is integral to the expansion and renovation of Wrigley Field and the (development and redevelopment of the Property as contemplated herein. In furtherance of the foregoing, and for the avoidance of doubt, a sign shall be deemed interior and inside Wrigley Field if: (1) the message face and the primary vertical structural supports of such sign are located entirely within the property lines of Subarea A (which property lines include vacated air rights); and (2) the primary audience for such sign is persons viewing (in person or on television) events inside the ballpark, regardless of whether the sign or any part thereof is legible or can be seen from the exterior of the ballpark or any adjacent right-of-way.

Signs set forth in the PD Signage Matrix, including, without limitation, all existing signs, are permitted and approved, subject where applicable to the review and approval of the Commission on Chicago Landmarks (i.e., signs attached to Protected Features of Wrigley Field). The Commission on Chicago Landmarks has approved a Master Sign Program governing certain signage in Subarea A. Nothing in this Planned Development or the PD Signage Matrix shall be deemed to regulate or limit any other sign exempt from regulation under Section 17-12-0500 of the Chicago Zoning Ordinance, or incidental, temporary and special events signage.

Solely as applied to the Property, this Planned Development and the PD Signage Matrix shall supersede any provisions of Title 17 of the Chicago Municipal Code which are inconsistent or in conflict with or more restrictive than the PD Signage Matrix, including, without limitation, Chapter 17-12 of the Zoning Ordinance.

7. Off-street parking and off-street loading shall be provided in compliance with the Bulk Regulations and Data Table and any exhibits attached hereto.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of final design and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Any changes to ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department.

9. As part of this Planned Development, infrastructure improvements will be made as follows:

   a traffic signal at the intersection of Clark Street and Waveland Avenue;

   a traffic signal at the intersection of Clark Street and Roscoe Street;

   a traffic signal at the intersection of Clark Street and School Street;

   a wireless traffic signal interconnect on Clark Street from Belmont Avenue to Irving Park Road.

All of the foregoing infrastructure improvements will be designed and installed by the Department of Transportation and paid for using City Funds, with an additional contribution from Applicant of an amount equal to the actual costs to install a traffic signal at the intersection of Clark Street and Waveland Avenue not to exceed in any event $350,000 and such additional contribution shall be used solely for this purpose and no other. Applicant will pay, or will cause, as the case may be, this amount to the Department of Transportation following written notice to the Department, the Department of Transportation and the Department of Buildings that Applicant intends to apply for a certificate of occupancy for the improvements in Subarea B. No certificate of occupancy may be issued until and unless said payment has been made; provided, however, a Certificate of Occupancy will not be withheld or delayed if the City decides not to install the traffic signal at the intersection of Clark Street and Waveland Avenue or the installation is otherwise delayed. In addition, Applicant and the Department of Transportation have developed a traffic management plan for the hotel and residential uses of Subarea B which the Department of Transportation has approved. Further, Applicant and the Department of Transportation have developed a traffic management plan for commercial traffic which the Department of Transportation has approved and Applicant and the Department of Transportation will continue to meet on an annual basis to review this commercial traffic management plan, evaluate the future traffic conditions and discuss any necessary modifications.

10. In addition to the maximum height of the building and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvements shall be subject to:

    a) height limitations established by the Federal Aviation Administration; and

    b) airport zoning regulations as established by the Department, the Department of Aviation and the Department of Law and approved by the City Council.

    c) For purposes of height measurement, the definitions in the Zoning Ordinance shall apply.

11. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department. The fee shall be calculated in the same manner as is standard and generally applicable to all Part II fees and is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

12. The maximum permitted Floor Area Ratio for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the requirements of the Zoning Ordinance shall apply and the following additional provisions shall also apply: all space devoted to mechanical equipment, if any, shall not be counted as floor area; the seating bowl of the stadium will not be counted as floor area; and all parking located on the Property shall be deemed accessory off-street parking and any space devoted to parking, including all lobbies, concourses and areas accessory thereto shall not be counted as floor area.

13. Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The new buildings (i.e., those located in Subarea B and Subarea C) proposed to be constructed in this Planned Development as of the date of this amendment shall be designed per LEED criteria with a green roof per the Plans.

14. Applicant acknowledges that it is in the public interest to design, construct and maintain the expansion and renovation of Wrigley Field and development and redevelopment of all the Property as contemplated herein in a manner which promotes, enables and maximizes universal access throughout the Property. Prior to issuance of a permit, plans for all material new construction and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permits shall be granted for any material new construction or improvement until the Director of MOPD has approved detailed construction drawings for each such material new construction or improvement.

15. The Plans are hereby approved in their entirety and no further approvals shall be required under this Planned Development or the Zoning Ordinance for any use contemplated herein which is located or established in, on, over or above the improvements for those spaces undertaken in accordance with the Plans other than Part II Approval per Section 17-13-0610 of the Zoning Ordinance. Applicant and the Department, at either party's request, may continue to evaluate the design of the building elevations on Subarea B and Subarea C and changes to such elevations, if any, shall if mutually agreed be approved by the Department administratively as a Minor Change. Uses which are allowed as set forth in Statement 5 but which involve development of Subarea B and Subarea C in a manner which materially and significantly modifies the uses set forth in the Plans (which do not include a hotel in Subarea C or an office building in Subarea B) must be submitted for Site Plan Approval to the Department prior to

Part II Approval pursuant to this Statement 15. Notwithstanding the foregoing, temporary or seasonal uses, including any of the special events and entertainment uses listed above, sidewalk and outdoor cafes, and any non-permanent structures, including without limitation farmers markets, music performances, special events, movies, athletic contests and exhibitions, sidewalks and outdoor cafes, and similar events or uses all of a temporary or seasonal nature, including any of the non-permanent structures, shall not require Site Plan Approval. To the extent Site Plan Approval is required, for Subarea B or Subarea C as set forth in this Statement, the Applicant shall, prior to Part II Approval, submit the information required in this Statement 15 below for the specific Subarea(s) for review and approval by the Department (the "Subarea Site Plan Approval Submittals"). Review and approval by the Department is intended to assure that specific development components substantially conform with this Planned Development and to assist the City in monitoring ongoing development. Subarea Site Plan Approval Submittals need only include the portion of the Property for which approval is being sought by Applicant. If Applicant is seeking approval of a portion of the Property which represents less than an entire Subarea, Applicant shall also include a site plan for the area of the Property which is bounded on all sides by either public rights of way or the boundary of the nearest Subarea. The site plan provided shall include all dimensioned and planned street rights of way. Site plans which propose new curb cuts or other changes to any rights of way must also receive Department of Transportation approval. If the Subarea Site Plan Approval Submittals substantially conform to the provisions of the Planned Development, the Department shall approve such submittal. Following approval by the Department, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed an integral part of this Planned Development.

Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully dimensioned site plan (including a footprint of the proposed improvements);
- fully dimensioned building elevations;
- fully dimensioned landscape plan(s); and
- statistical information applicable to the subject Subarea, including floor area, the applicable FAR, uses to be established, building heights and setbacks.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the Planned Development.

16. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department upon the application for such a modification by Applicant or legal title holders of the Property and after a determination by the Commissioner of the Department that such a modification is minor, appropriate

and consistent with the nature of the improvements contemplated by this Planned Development. Any such modification of the requirements of the Planned Development by the Commissioner of the Department shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

17. Final landscape plan review and approval will be by the Department and will be approved provided it substantially conforms with the applicable Plans. In the event of any conflict or contradiction between, the Plans, on the one hand, and the Landscape Ordinance or the Sustainable Development Policy Matrix, on the other hand, the Plans shall control over the Landscape Ordinance and the Sustainable Development Policy Matrix. Any interim reviews associated with site plan review or Part II Reviews are conditional until final Part II Approval.

18. Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code or any other provision of that Code.

19. Unless construction of the improvements within Subarea A as contemplated by this Planned Development has commenced within six years following adoption of this Planned Development (subject to extension for one additional year as set forth in Section 17-13-0612 of the Chicago Zoning Ordinance), then this Planned Development shall expire by separately introduced ordinance, if any, and in such event the zoning of the Property shall revert to the C2-5 Motor Vehicle-Related Commercial District. It is understood this Planned Development involves a multi-phase development. Provided that this Planned Development has not expired pursuant to the previous sentence, then following the first six-year period governing Subarea A, including the additional one-year extension permitted, unless construction of the improvements as contemplated by this Planned Development has commenced within six years thereafter within either Subarea B or D, then this Planned Development shall expire, solely with, respect to both such Subareas, by separately introduced ordinance, if any, and in such event the zoning of such Subareas shall revert to the C2-5 Motor Vehicle-Related Commercial District.

[Existing Land-Use Map; Existing Zoning Map; Planned Development Boundary and Subarea Boundary Maps; Right-of-Way Adjustment Maps; Site Plans; Landscape Plans; Landscape Details; Building Elevations; Expansion Plans; Preliminary Design Brief; and Signage Matrix referred to in these Plan of Development Statements printed on pages 58438 through 58503 of this *Journal.*]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Entertainment And Spectator Sports Planned Development Number 958, As Amended.

Bulk Regulation And Data Table.

Gross Site Area (square feet):	617,099
Public Rights-of-Way (square feet):	108,090
Net Site Area (square feet):	
Total[1]:	509,009
Subarea A:	
Existing:	361,162
Rights-of-Way to be Vacated[2]:	26,269
Subarea A Total:	387,431
Subarea B:	
Existing:	55,437
Rights-of-Way to be Vacated[2]:	8,349
Subarea B Total:	63,786
Subarea C:	12,454
Subarea D:	45,338

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(1) Includes the areas to be vacated as set forth herein and excludes air rights to be vacated.

(2) Excludes air rights to be vacated.

Maximum Floor Area Ratio:

Overall:	2.45
Subarea A:	2.20
Subarea B:	2.30
Subarea C:	0.25
Subarea D:	4.25

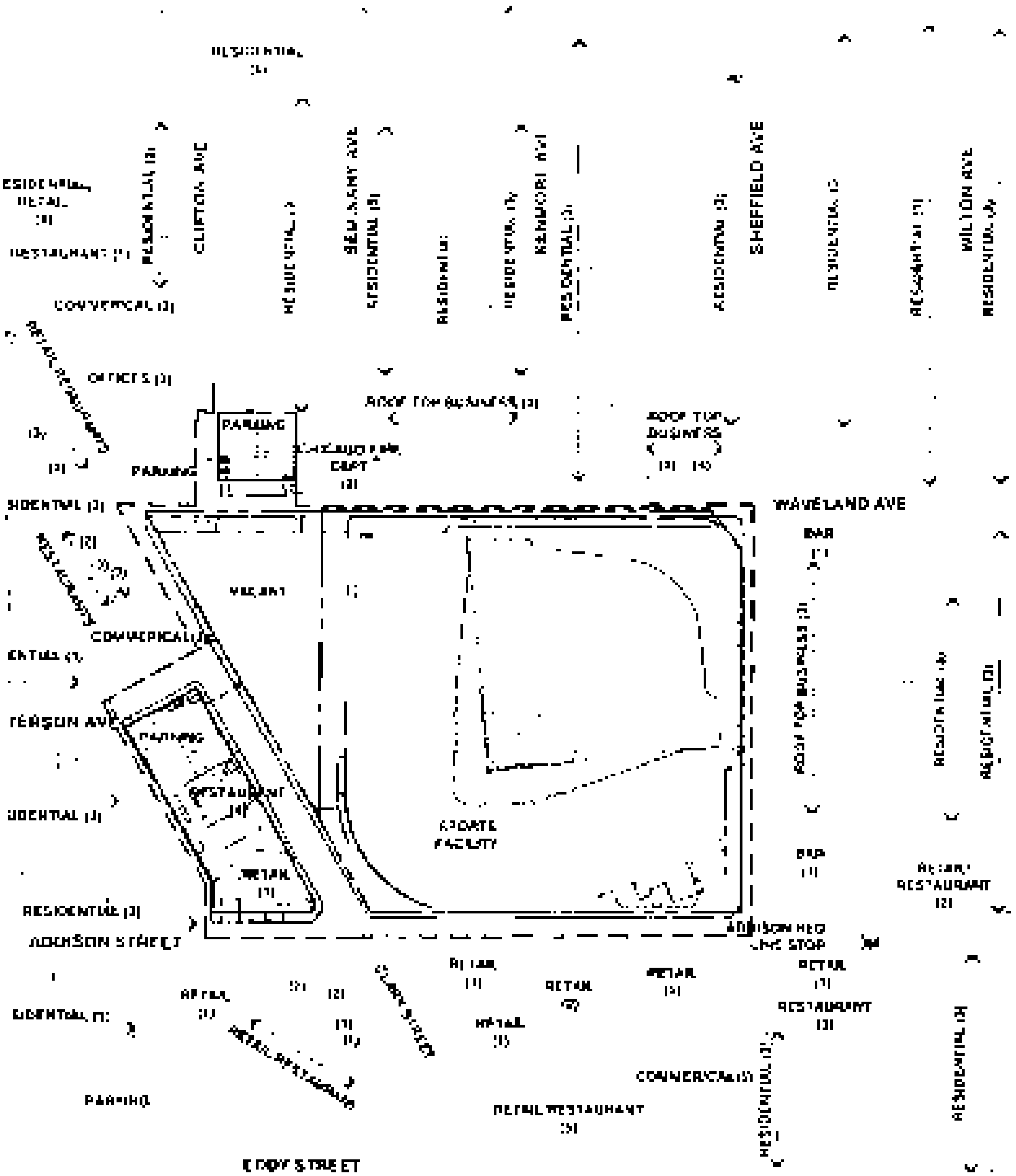
Minimum Building Setbacks:

Subarea A:	
North:	0 feet, 0 inches
West:	0 feet, 0 inches
East:	0 feet, 0 inches
South:	0 feet, 0 inches
Subarea B:	
North:	8 feet, 0 inches
West:	0 feet, 0 inches
East:	4 feet, 4 inches
South:	See Site Plan for Details
Subarea C:	
North:	2 feet, 6 inches

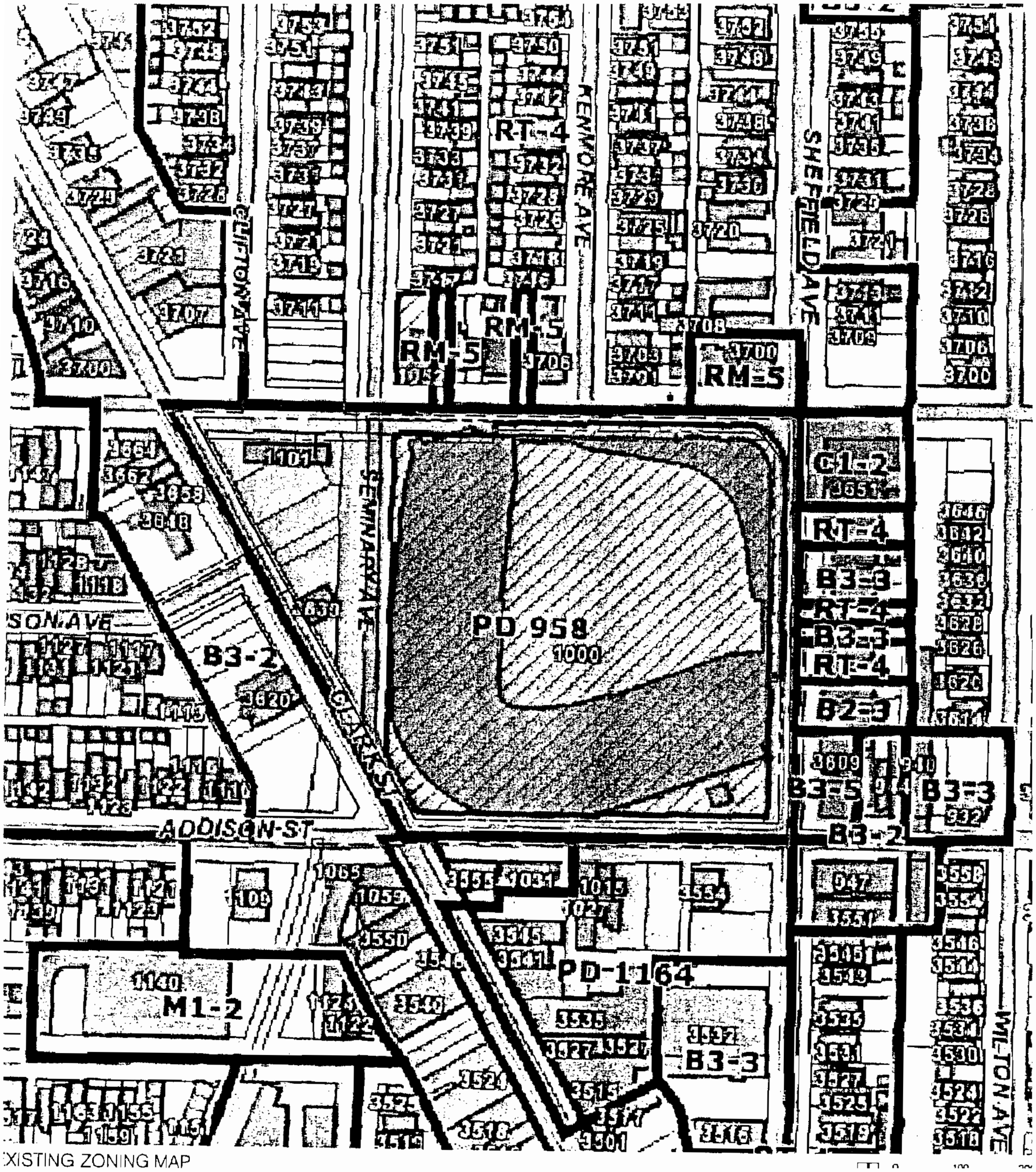
West:	10 feet, 0 inches
East:	10 feet, 0 inches
South:	80 feet, 0 inches
Subarea D:	
North:	0 feet, 0 inches
West:	0 feet, 0 inches
East:	0 feet, 0 inches
South:	0 feet, 0 inches
Minimum Number of Loading Berths:	
Subarea A:	Zero
Subarea B:	2 (1 at 17 feet, 8 inches by 26 feet, 0 inches; 1 at 17 feet, 8 inches by 50 feet, 3 inches)
Subarea C:	Zero
Subarea D:	3 (2 at 10 feet by 25 feet; 1 at 10 feet by 50 feet)
Maximum Number of Hotel Keys in Subarea D:	182
Maximum Building Height:	
Subarea A:	135 feet (existing)
Subarea B:	85 feet, 0 inches (as measured per Section 17-17-0311 of the Zoning Ordinance)

	119 feet, 3 inches (Top of Architectural Clock Tower Structure)
Subarea C:	30 feet, 0 inches (as measured per Section 17-17-0311 of the Zoning Ordinance)
Subarea D:	91 feet, 0 inches (as measured per Section 17-17-0311 of the Zoning Ordinance)
	11 feet, 8 inches (Top of Architectural Elements)
Minimum Number of Parking Spaces:	
Subarea A:	Zero; provided, however, new parking spaces shall be provided for any increase in the seating capacity of the Wrigley Field bleachers in excess of 3,525 bleacher seats on the basis of one parking space for every 10 new seats or fraction thereof. Such parking spaces shall be deemed to be parking spaces in excess of 1,200 parking spaces owned or controlled by Applicant (or any of them) or any affiliate thereof (the "Existing Spaces"). Such new parking spaces may be owned, leased or operated by Applicants or an affiliate and may be located within the Planned Development, any location within one mile of Subarea A or Subarea B, or at a remote parking facility operated by Applicant or an affiliate.
Subareas B, C and D in the Aggregate:	74 to be located in Subarea D.
Minimum Number of Bike Spaces:	16

Existing Land-Use Map


RESIDENTIAL (3)
RESIDENTIAL RETAIL (3)
RESTAURANT (3)
COMMERCIAL (3)
OFFICES (3)
CLIFTON AVE
SEMINARY AVE
KENMORE AVE
SHEFFIELD AVE
WILTON AVE
RESIDENTIAL (3)
ROOF TOP BUSINESS (3)
PARKING
CHICAGO FIRE DEPT (3)
WAVELAND AVE
BAR (3)
VACANT
COMMERCIAL (3)
RESTAURANT (3)
RETAIL (3)
SPORTS FACILITY
ADDISON STREET
ADDISON RED LINE STOP
RETAIL (3)
RESTAURANT (3)
RETAIL RESTAURANT (3)
CLARK STREET
COMMERCIAL (3)
RETAIL RESTAURANT (3)
EDDY STREET

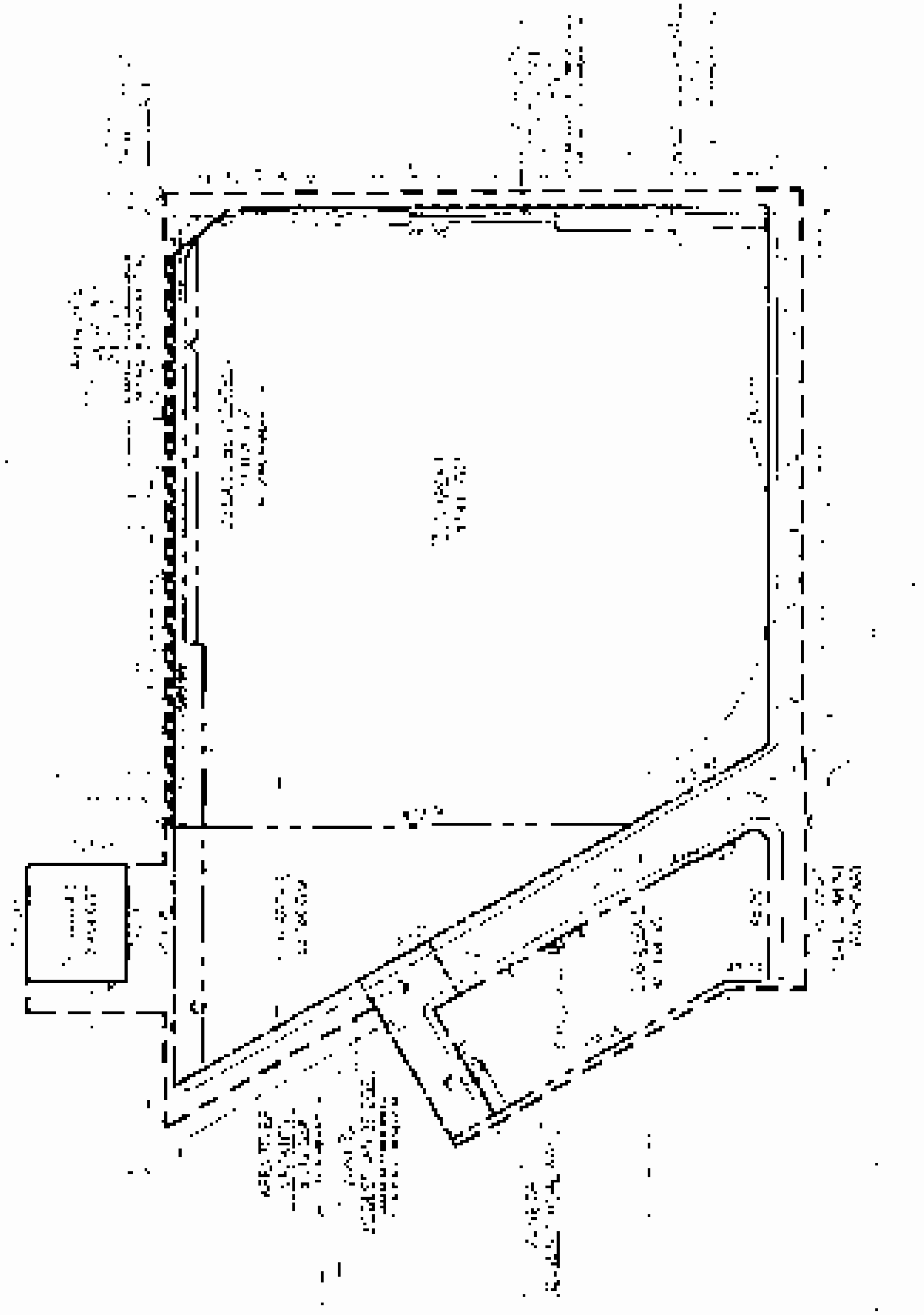
Existing Zoning Map.



RT-4
RM-5
RM-5
RM-5
C1-2
RT-4
B3-3
RT-4
B3-3
RT-4
B2-3
B3-5
B3-3
B3-2
B3-2
PD 958
PD-1164
M1-2
B3-3
CLIFTON AVE
KENMORE AVE
SHEFFIELD AVE
SEMINARY AVE
CLARK ST
ADDISON ST
WILTON AVE

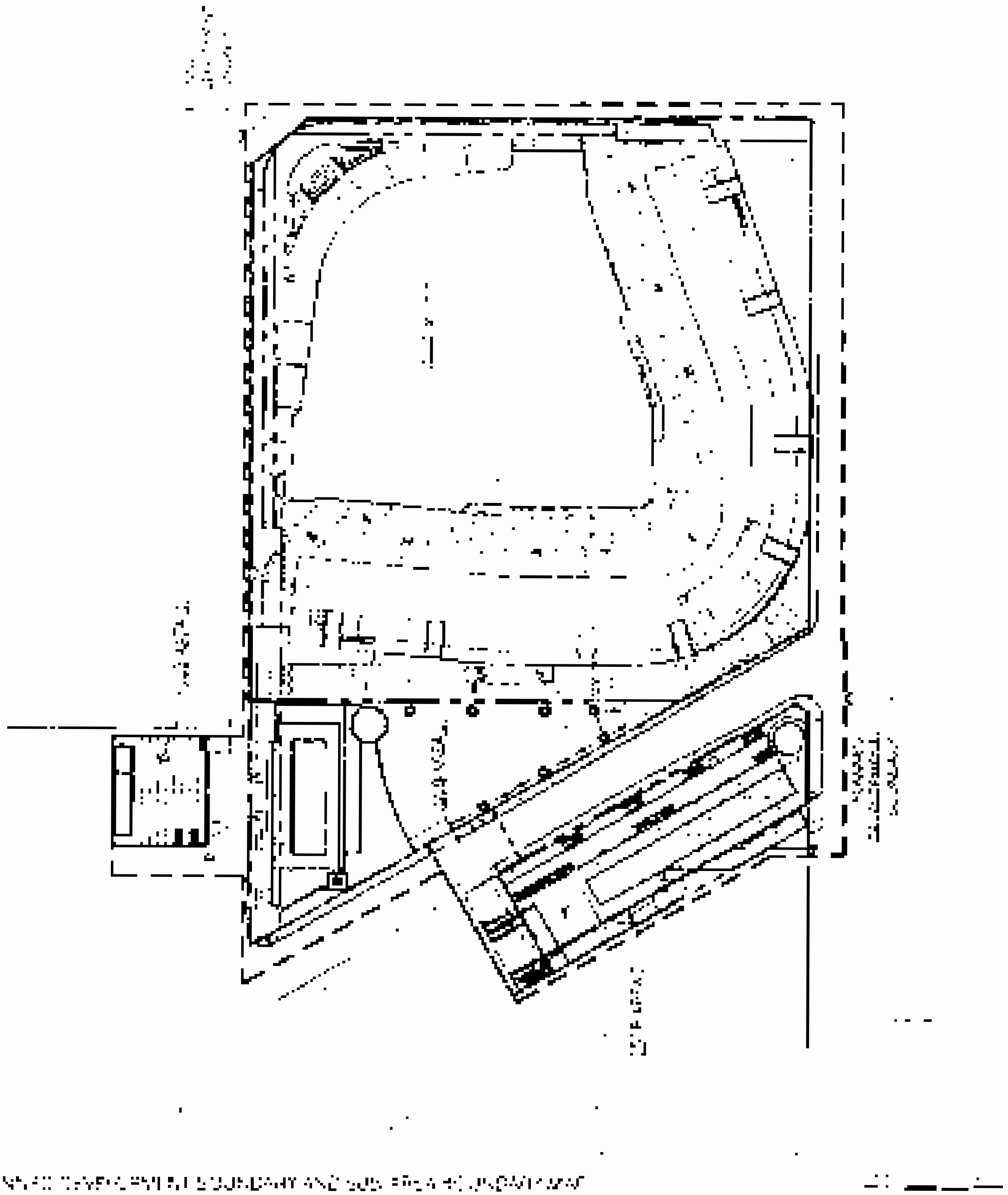
XISTING ZONING MAP

Planned Development Boundary And
Subarea Boundary Map
(Page 1 of 2)

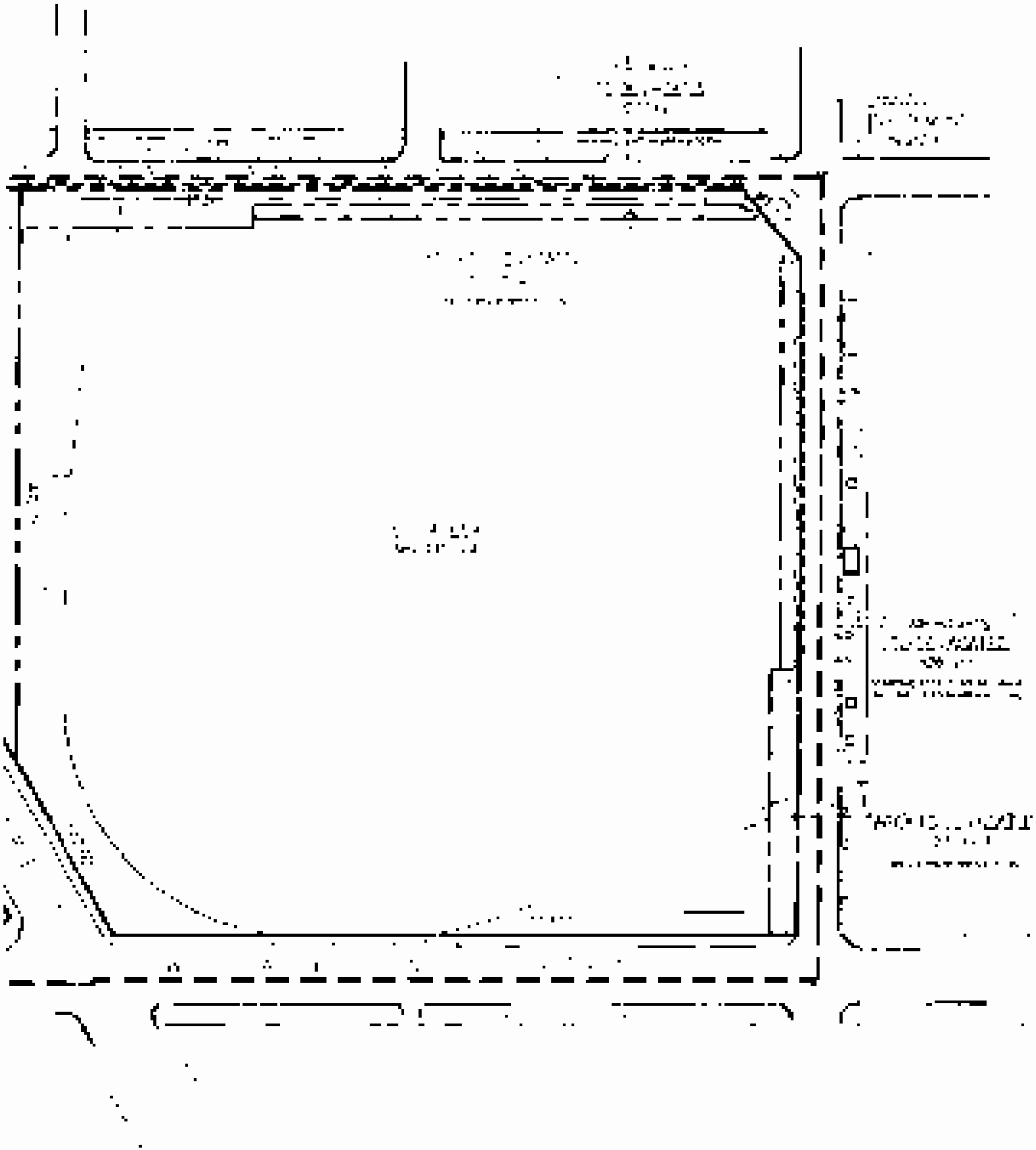


[illegible]

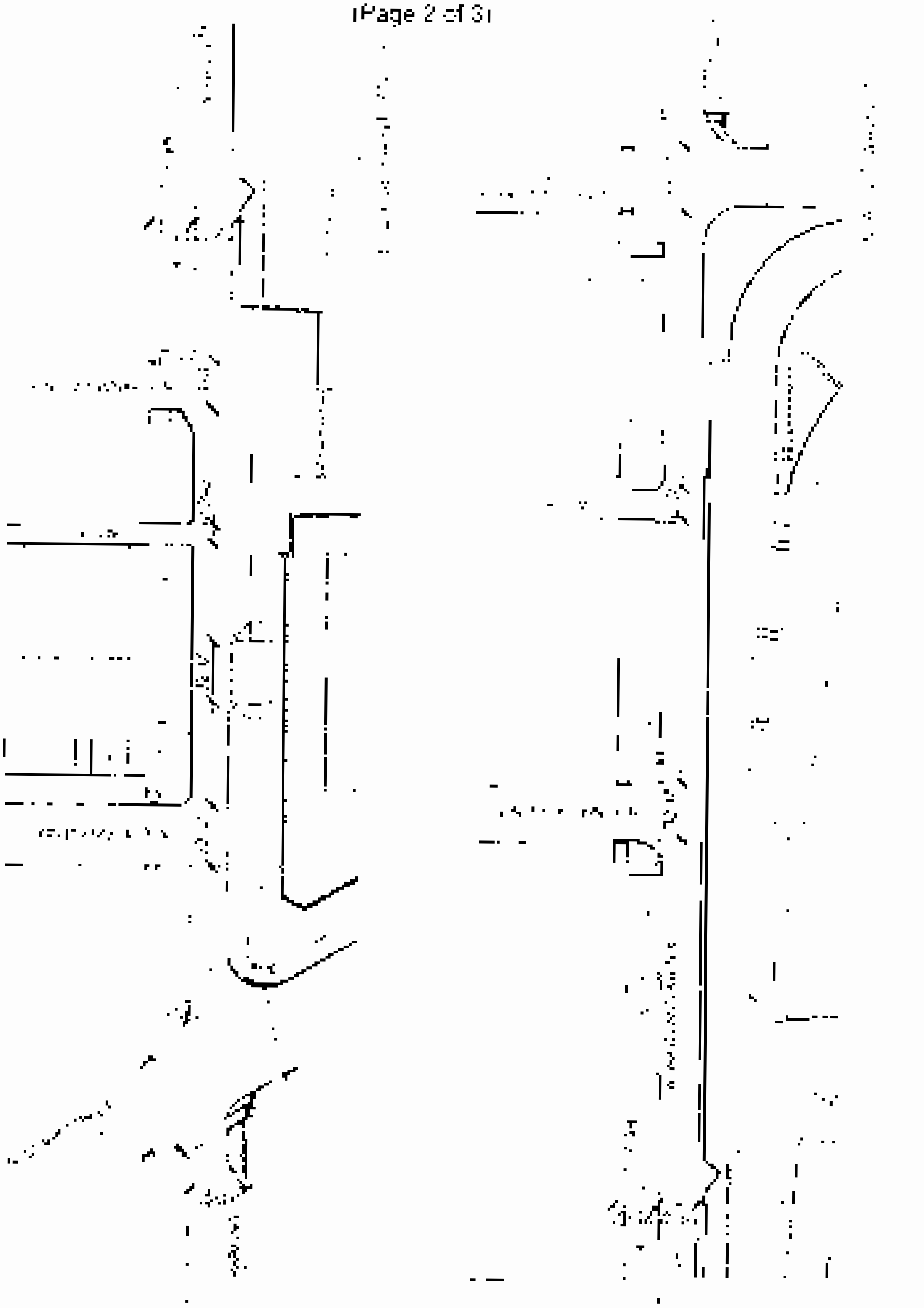
Planned Development Boundary And
Subarea Boundary Map
(Page 2 of 2)


PLANNED DEVELOPMENT BOUNDARY AND SUB-AREA BOUNDARY MAP

Right-Of-Way Adjustment Map (Subarea A)
(Page 1 of 3)

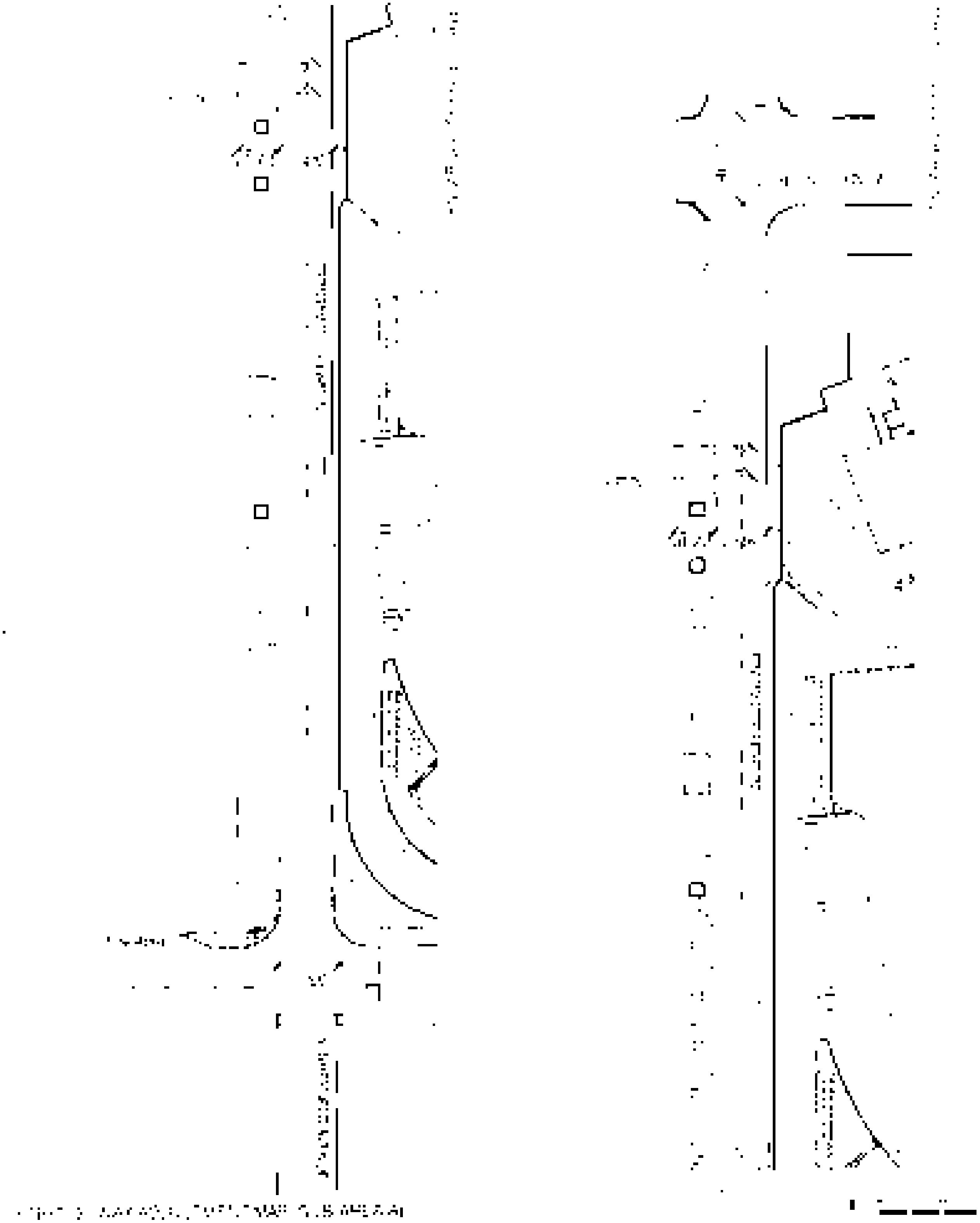


Right Of Way Adjustment Map (Subarea A)
(Page 2 of 3)

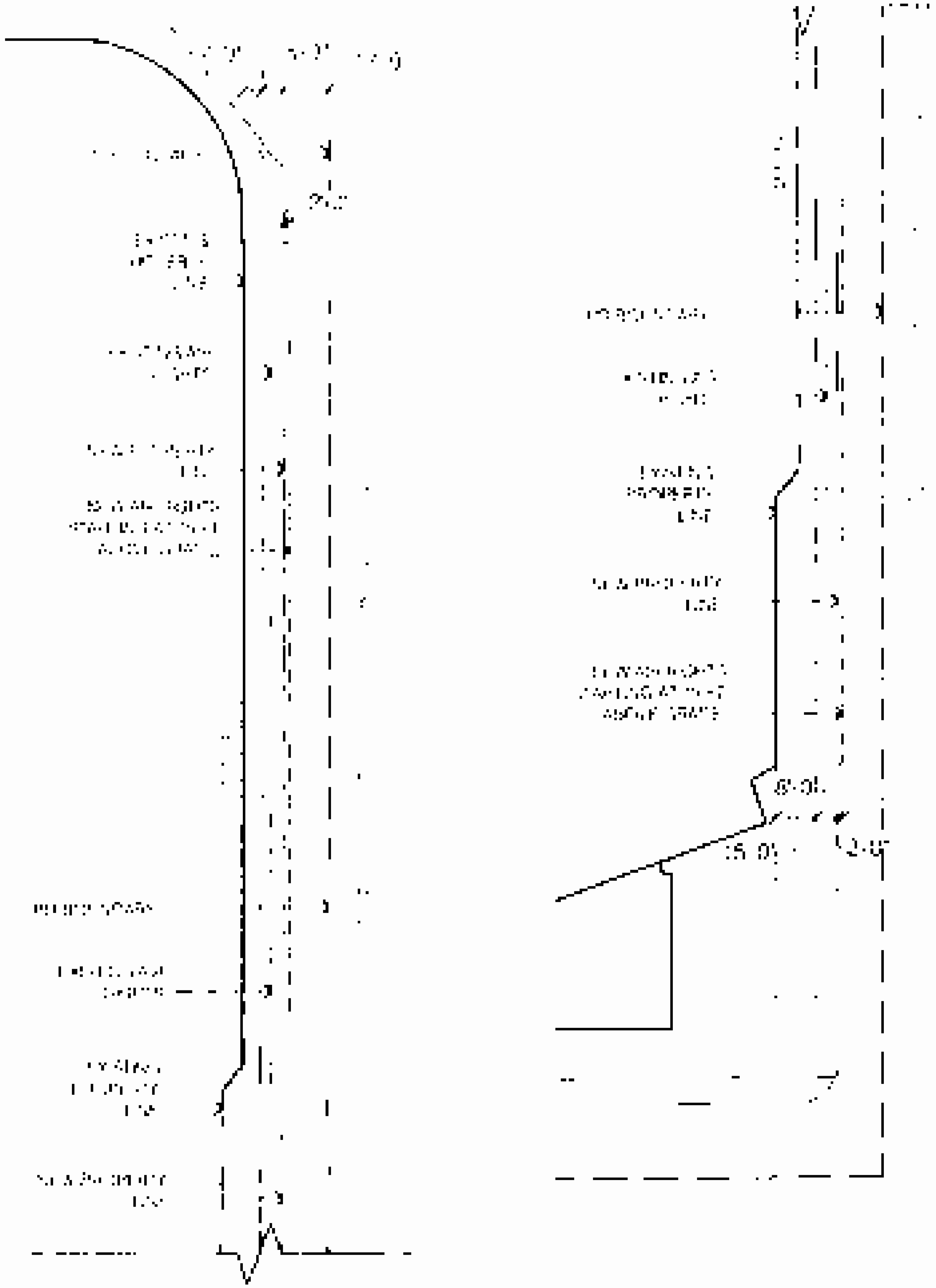


RIGHT OF WAY ADJUSTMENT MAP (SUB AREA A)

Right-Of-Way Adjustment Map (Subarea A)
(Page 3 of 3)

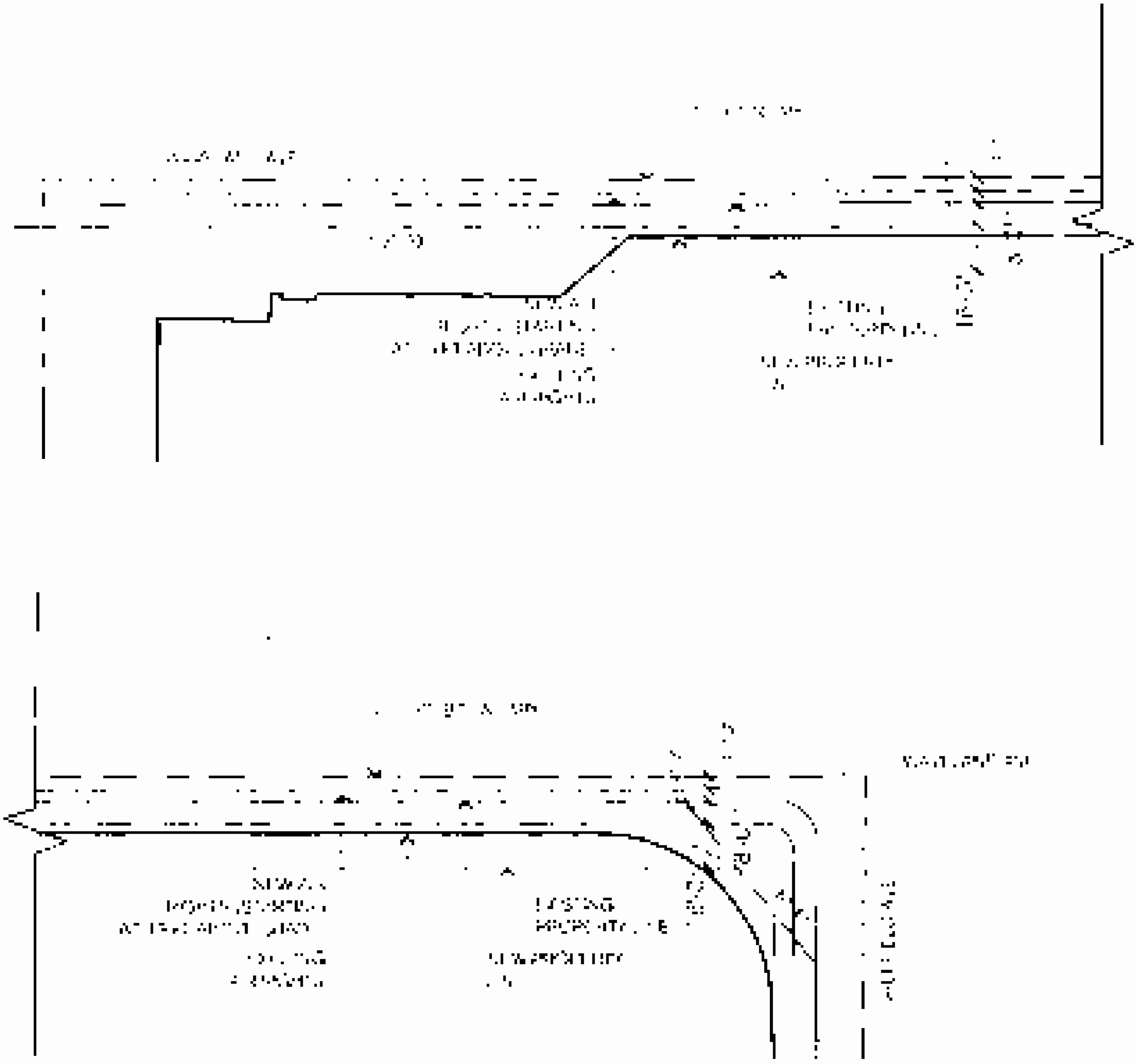

[illegible] MAP (SUBAREA A)

Right-Of-Way Adjustment Enlarged Map (Subarea A-1)

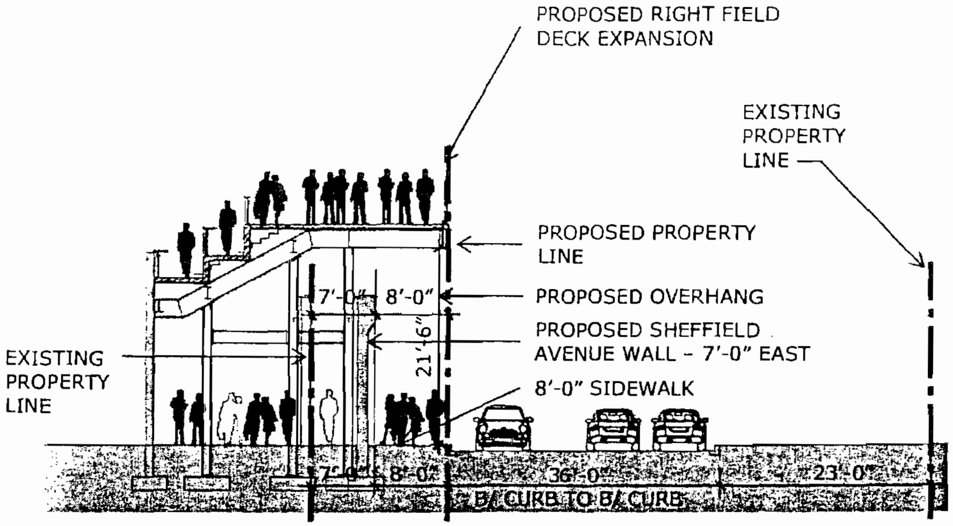

EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING PROPERTY LINE
NEW PROPERTY LINE
(8.0')
(5.0')
(2.0')

RIGHT OF WAY ADJUSTMENT ENLARGED MAP (SUBAREA A-1)

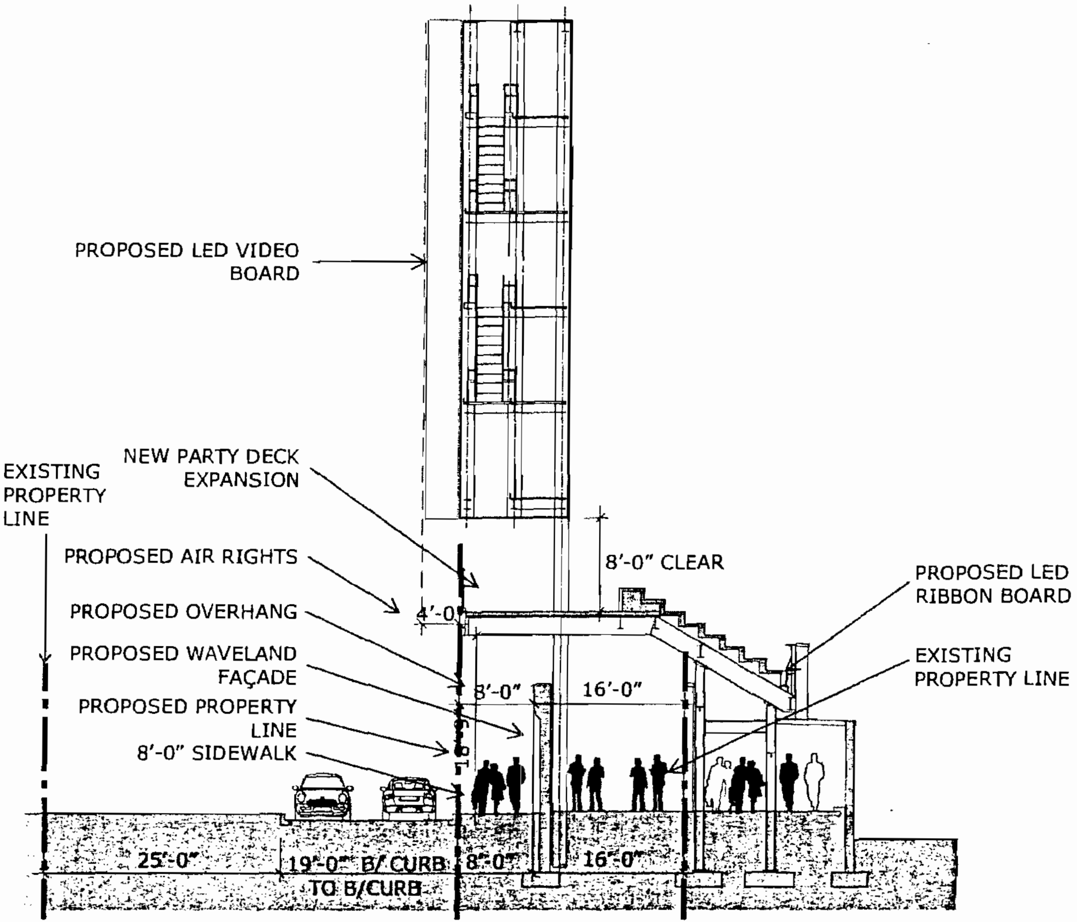
Right-Of-Way Adjustment Enlarged Map (Subarea A-2)


EXISTING
PROPERTY LINE
NEW PROPERTY LINE

Right-Of-Way Adjustment Section (Subarea A).


PROPOSED RIGHT FIELD DECK EXPANSION
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
PROPOSED OVERHANG
PROPOSED SHEFFIELD AVENUE WALL - 7'-0" EAST
8'-0" SIDEWALK
EXISTING PROPERTY LINE
7'-0"
8'-0"
21'-6"
7'-0"
8'-0"
36'-0"
23'-0"
B/CURB TO B/CURB

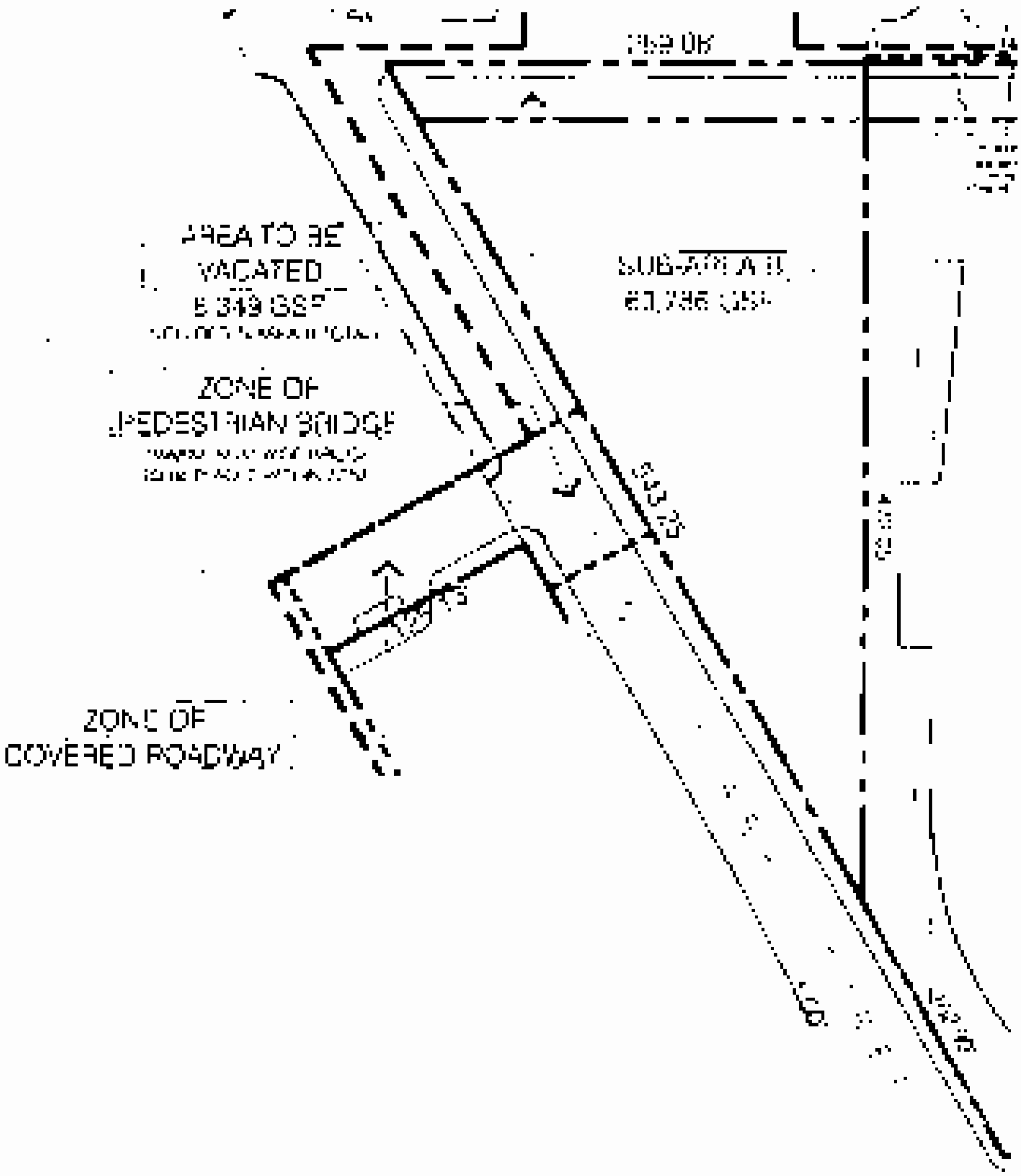
PROPOSED SECTION AT SHEFFIELD AVENUE BLEACHERS


PROPOSED LED VIDEO BOARD
EXISTING PROPERTY LINE
NEW PARTY DECK EXPANSION
PROPOSED AIR RIGHTS
PROPOSED OVERHANG
PROPOSED WAVELAND FAÇADE
PROPOSED PROPERTY LINE
8'-0" SIDEWALK
8'-0" CLEAR
4'-0"
8'-0"
16'-0"
PROPOSED LED RIBBON BOARD
EXISTING PROPERTY LINE
25'-0"
19'-0" B/CURB TO B/CURB
8'-0"
16'-0"

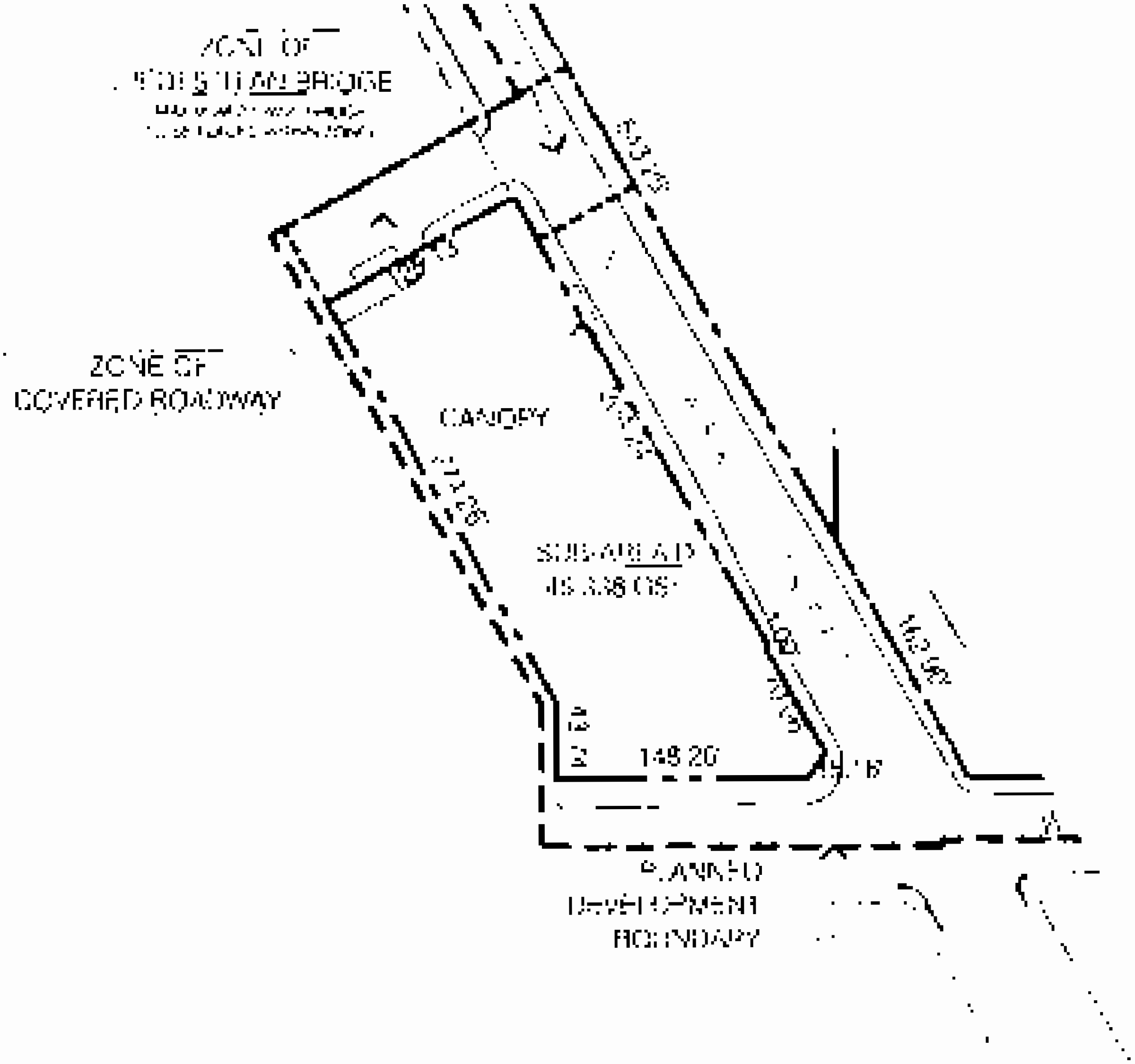
PROPOSED SECTION AT WAVELAND AVENUE BLEACHERS

RIGHT OF WAY ADJUSTMENT SECTION (SUB-AREA A)

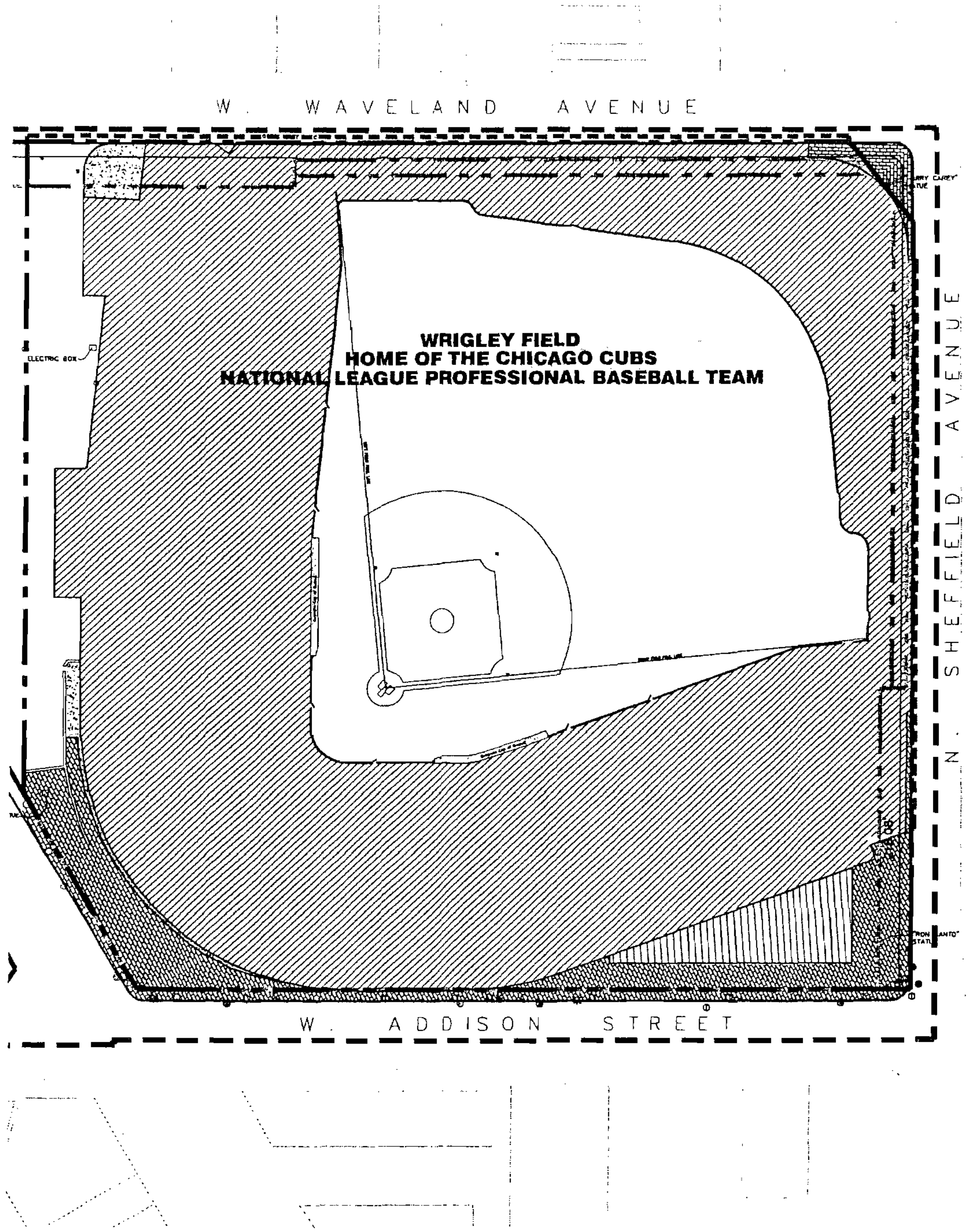
Right-Of-Way Adjustment Map (Subarea B)


359.08
AREA TO BE VACATED
5,349 GSF
SUB-AREA B
63,786 GSF
ZONE OF PEDESTRIAN BRIDGE
ZONE OF COVERED ROADWAY
393.75

Right-Of-Way Adjustment Map (Subarea D)


ZONE OF
PEDESTRIAN BRIDGE
ZONE OF
COVERED ROADWAY
CANOPY
SUBAREA D
148.20'
PLANNED
DEVELOPMENT
BOUNDARY

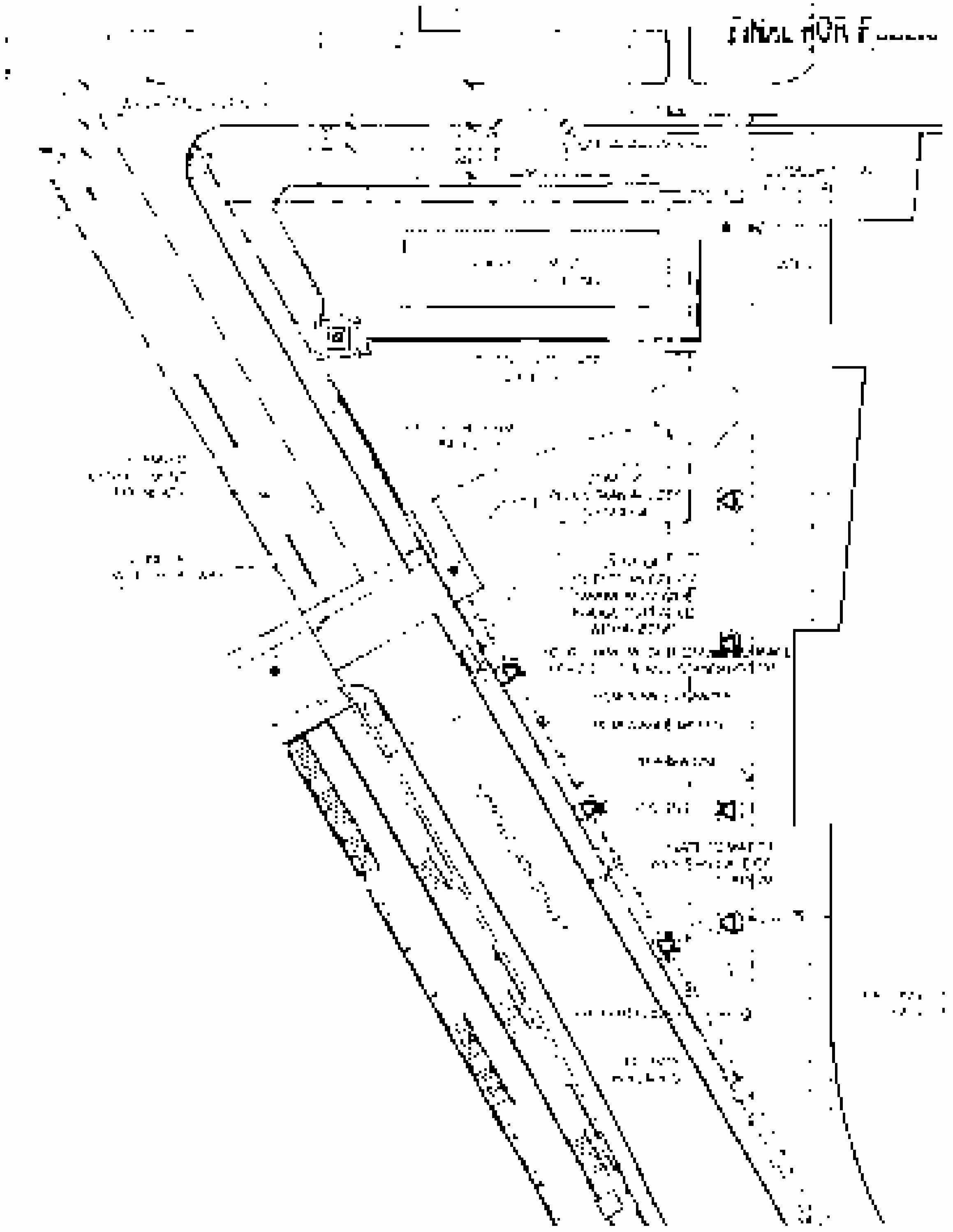
Site Plan (Subarea A).


W. WAVELAND AVENUE
"HARRY CAREY" STATUE
ELECTRIC BOX
WRIGLEY FIELD
HOME OF THE CHICAGO CUBS
NATIONAL LEAGUE PROFESSIONAL BASEBALL TEAM
N. SHEFFIELD AVENUE
"RON SANTO" STATUE
W. ADDISON STREET

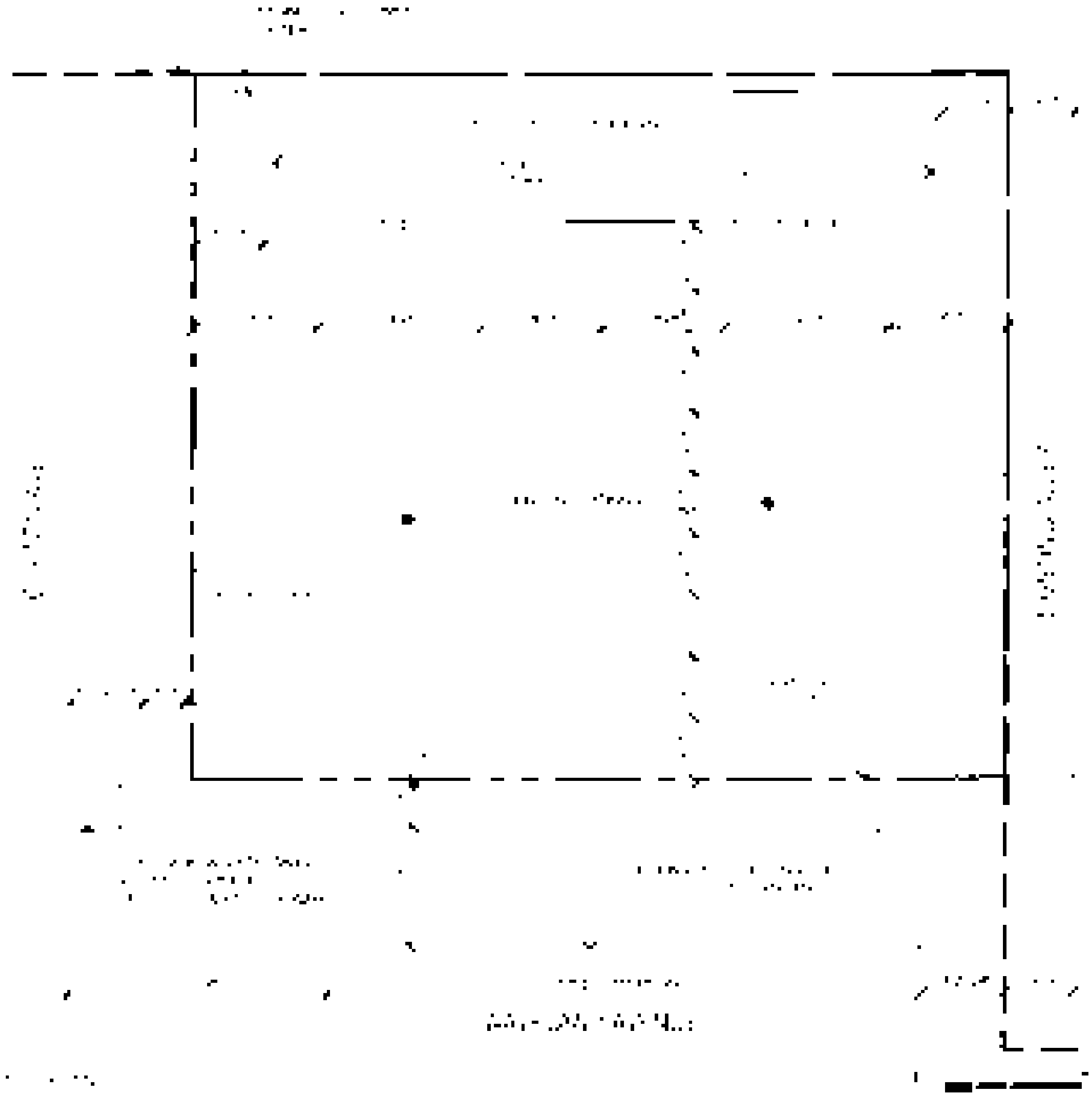
SITE PLAN (SUB-AREA A)

0 50

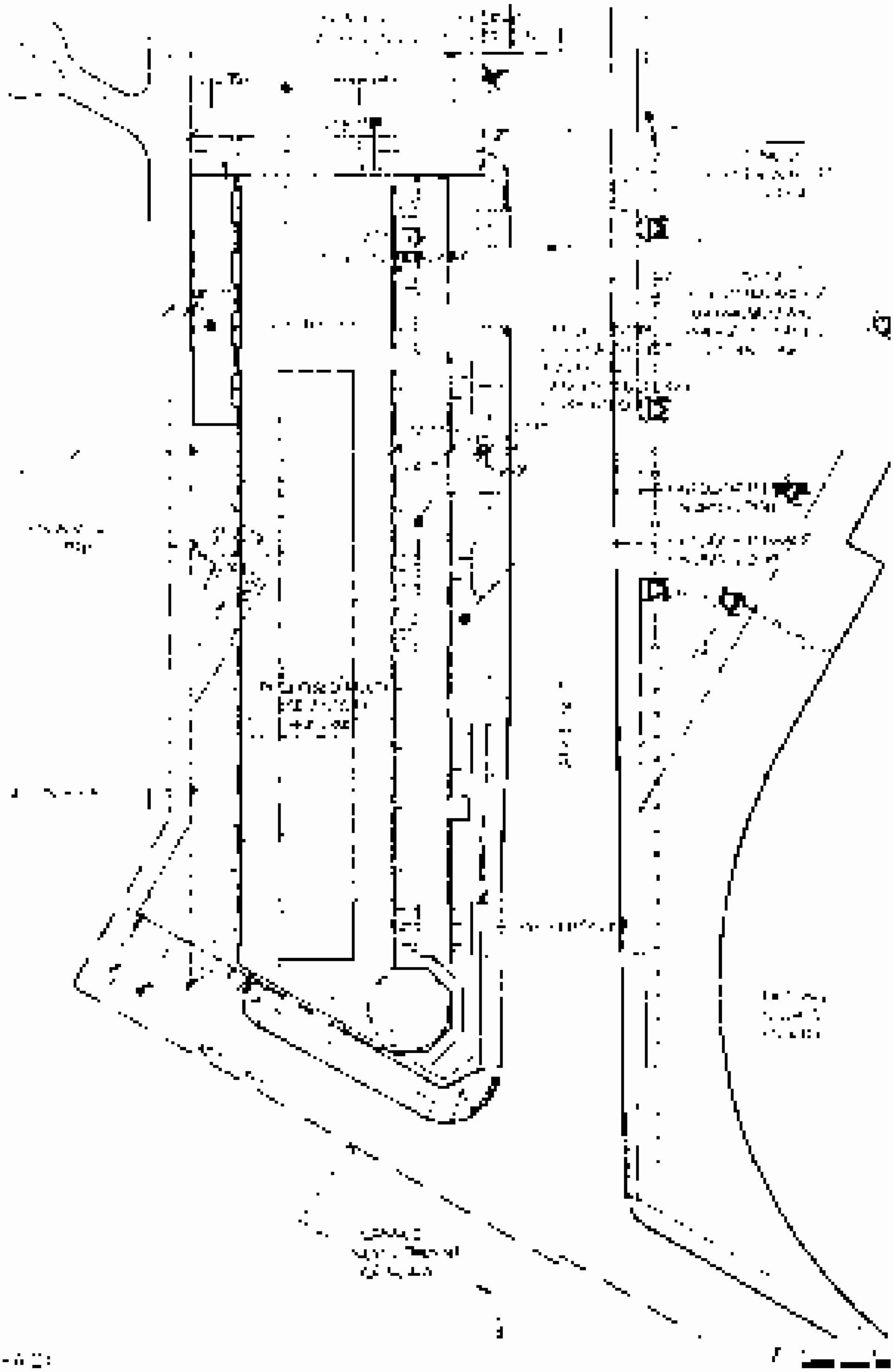
Site Plan (Subarea B)



Site Plan Subarea C

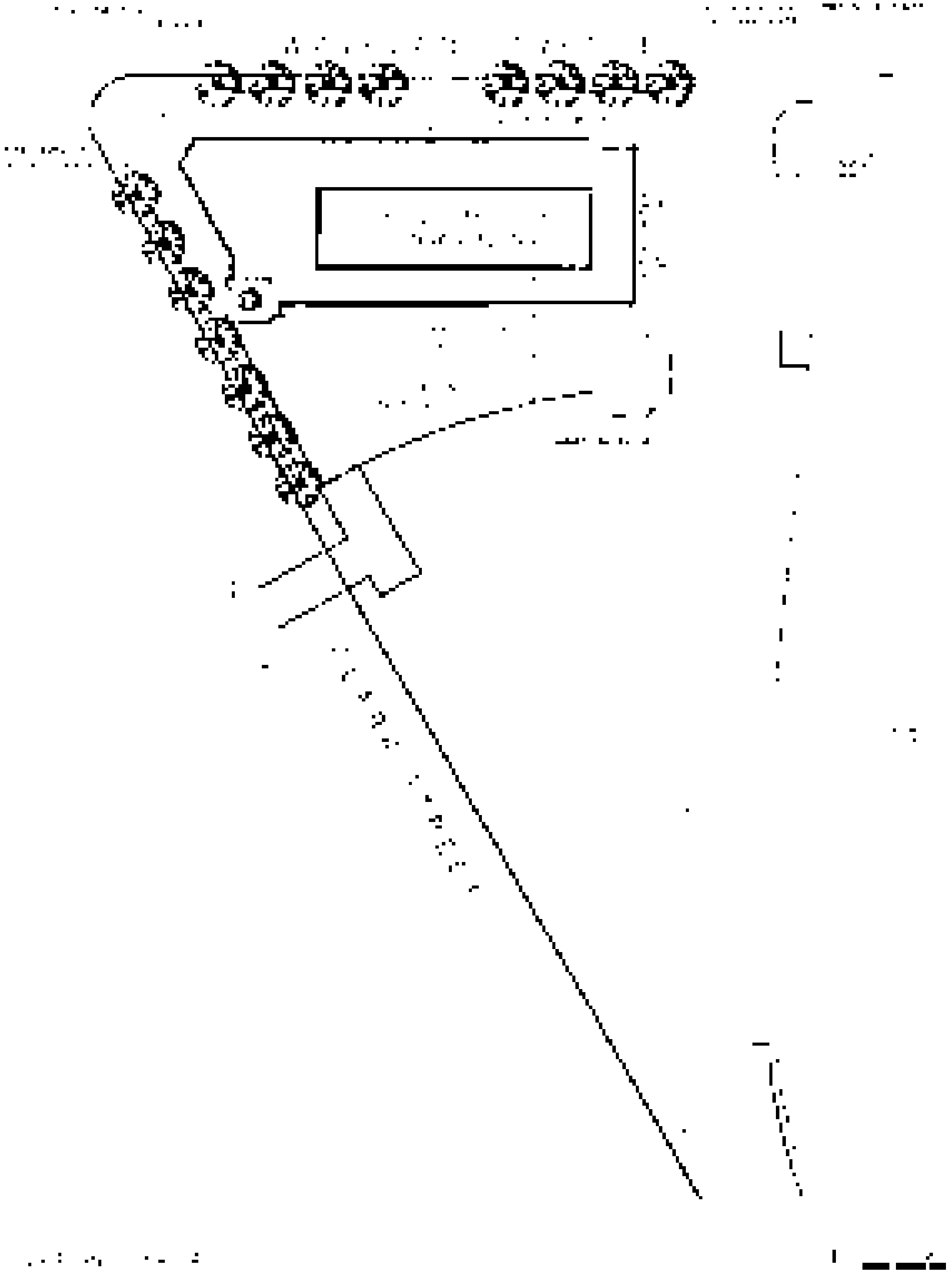


Site Plan (Subarea D)

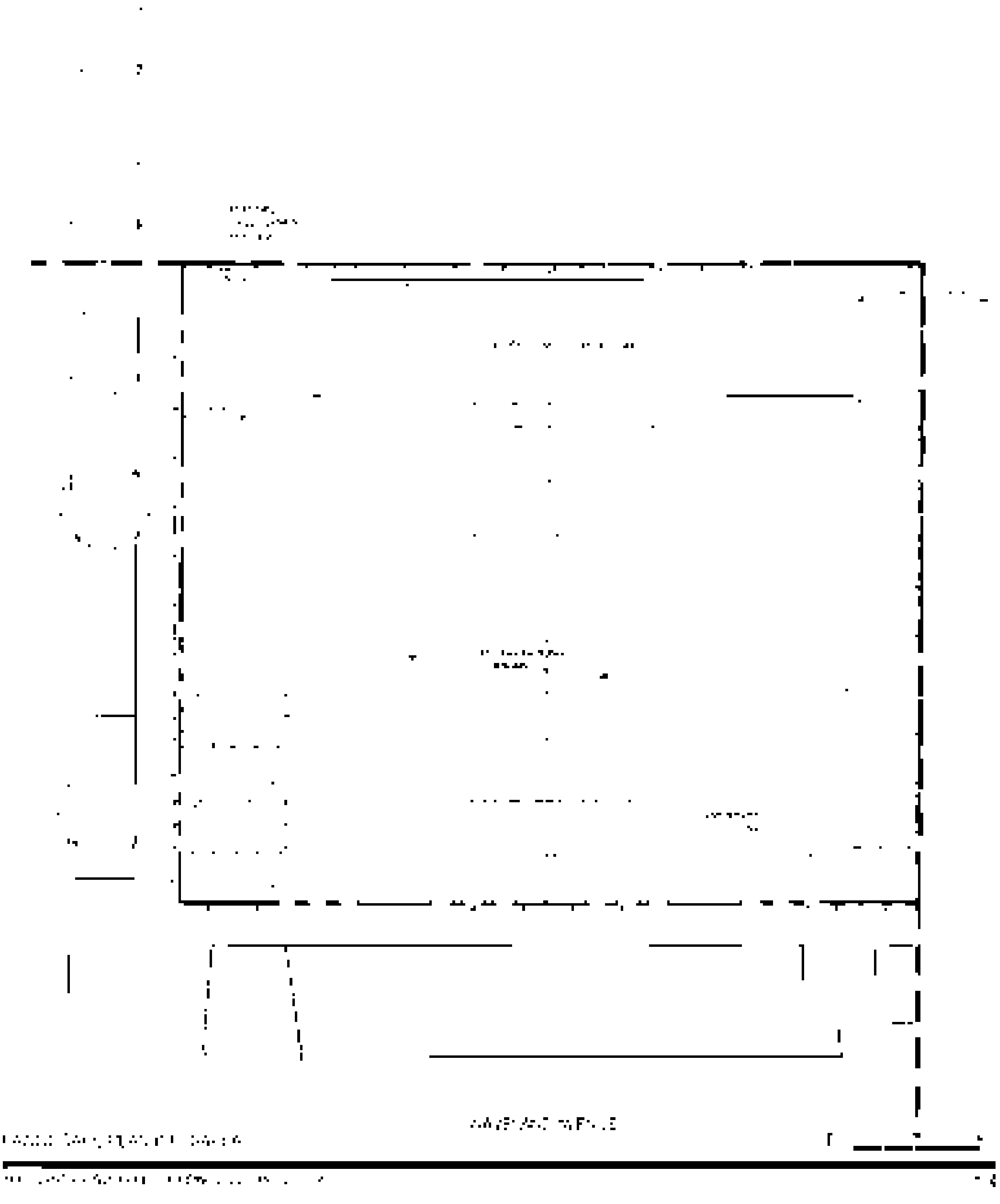


[illegible]

Landscape Plan (Enlarged)



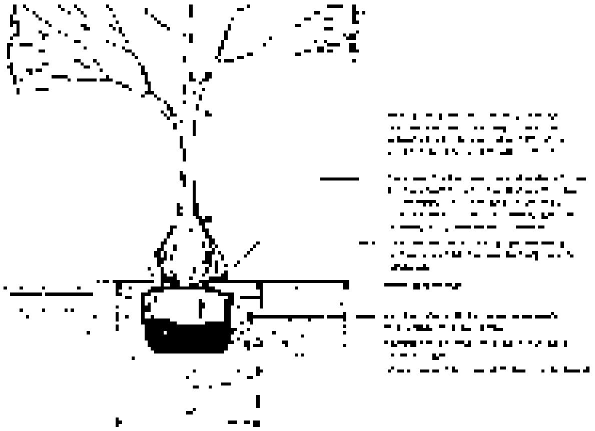
Landscape Plan (Subarea C)



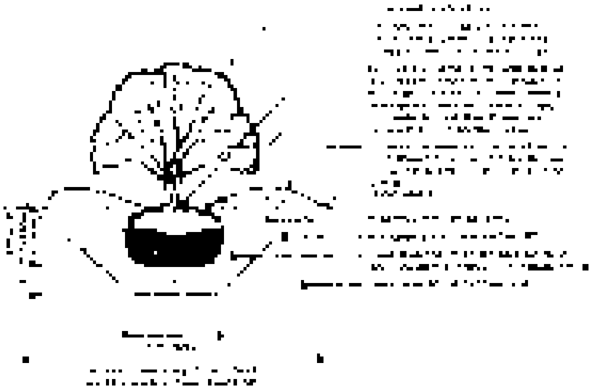
Landscape Plant List

[illegible]

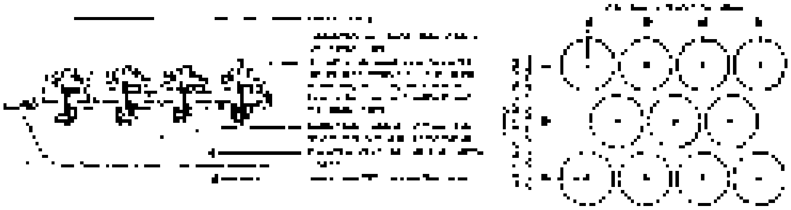
Landscape Enlarged Plant Details



1 DECIDUOUS TREES IN TREE GRATE



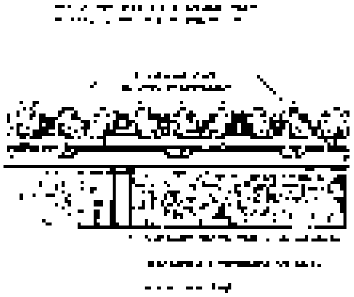
2 SHRUB INSTALLATION



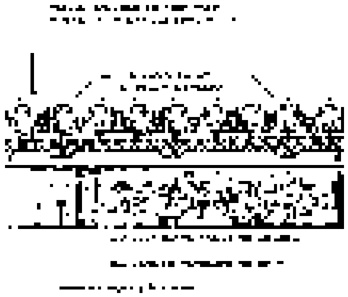
3 GROUNDCOVER AND PERENNIAL INSTALLATION

LANDSCAPE AREAS	DEPTH IN INCHES
[illegible]	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

4 SOIL DEPTH CHART



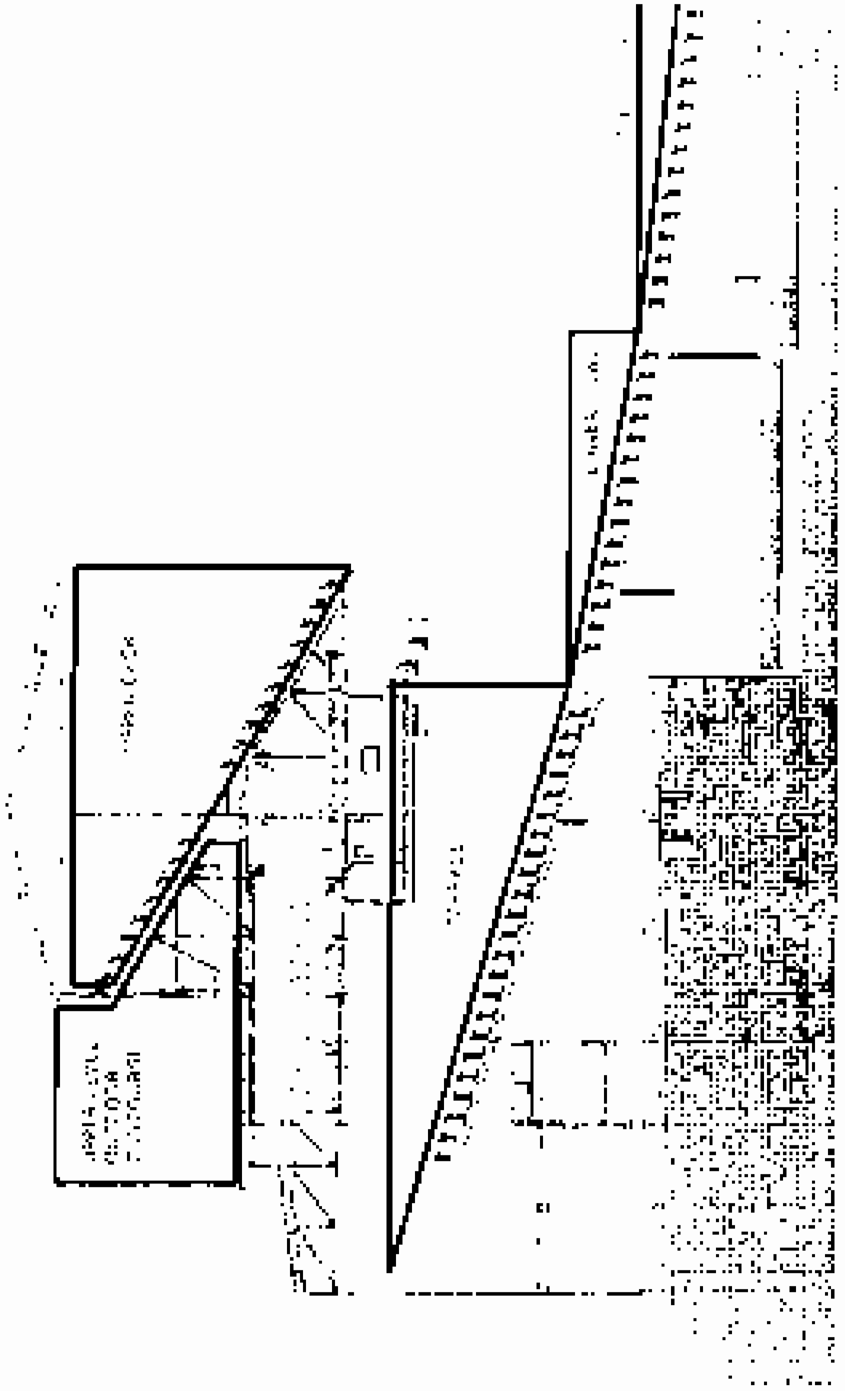
5 4" DEPTH LIVEROOF GREEN ROOF TRAY



6 6" DEPTH LIVEROOF GREEN ROOF TRAY

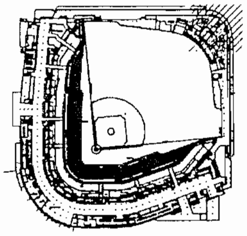
LANDSCAPE ENLARGED PLANT DETAILS

Stadium Building Section

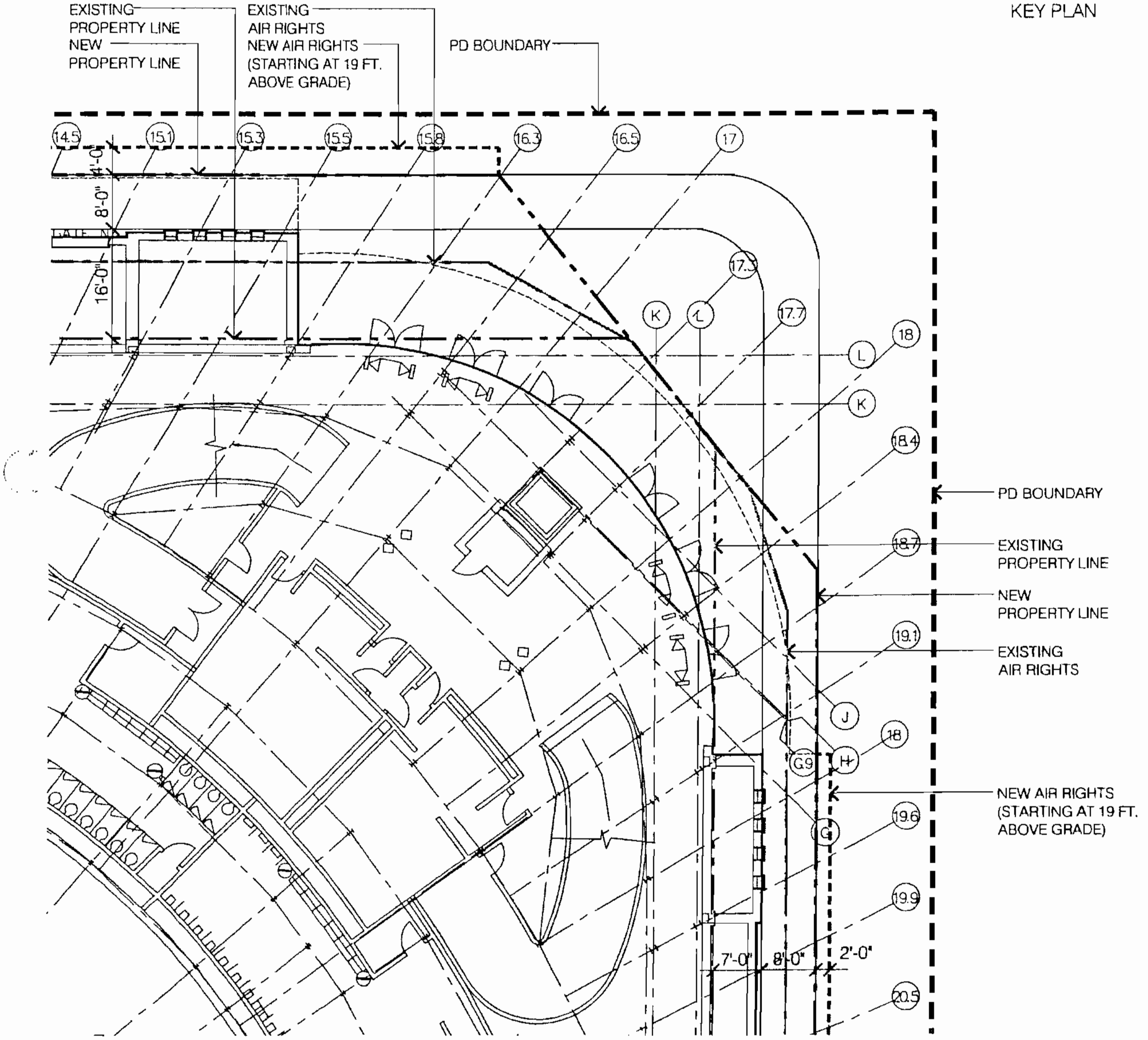


[illegible]

Sheffield And Waveland Wall Expansion Plan -- Concourse Level (Subarea A).



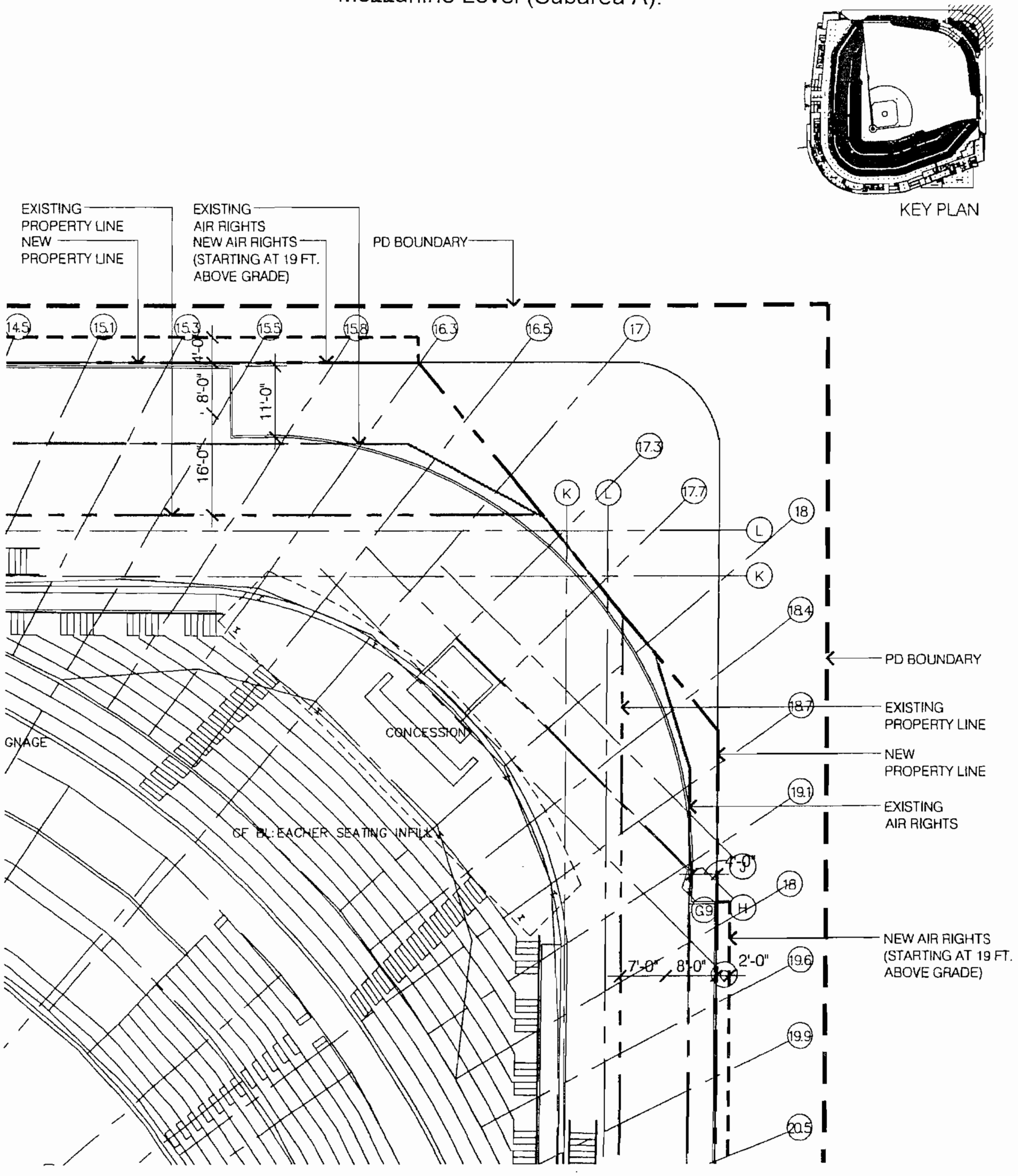
KEY PLAN


EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)
PD BOUNDARY
14.5
15.1
15.3
15.5
15.8
16.3
16.5
17
17.3
17.7
18
18.4
18.7
19.1
18
19.6
19.9
20.5
K
L
L
K
J
H
G.9
G
4'-0"
8'-0"
16'-0"
GATE N
PD BOUNDARY
EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)
7'-0"
8'-0"
2'-0"

SHEFFIELD & WAVELAND WALL EXPANSION PLAN - CONCOURSE LEVEL (SUB-AREA A)

0 10 20

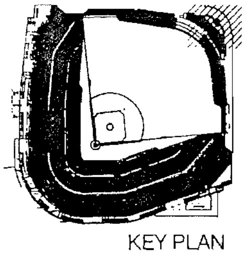
Sheffield And Waveland Wall Expansion Plan -- Mezzanine Level (Subarea A).

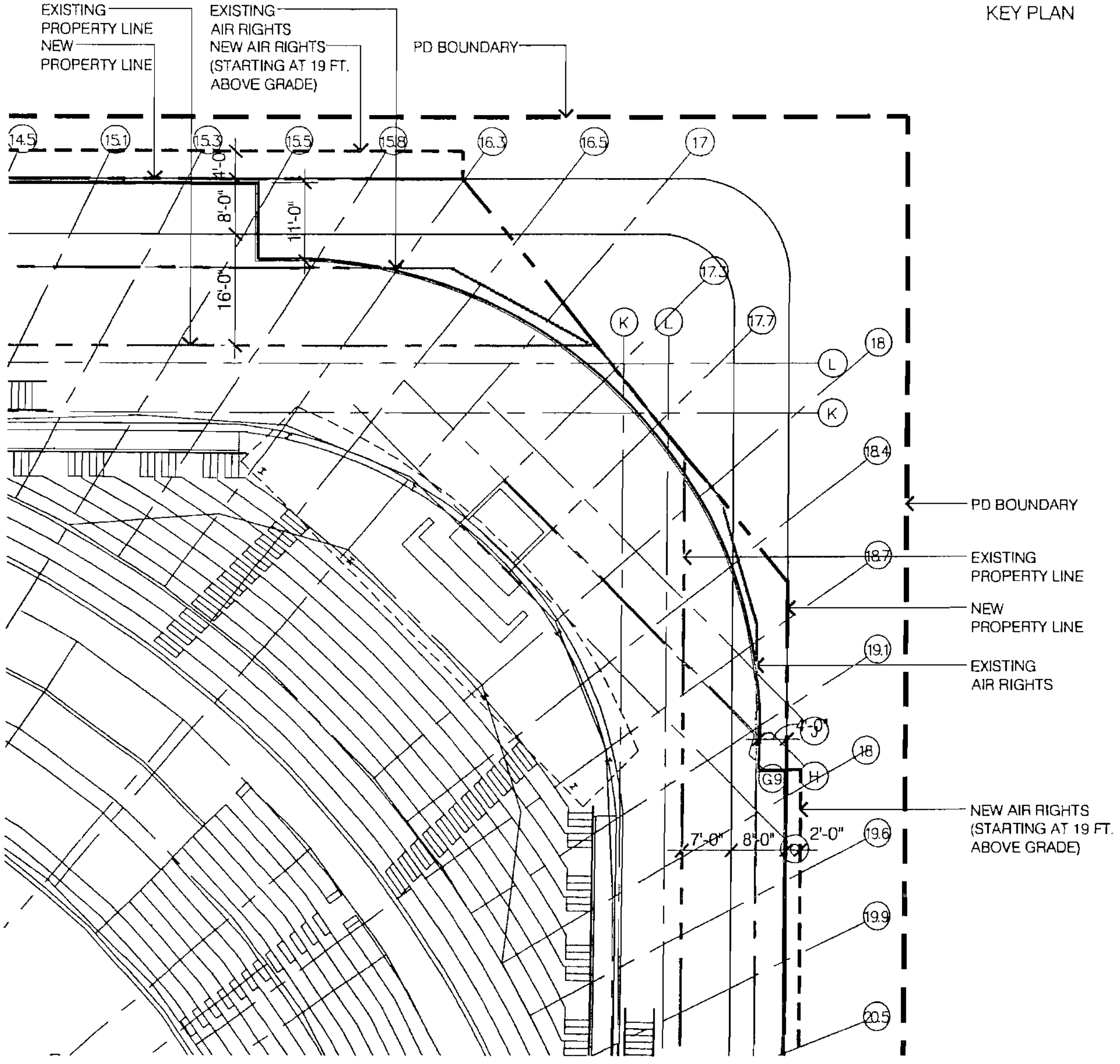

KEY PLAN
EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)
PD BOUNDARY
14.5
15.1
15.3
15.5
15.8
16.3
16.5
17
17.3
17.7
18
18.4
18.7
19.1
18
19.6
19.9
20.5
K
L
L
K
J
H
G9
G
4'-0"
8'-0"
11'-0"
16'-0"
4'-0"
7'-0"
8'-0"
2'-0"
CONCESSION
CF BLEACHER SEATING INFILL
GNAGE
PD BOUNDARY
EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)

SHEFFIELD & WAVELAND WALL EXPANSION PLAN - MEZZANINE LEVEL (SUB-AREA A)

0 10 20

Sheffield And Waveland Wall Expansion Plan -- Bowl Level (Subarea A).

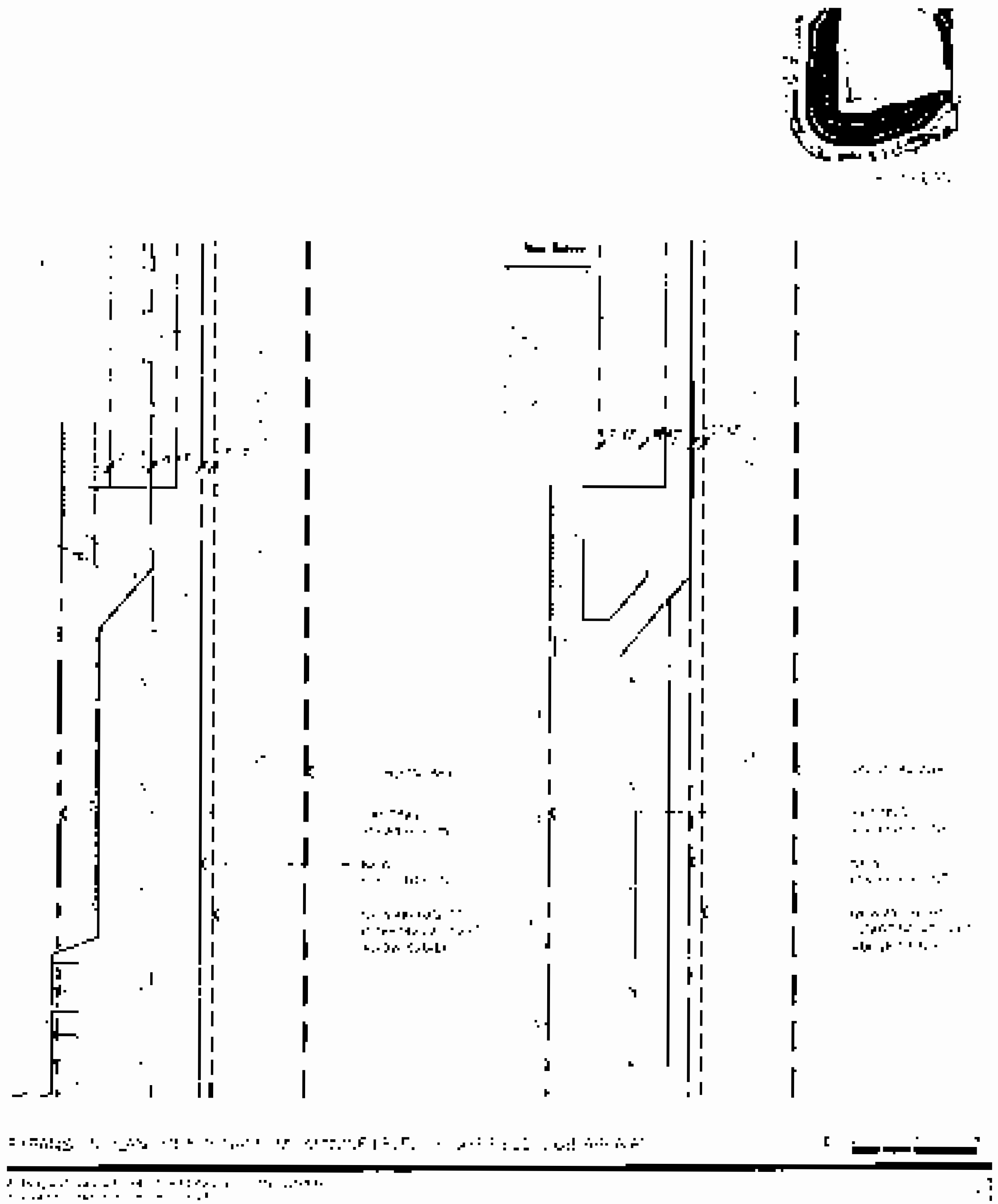



EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)
PD BOUNDARY
14.5
15.1
15.3
15.5
15.8
16.3
16.5
17
17.3
17.7
18
18.4
18.7
19.1
18
19.6
19.9
20.5
K
L
L
K
J
G9
H
G
4'-0"
8'-0"
16'-0"
11'-0"
4'-0"
7'-0"
8'-0"
2'-0"
PD BOUNDARY
EXISTING PROPERTY LINE
NEW PROPERTY LINE
EXISTING AIR RIGHTS
NEW AIR RIGHTS (STARTING AT 19 FT. ABOVE GRADE)
0
10
20

SHEFFIELD & WAVELAND WALL EXPANSION PLAN - BOWL LEVEL (SUB-AREA A)

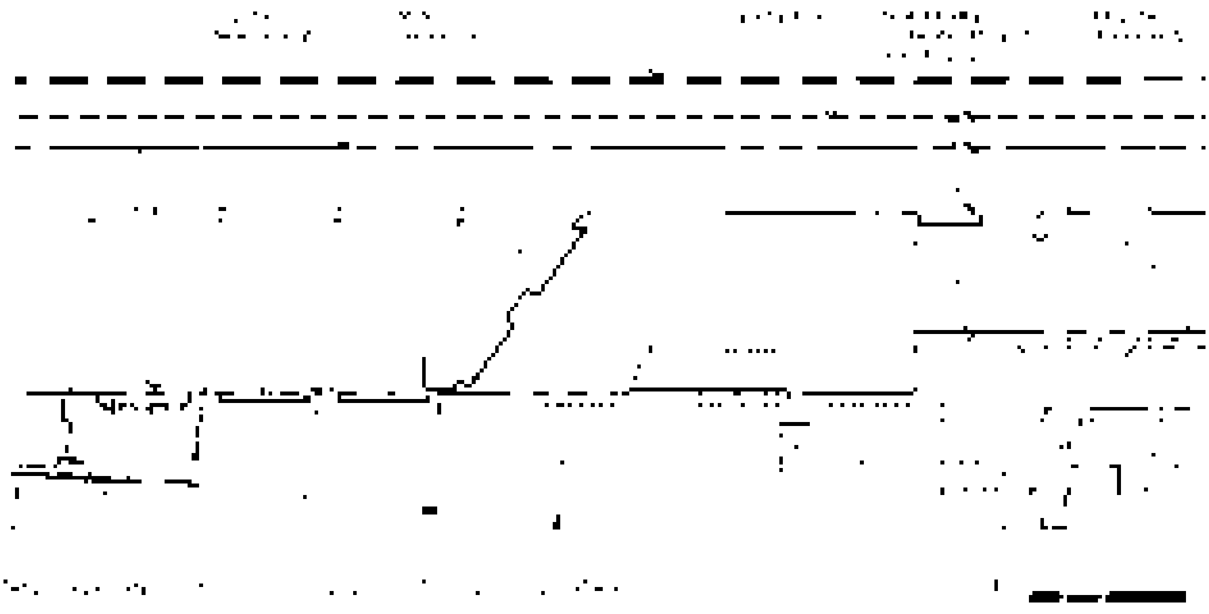
APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)

Expansion Plan -- Concourse Mezzanine Level --
Right Field (Subarea A)

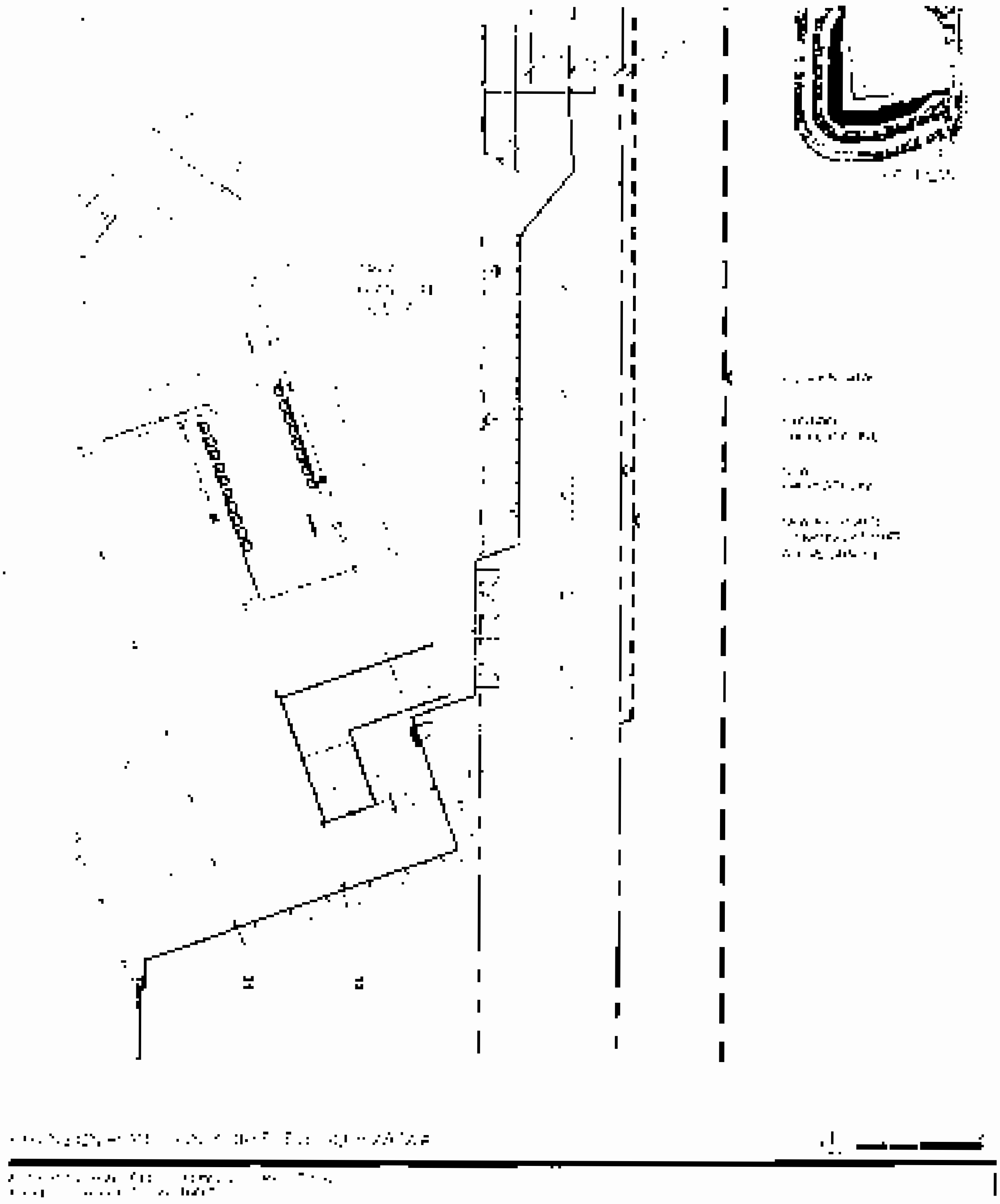


Expansion Plan - Concourse Level

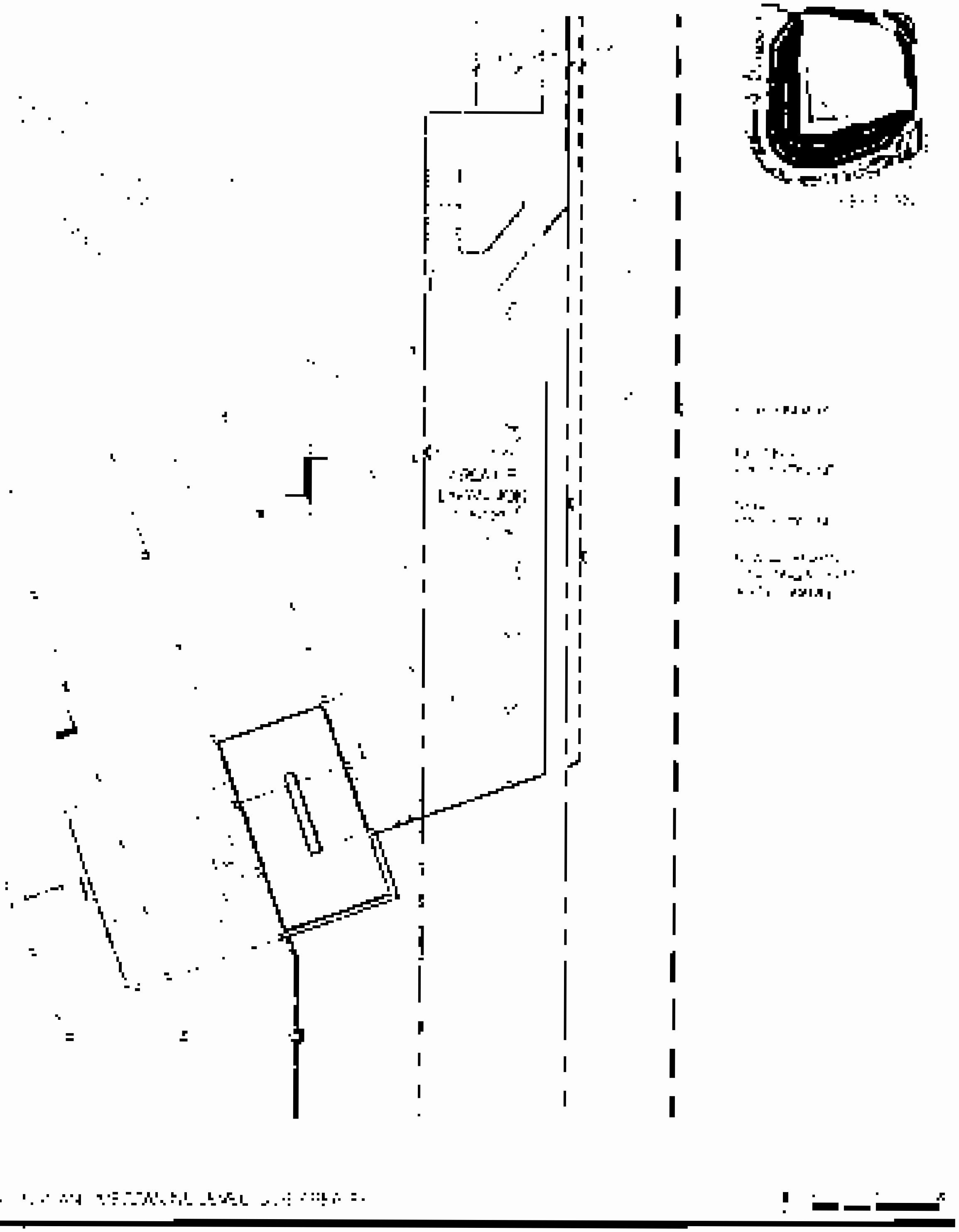
[illegible]



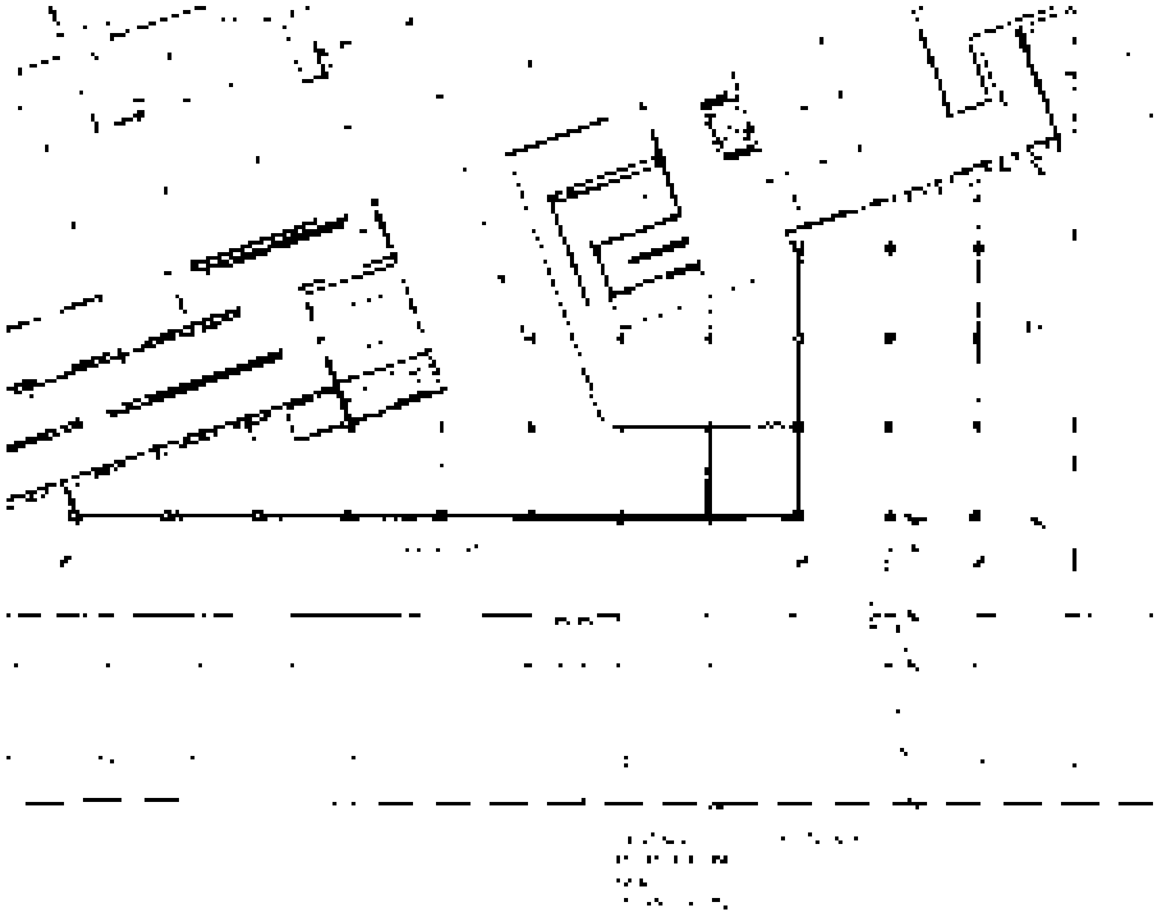
Expansion Plan – Concourse Level (Subarea A)
(Page 1 of 2)



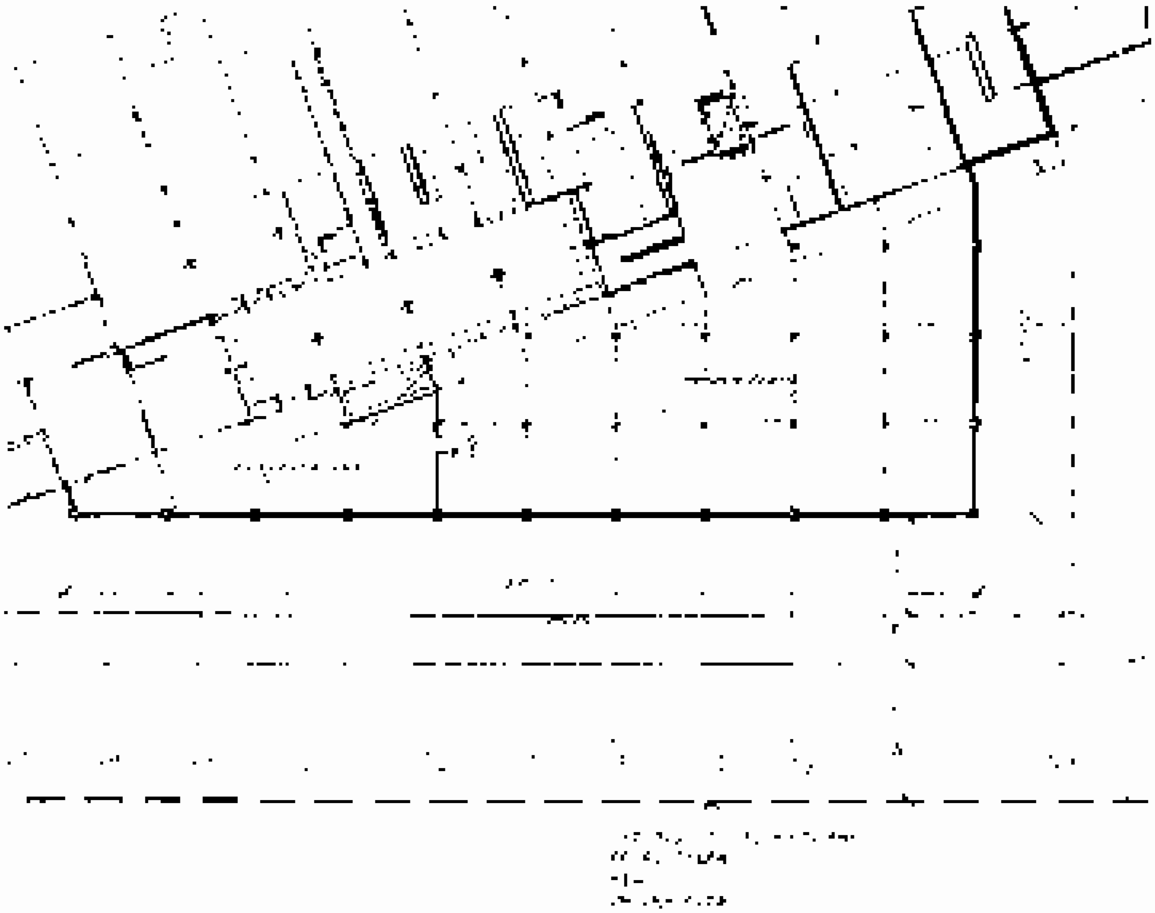
Expansion Plan -- Concourse Level (Subarea A)
(Page 2 of 7)



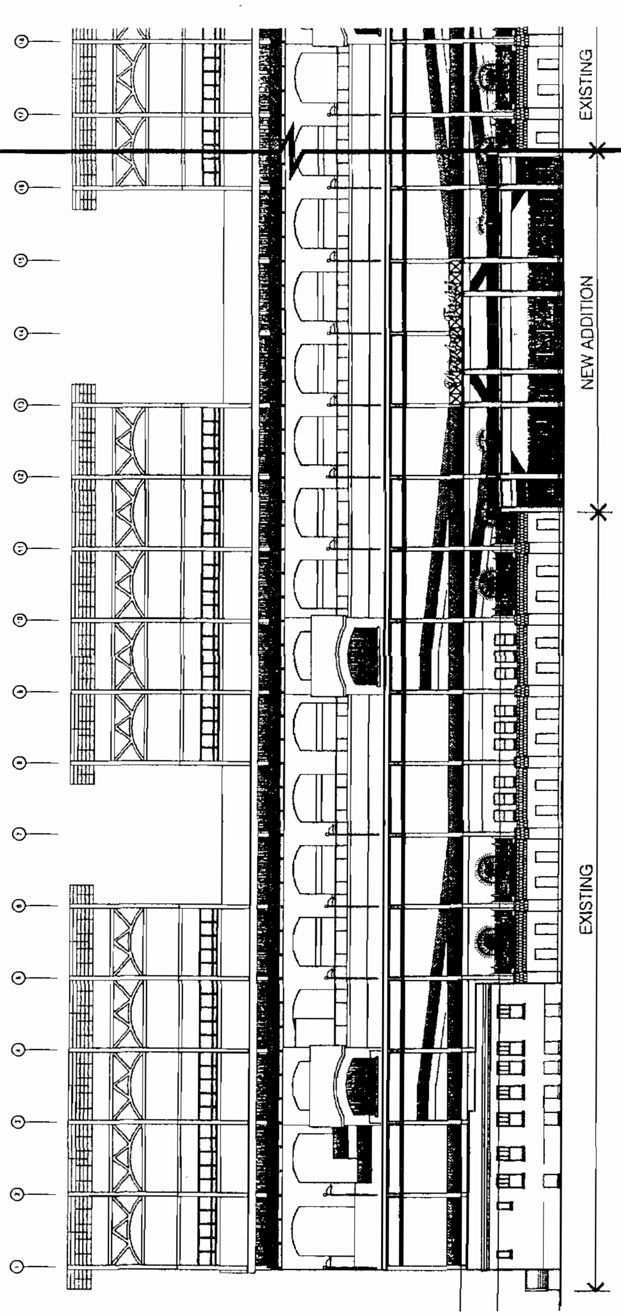
Expansion Plan - Mezzanine Level (Section A)
Page [illegible]



Expansion Plan – Mezzanine Level (Subarea A)
(Page 2 of 2)



Restoration And Expansion Elevations (Subarea A).
(Page 1 of 8)

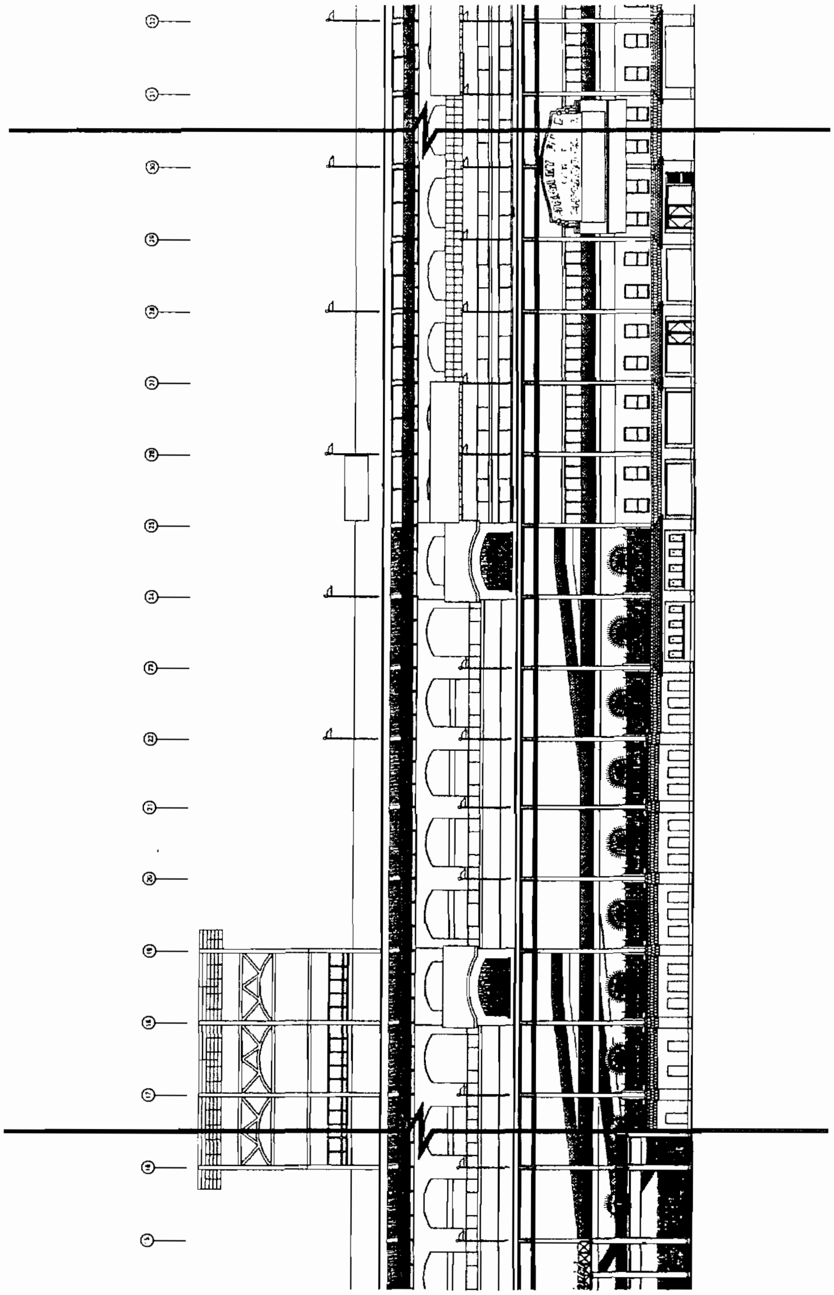

EXISTING
NEW ADDITION
EXISTING

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (1 OF 8)

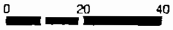
0 20 40

Restoration And Expansion Elevations (Subarea A).
(Page 2 of 8)

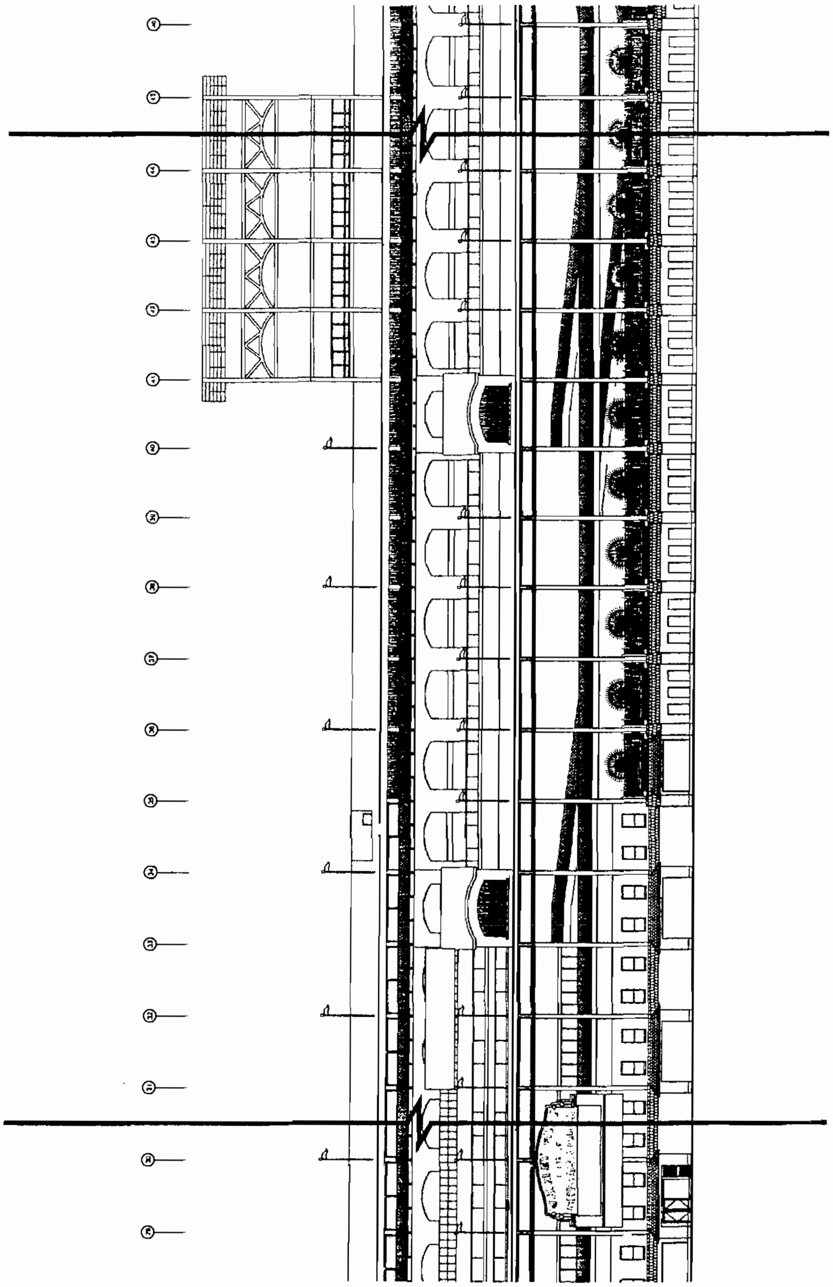


NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (2 OF 8)

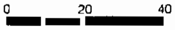


Restoration And Expansion Elevations (Subarea A).
(Page 3 of 8)

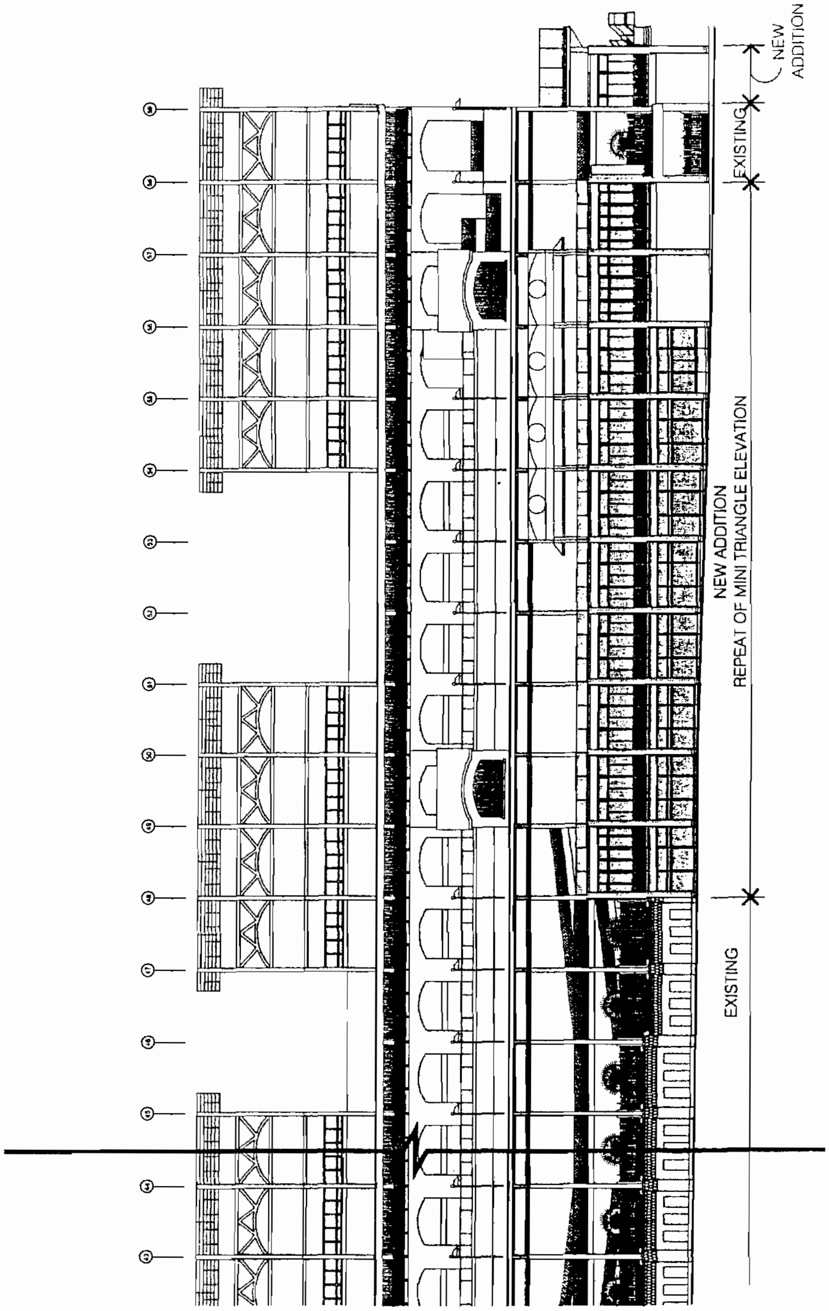


NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (3 OF 8)



Restoration And Expansion Elevations (Subarea A).
(Page 4 of 8)


NEW ADDITION
EXISTING
NEW ADDITION
REPEAT OF MINI TRIANGLE ELEVATION
EXISTING

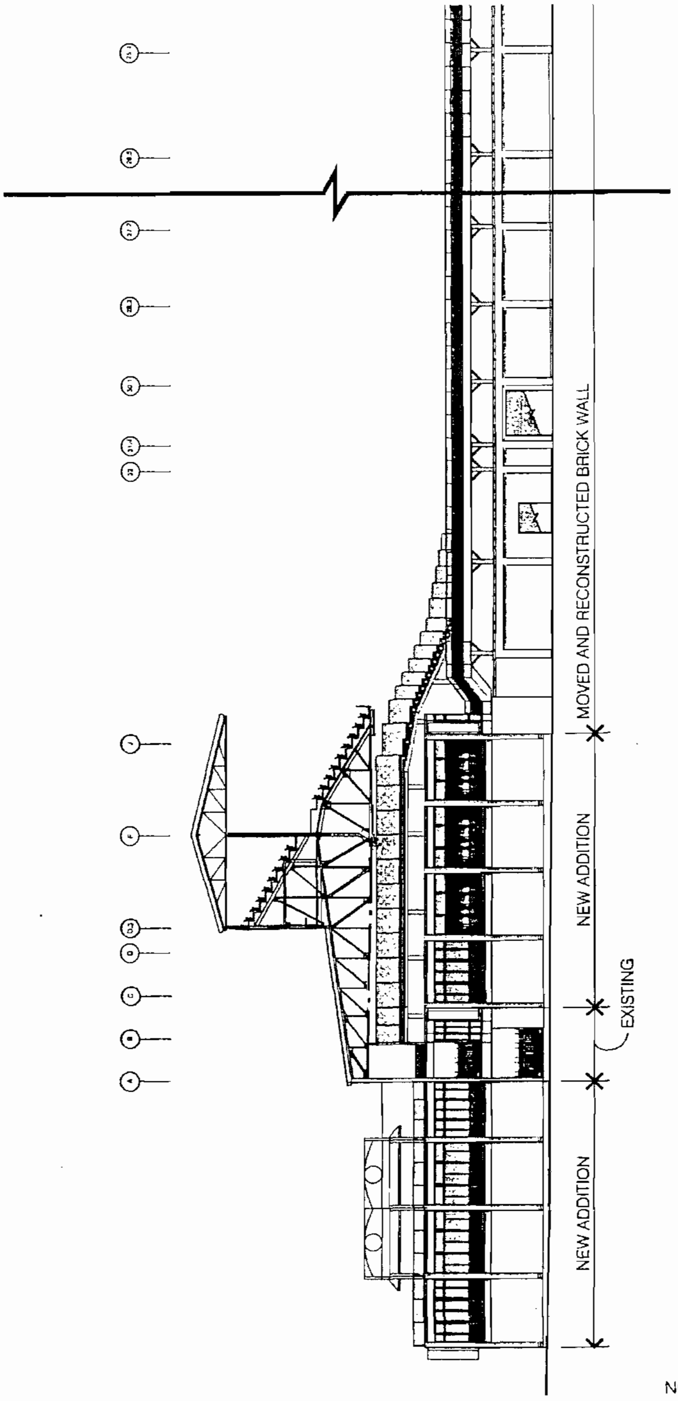
NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (4 OF 8)

0 20 40

Restoration And Expansion Elevations (Subarea A).

(Page 5 of 8)

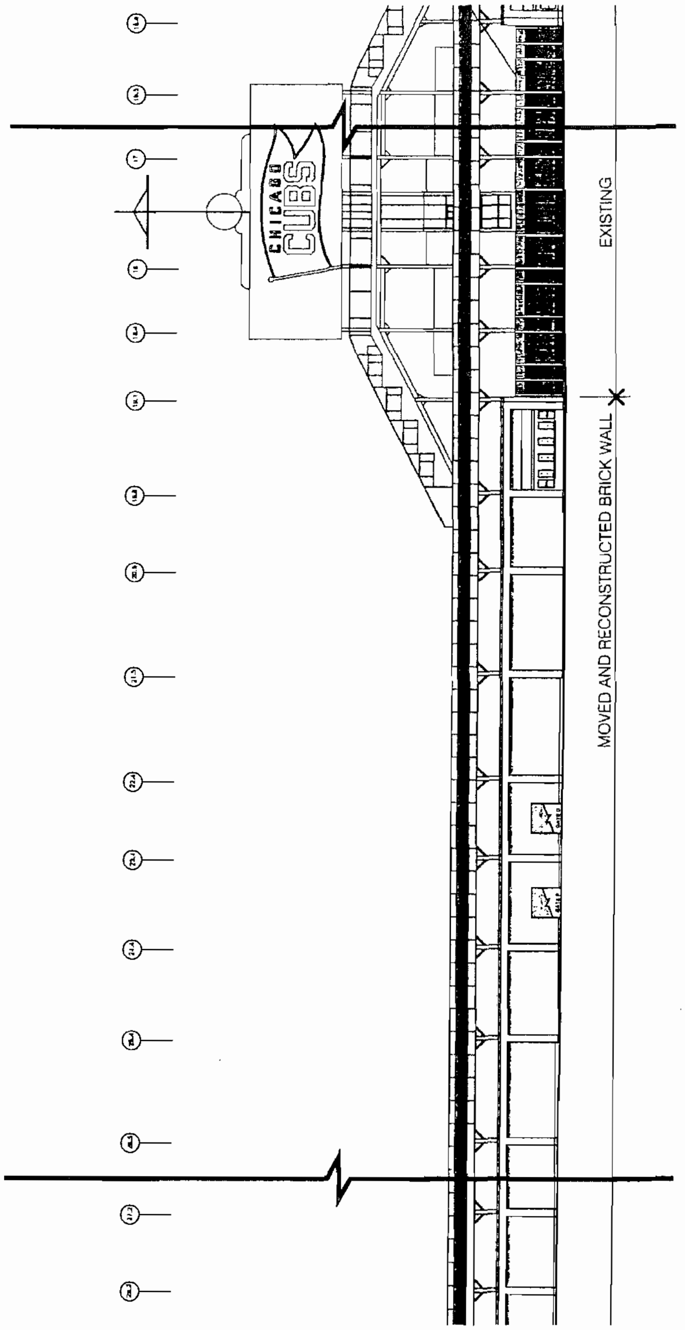

MOVED AND RECONSTRUCTED BRICK WALL
NEW ADDITION
EXISTING
NEW ADDITION

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (5 OF 8)

0 20 40

Restoration And Expansion Elevations (Subarea A).
(Page 6 of 8)


CHICAGO
CUBS
EXISTING
MOVED AND RECONSTRUCTED BRICK WALL

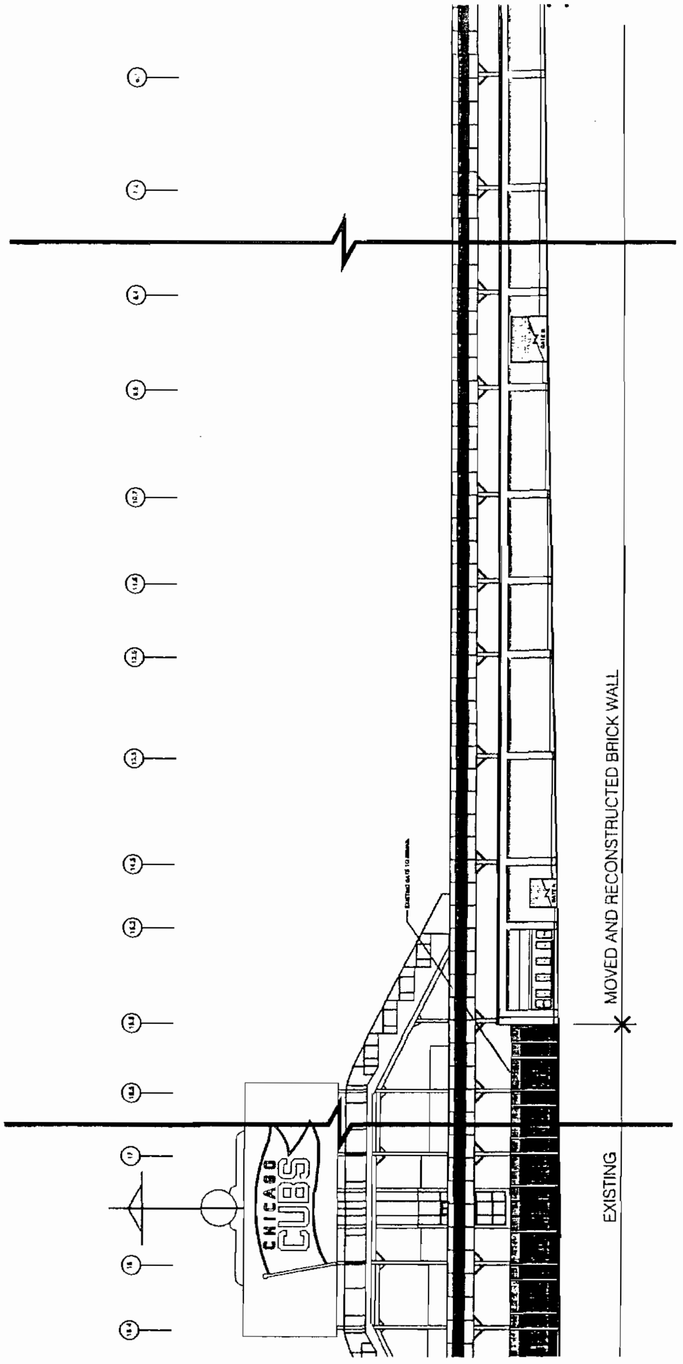
NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (6 OF 8)

0 20 40

APPLICANT: WRIGLEY FIELD HOLDINGS LLC. (AND OTHERS)

Restoration And Expansion Elevations (Subarea A).
(Page 7 of 8)

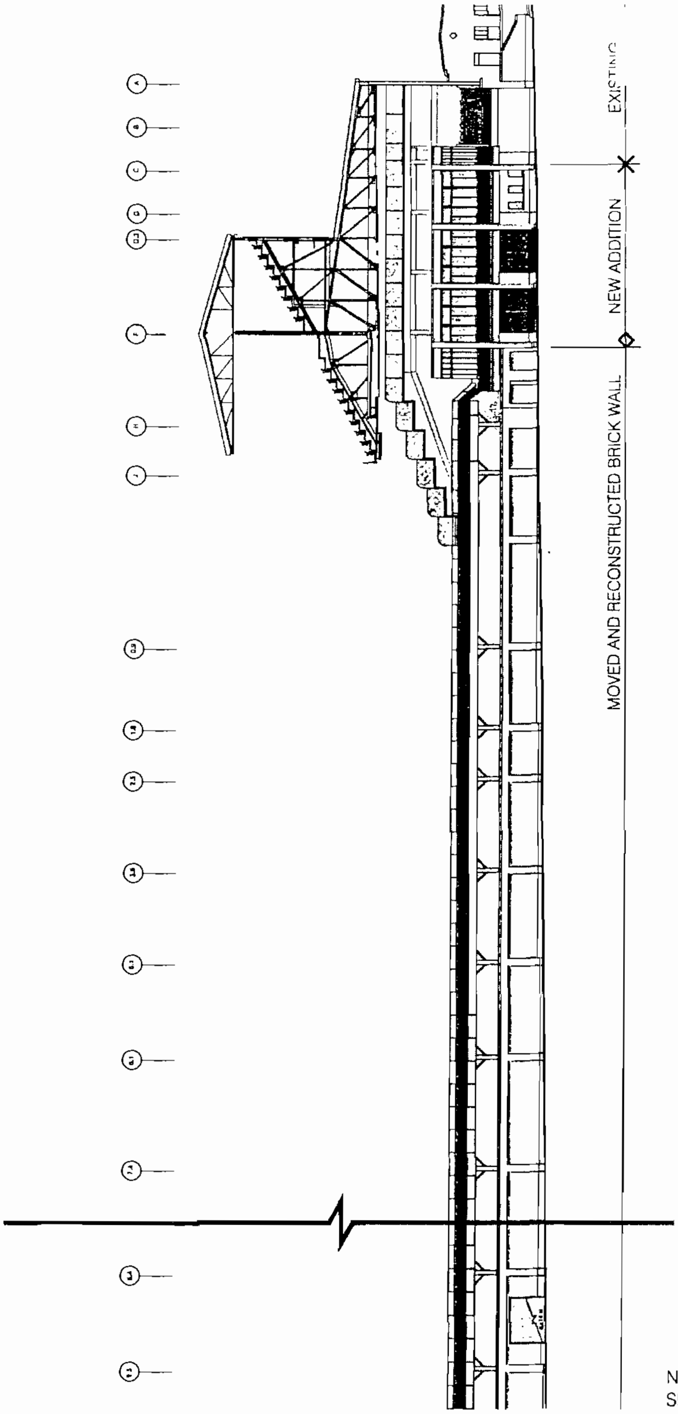

EXISTING GATE TO
CHICAGO
CUBS
MOVED AND RECONSTRUCTED BRICK WALL
EXISTING

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (7 OF 8)

0 20 40

Restoration And Expansion Elevations (Subarea A).
(Page 8 of 8)


EXISTING
NEW ADDITION
MOVED AND RECONSTRUCTED BRICK WALL

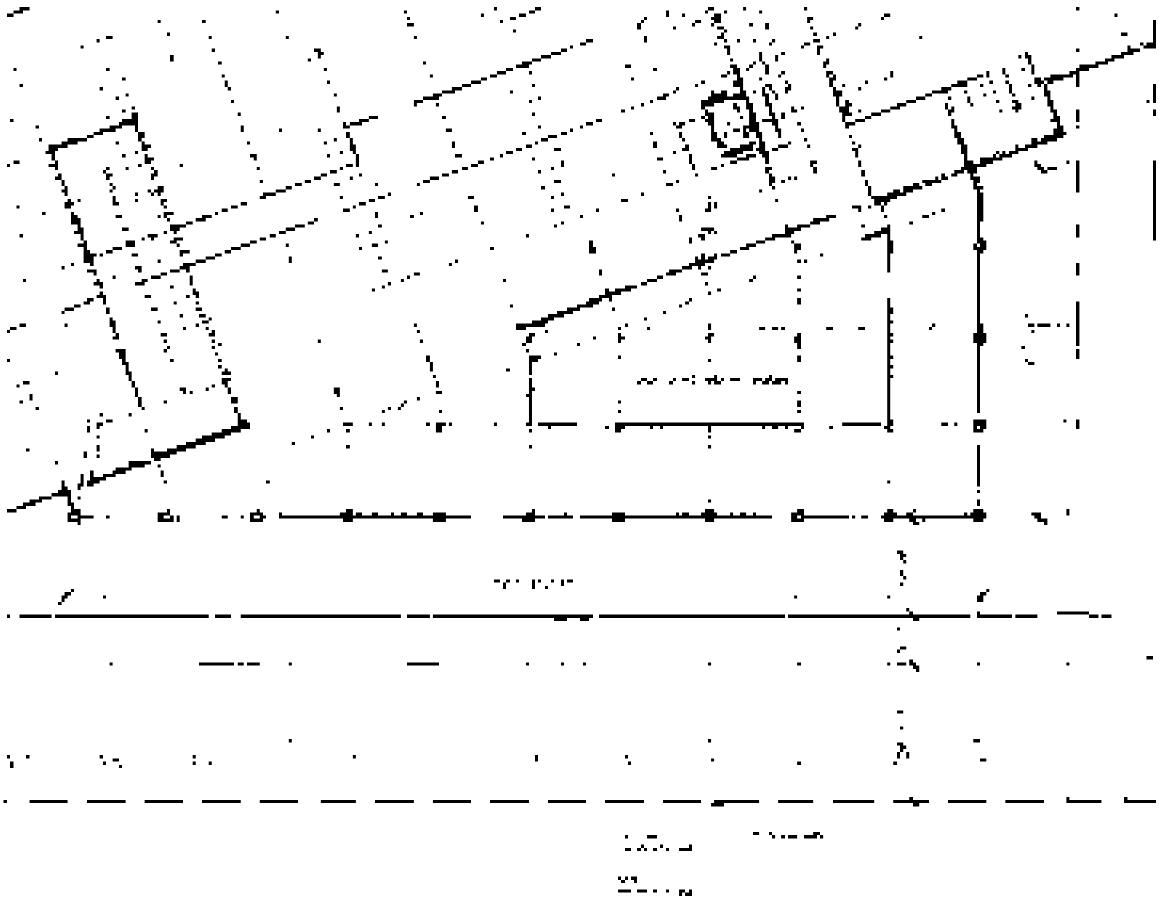
NOTE. SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

RESTORATION AND EXPANSION ELEVATIONS (SUB-AREA A) (8 OF 8)

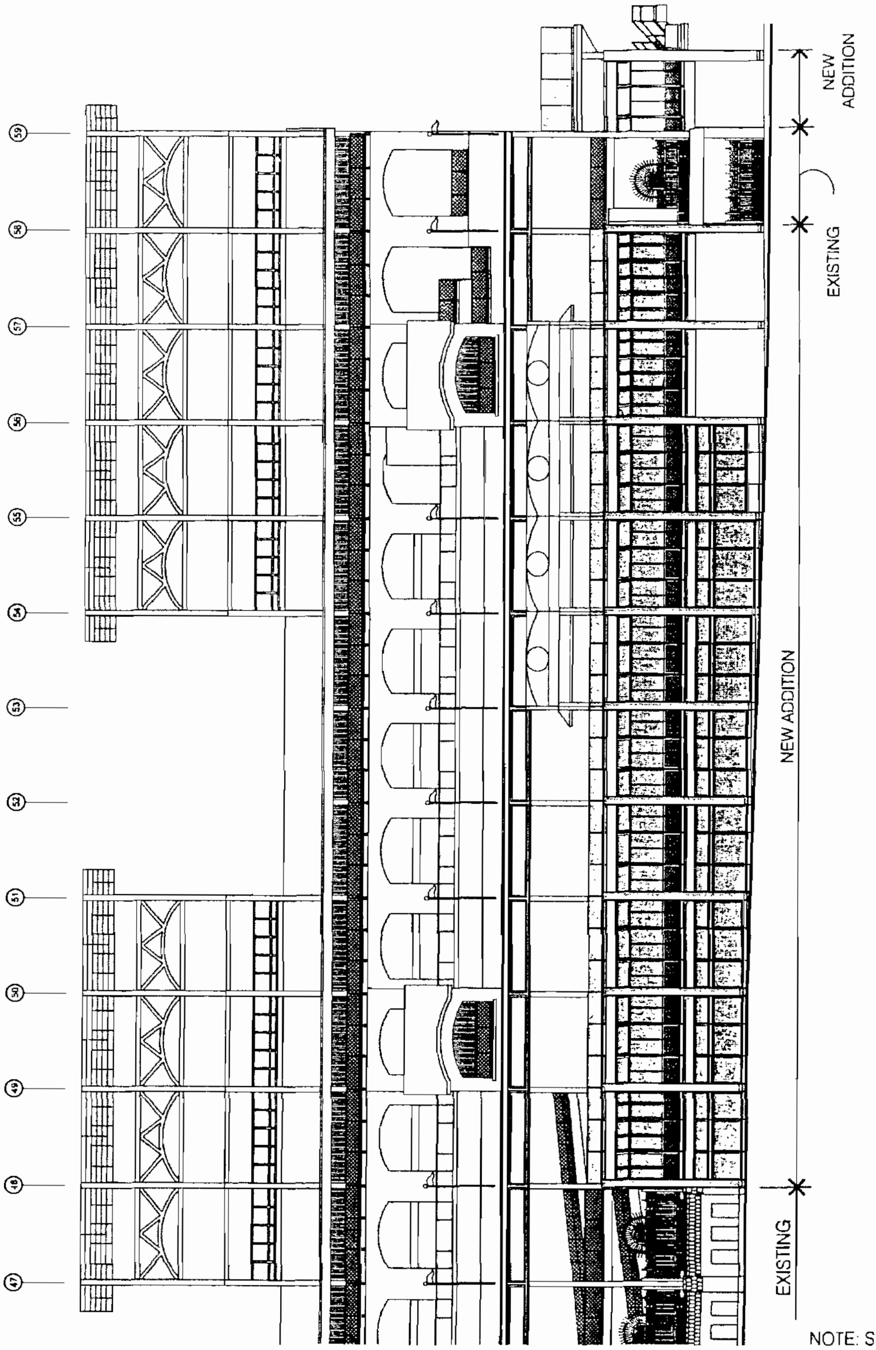
0 20 40

APPLICANT: WRIGLEY FIELD HOLDINGS LLC (AND OTHERS)

Expansion Plan -- Bowl Level (Subarea A)



Mini-Triangle Expansion Elevations (Subarea A).
(Page 1 of 2)

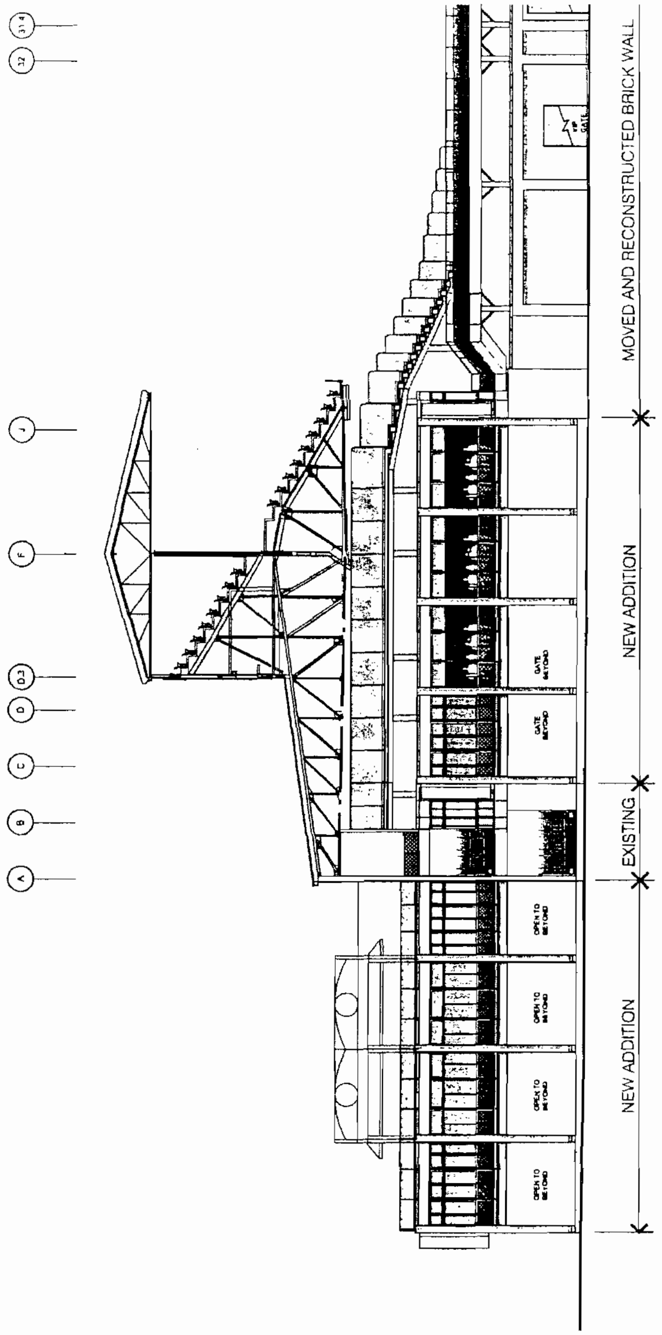

59
58
57
56
55
54
53
52
51
50
49
48
47
NEW ADDITION
EXISTING
NEW ADDITION
EXISTING

NOTE: SIGNAGE OMITTED HERE SEE PD SIGNAGE MATRIX.

MINI-TRIANGLE EXPANSION ELEVATIONS (SUB-AREA A) (1 OF 2)

0 15 30

Mini-Triangle Expansion Elevations (Subarea A).
(Page 2 of 2)

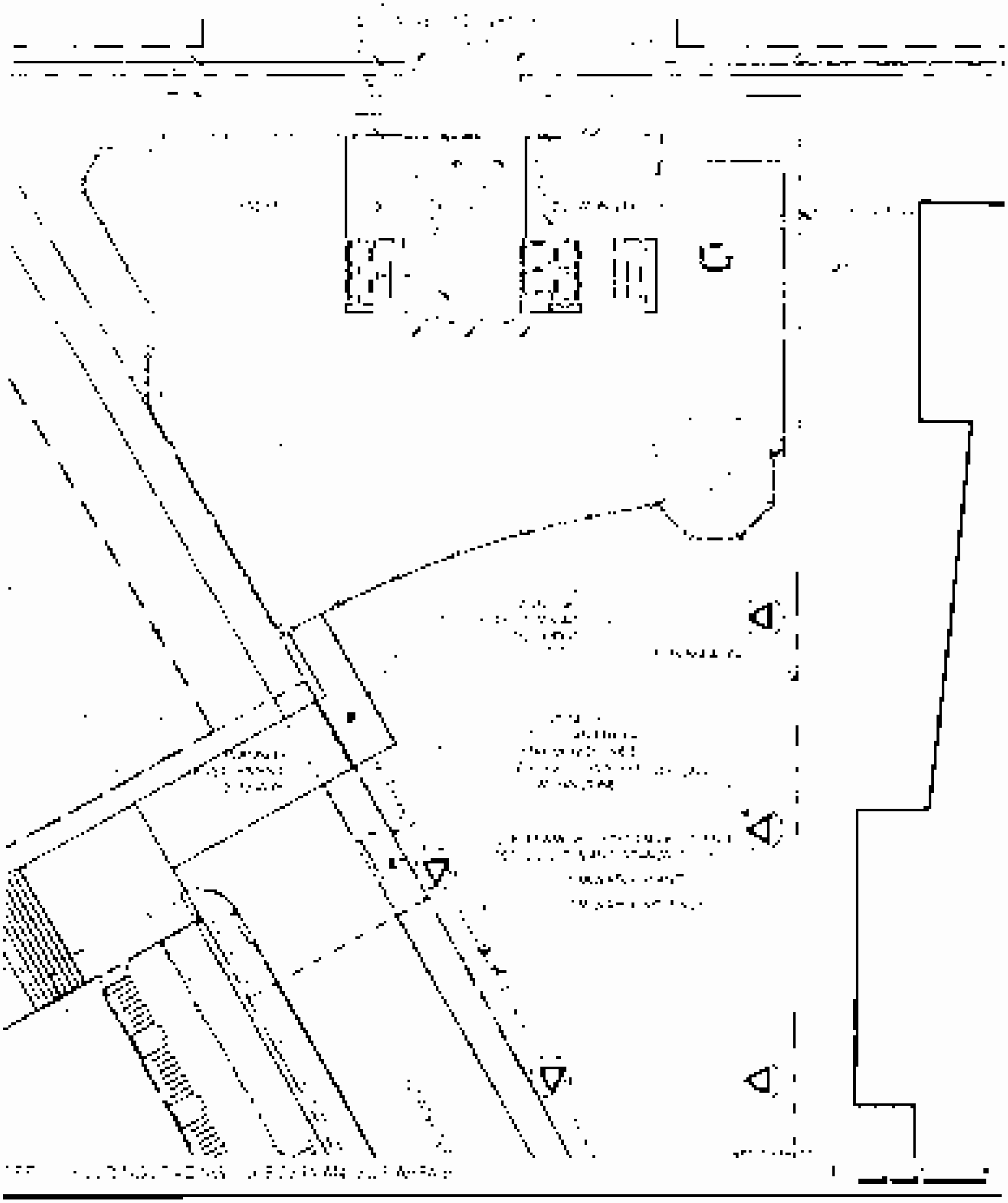

31.4
32
J
F
D.3
D
C
B
A
MOVED AND RECONSTRUCTED BRICK WALL
NEW ADDITION
EXISTING
NEW ADDITION
GATE BEYOND
GATE BEYOND
OPEN TO BEYOND
OPEN TO BEYOND
OPEN TO BEYOND
OPEN TO BEYOND

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

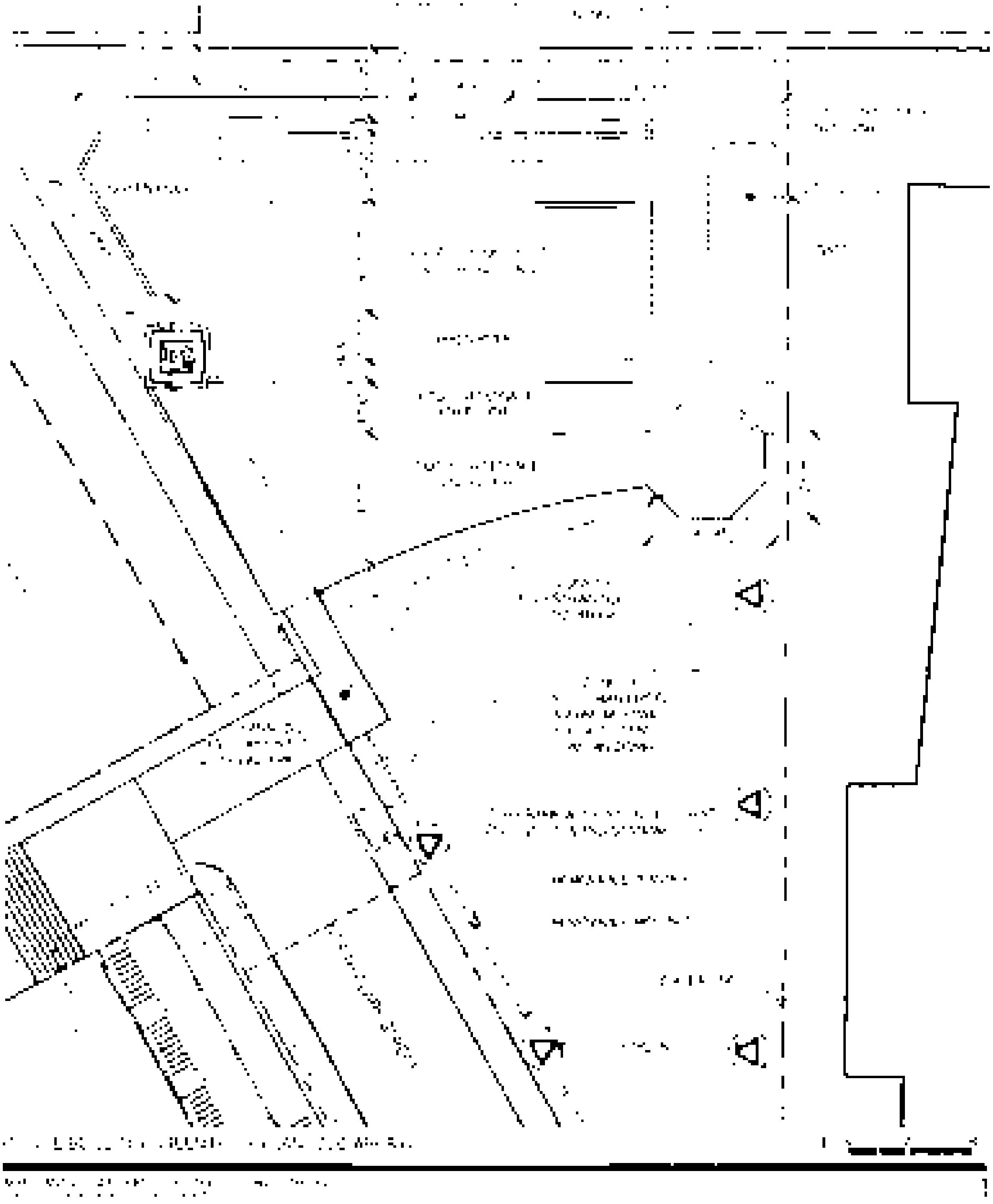
MINI-TRIANGLE EXPANSION ELEVATIONS (SUB-AREA A) (2 OF 2)

0 15 30

Office Building Loading Access Plan (Subarea B)

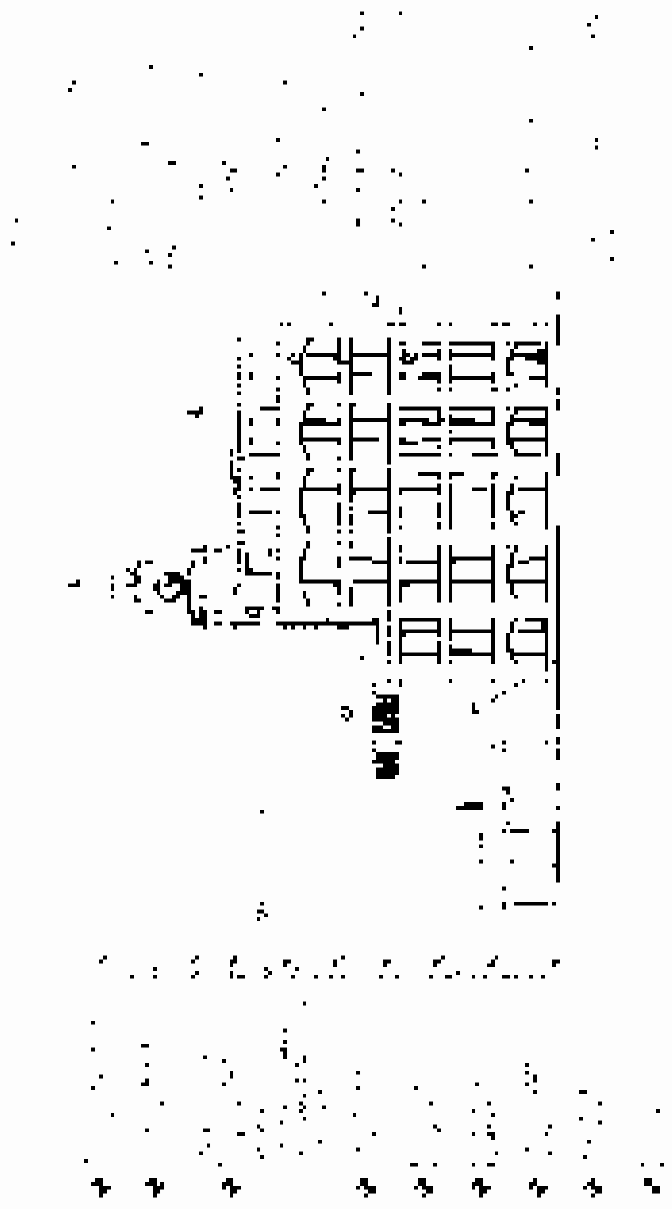


Office Building Green Roof Plan (Subarea B)



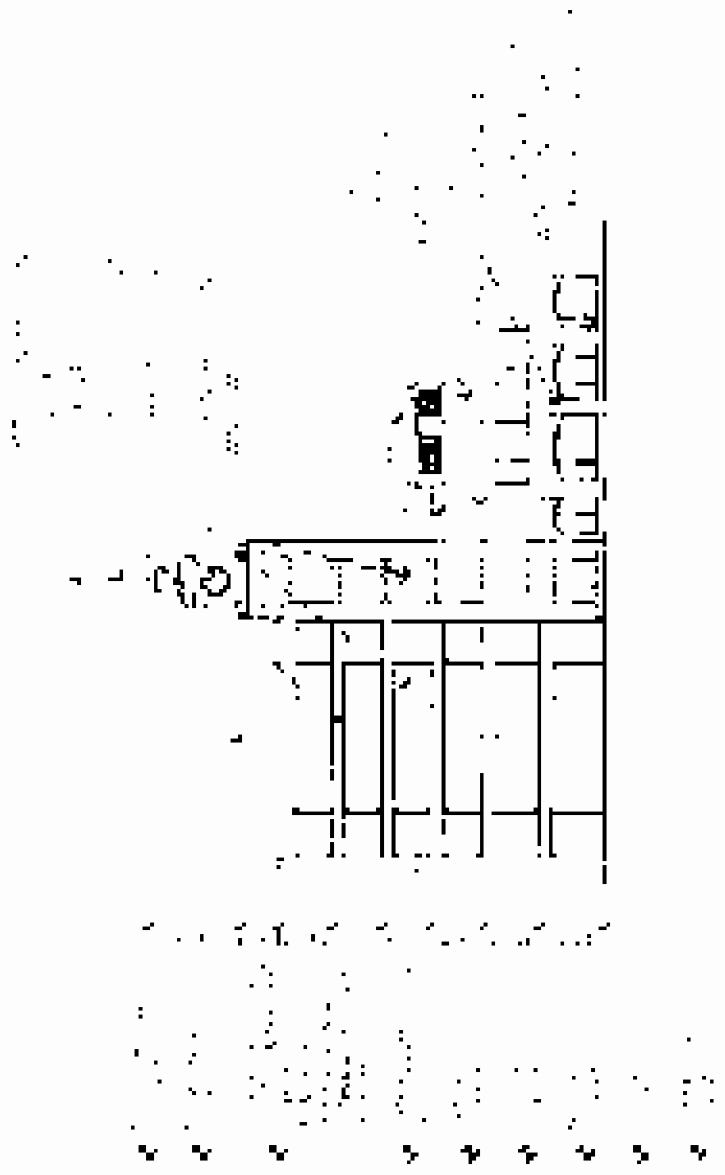
[illegible]

Page 1 of 4



[illegible]

Office Building West Elevation (Subarea B)
(Page 2 of 4)



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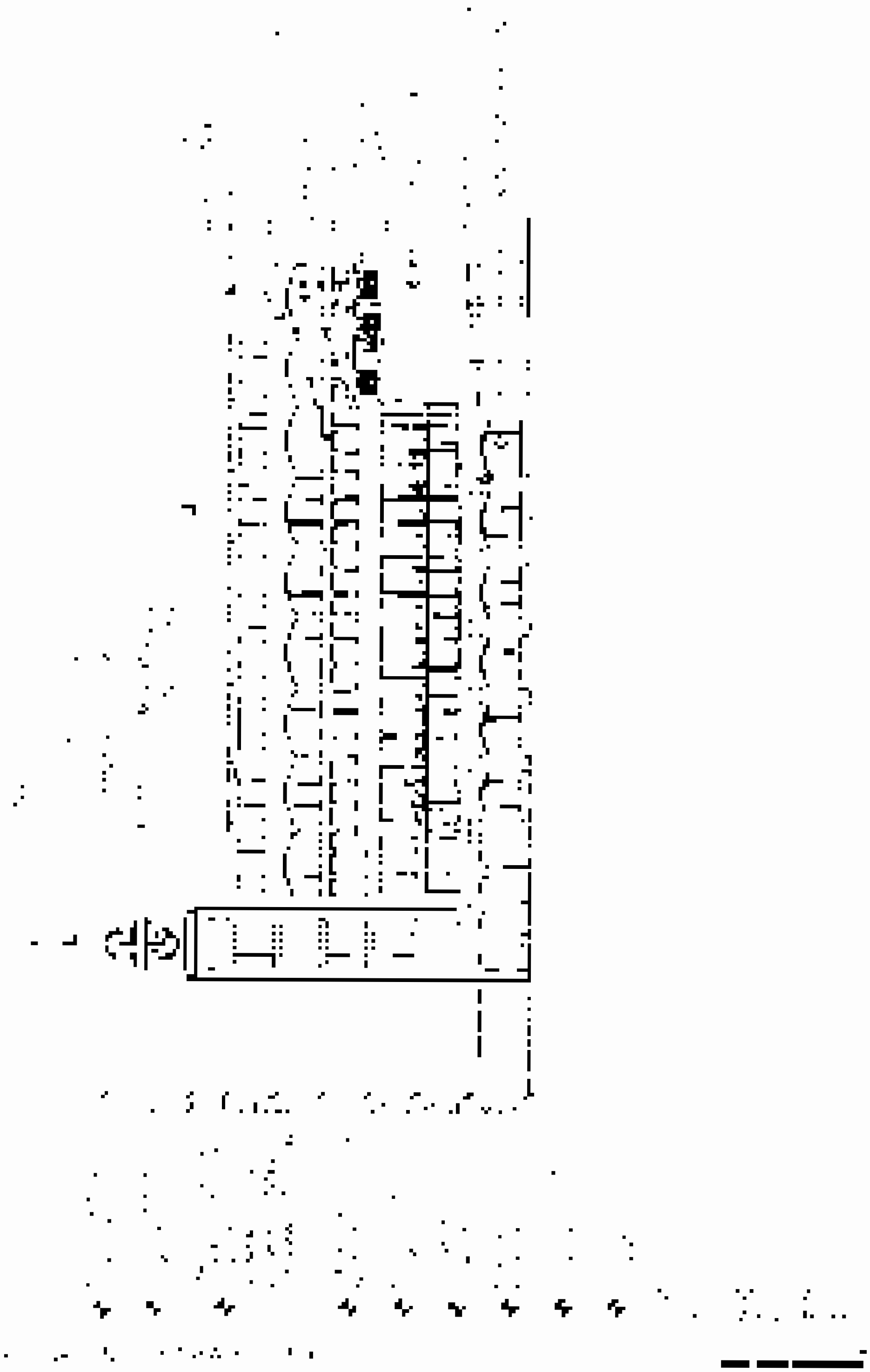
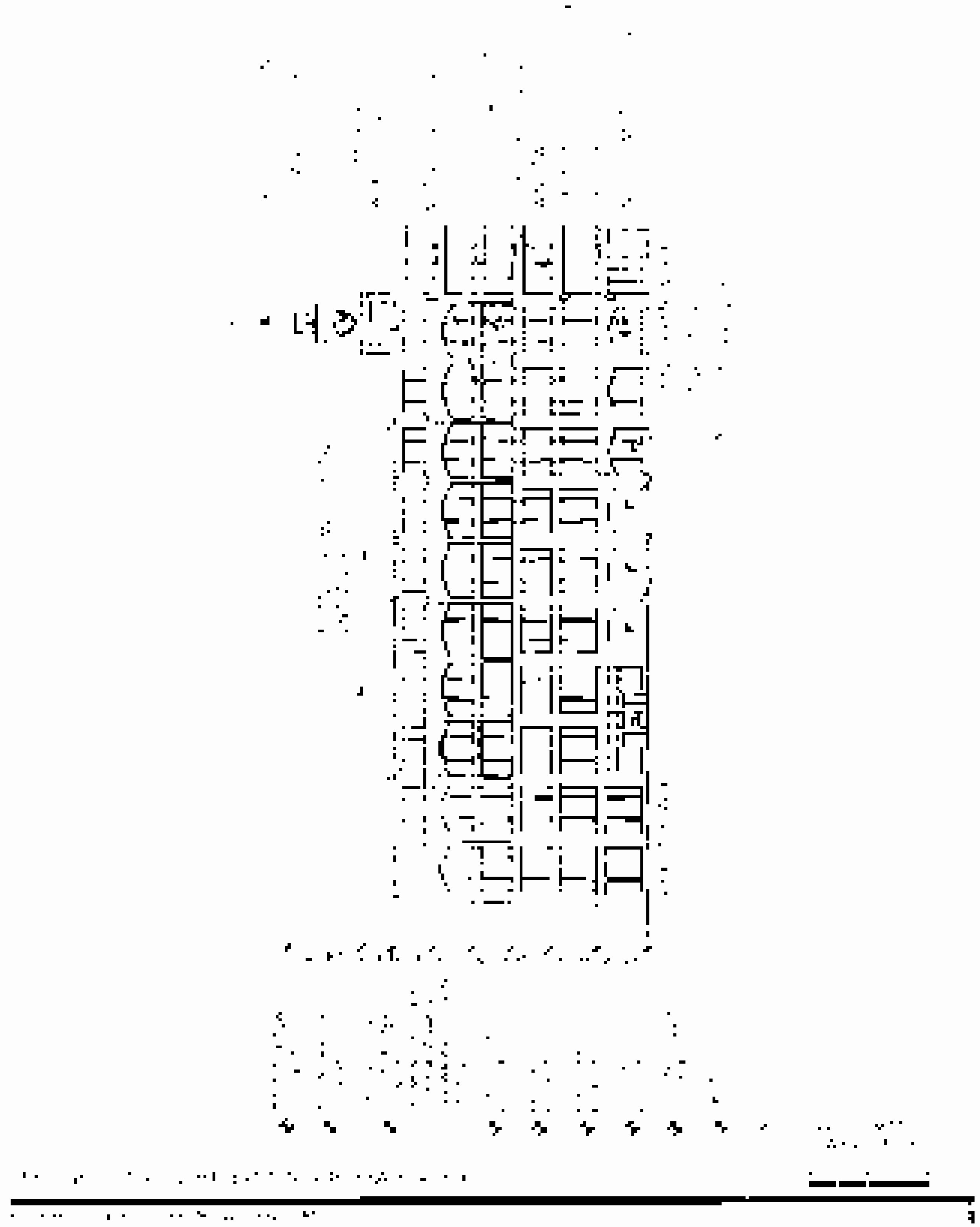
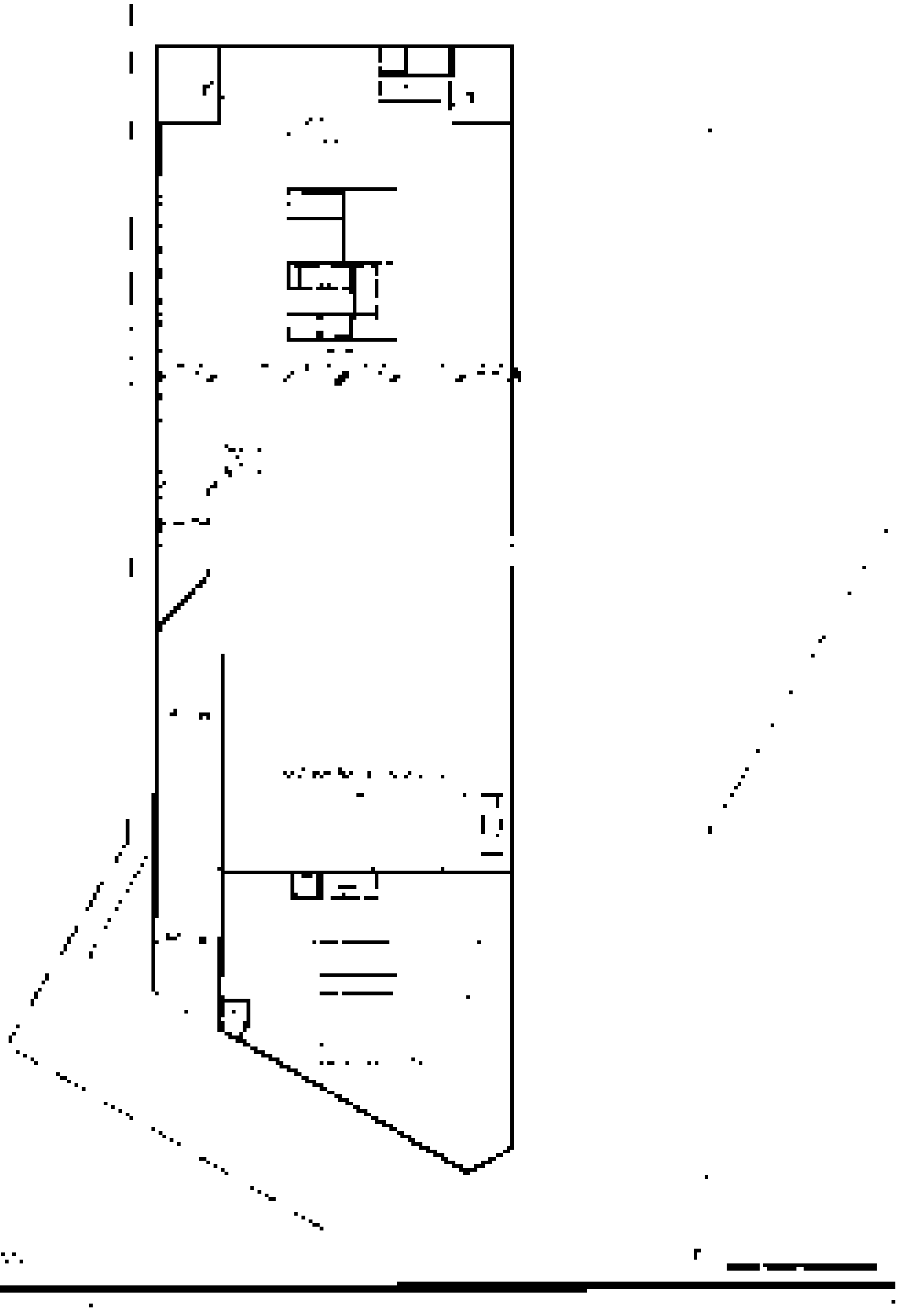
(Page 3 of 4)



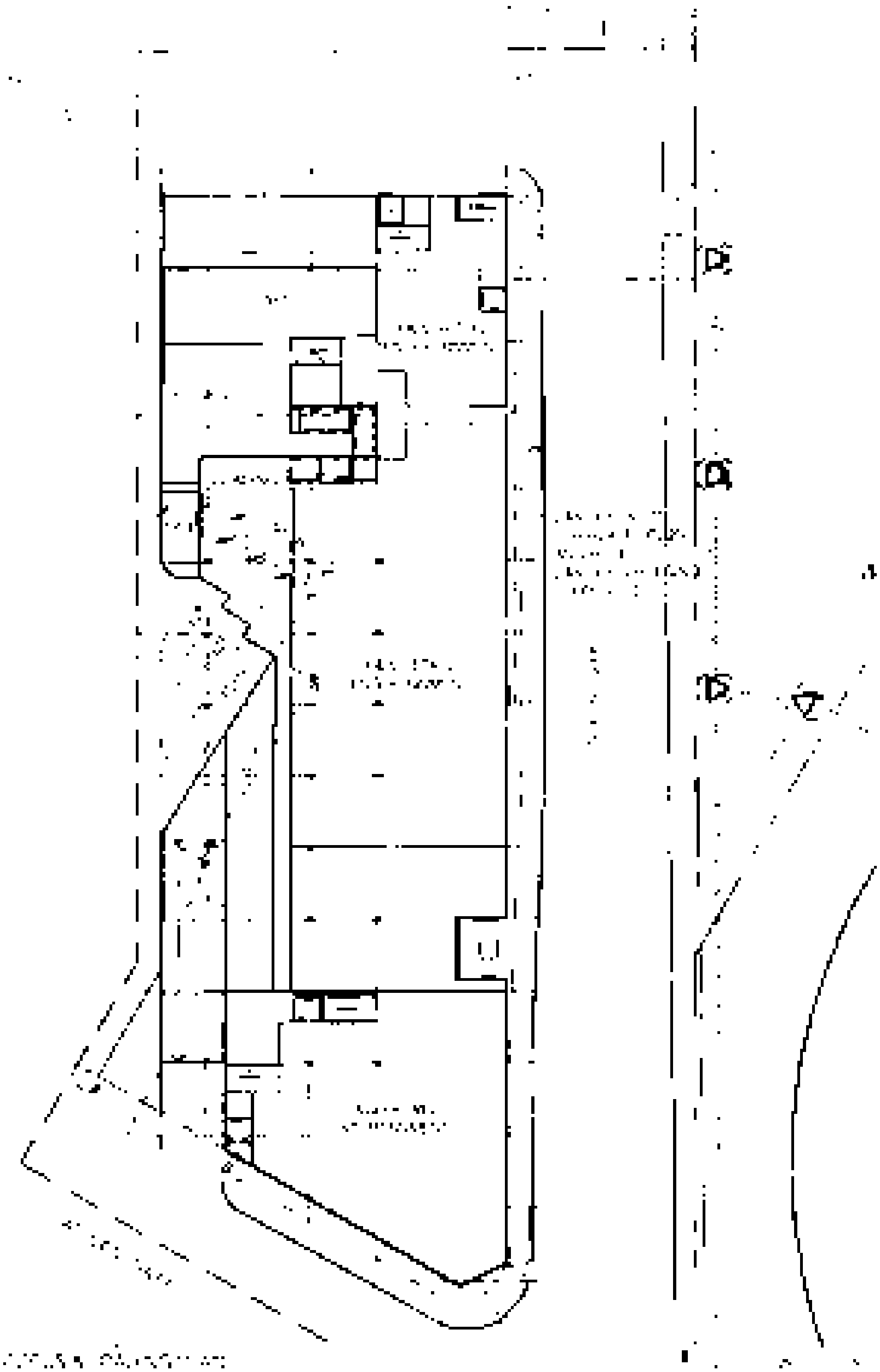
Oliver Building South Elevation (Garland Ct.)
(Page 5 of 6)



Main Building Parking Plan

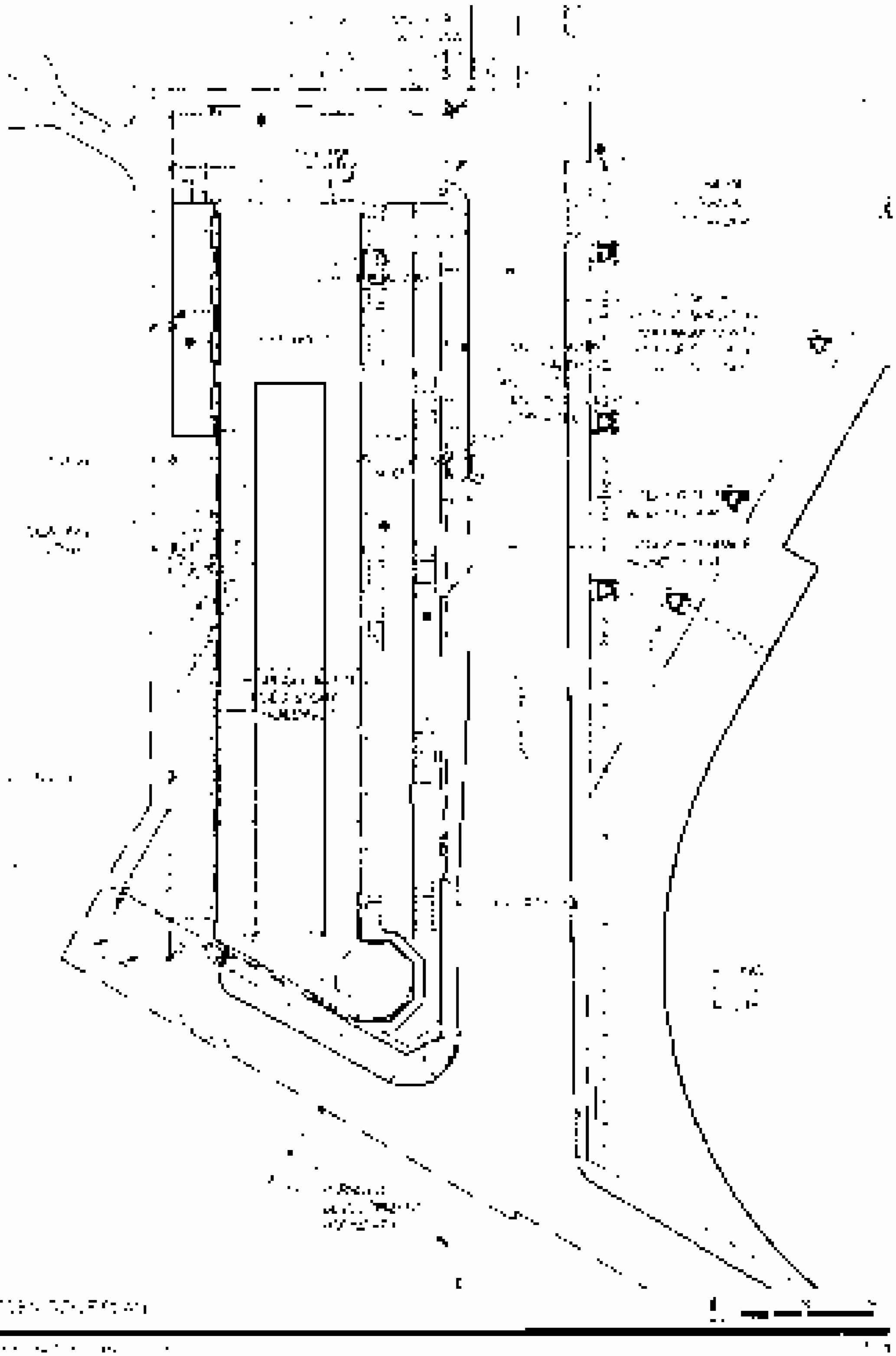


Hotel Building Parking Access And Loading Plan

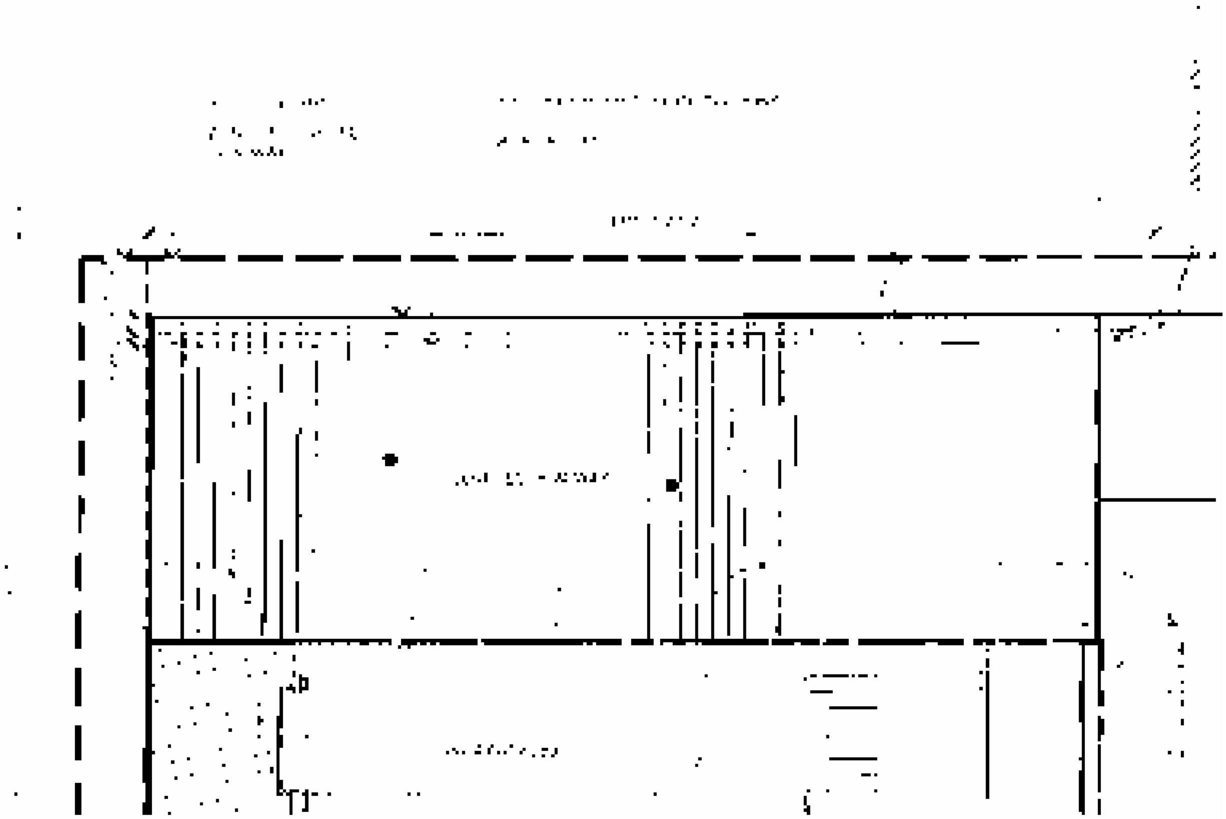


[illegible]

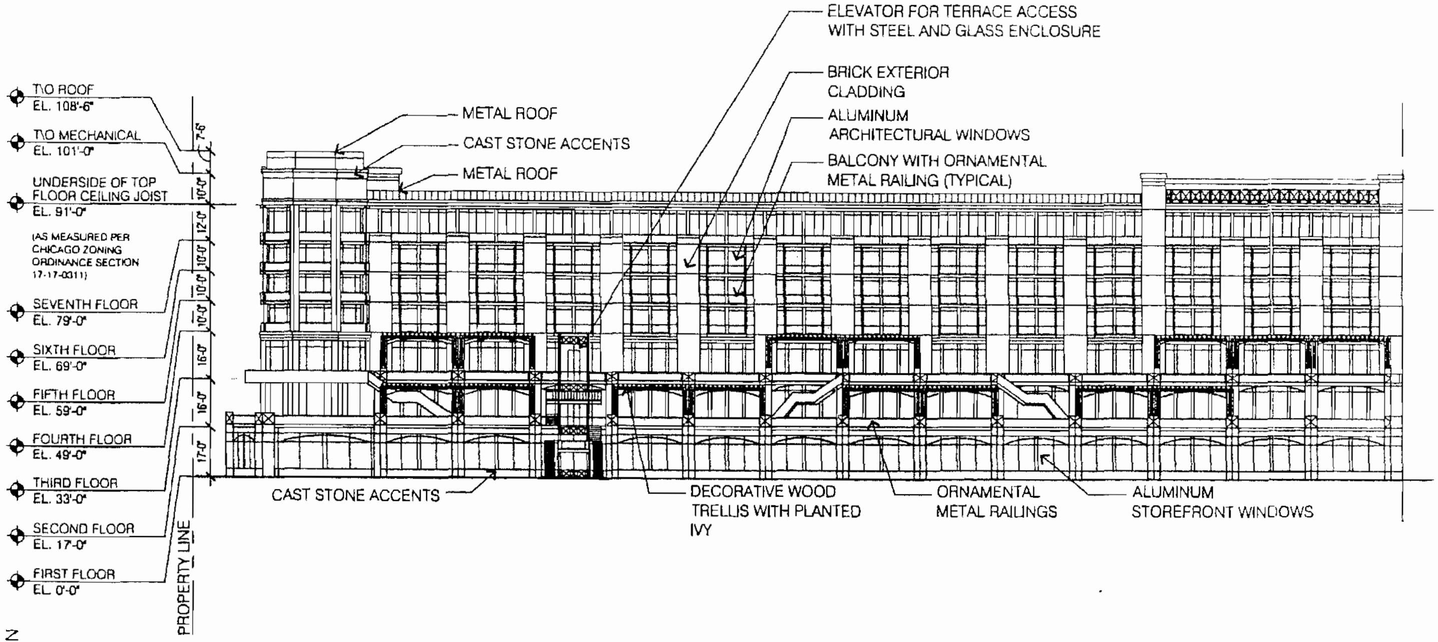
Hotel Building Green Roof Plan



Hotel Building Enlarged Plan



Hotel Building East Elevation (Subarea D).
(Page 1 of 4)

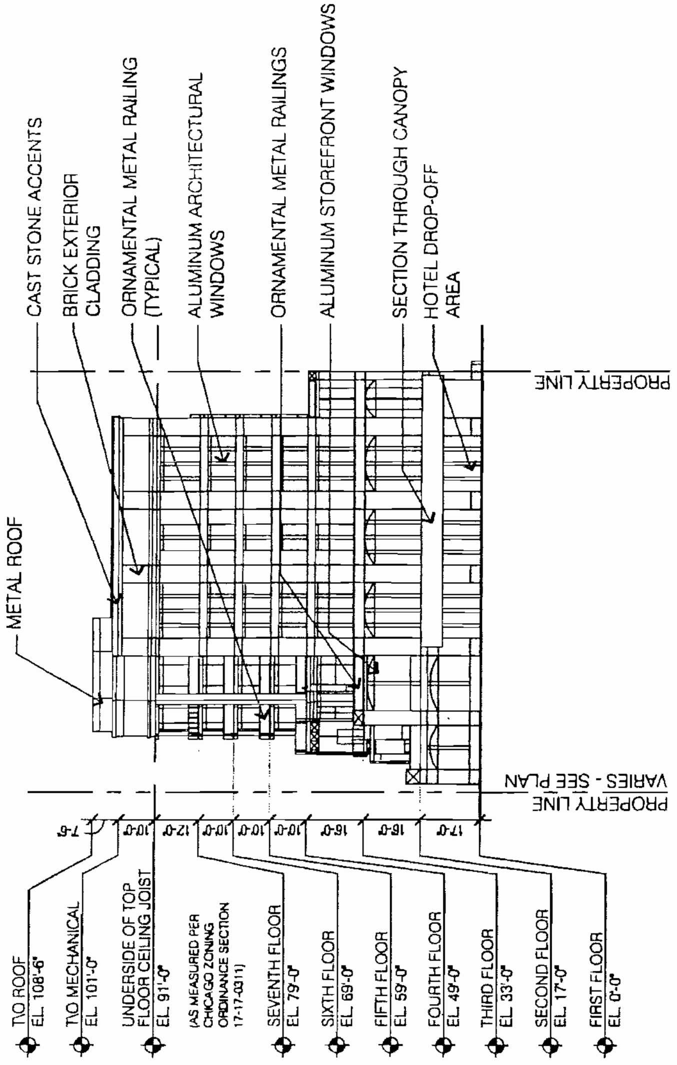

T\O ROOF
EL. 108'-6"
T\O MECHANICAL
EL. 101'-0"
UNDERSIDE OF TOP FLOOR CEILING JOIST
EL. 91'-0"
(AS MEASURED PER CHICAGO ZONING ORDINANCE SECTION 17-17-0311)
SEVENTH FLOOR
EL. 79'-0"
SIXTH FLOOR
EL. 69'-0"
FIFTH FLOOR
EL. 59'-0"
FOURTH FLOOR
EL. 49'-0"
THIRD FLOOR
EL. 33'-0"
SECOND FLOOR
EL. 17'-0"
FIRST FLOOR
EL. 0'-0"
PROPERTY LINE
METAL ROOF
CAST STONE ACCENTS
METAL ROOF
ELEVATOR FOR TERRACE ACCESS WITH STEEL AND GLASS ENCLOSURE
BRICK EXTERIOR CLADDING
ALUMINUM ARCHITECTURAL WINDOWS
BALCONY WITH ORNAMENTAL METAL RAILING (TYPICAL)
CAST STONE ACCENTS
DECORATIVE WOOD TRELLIS WITH PLANTED IVY
ORNAMENTAL METAL RAILINGS
ALUMINUM STOREFRONT WINDOWS

HOTEL BUILDING EAST ELEVATION (SUB-AREA D) (1 OF 4)

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

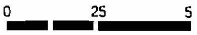
0 25 50

Hotel Building North Elevation (Subarea D).
(Page 2 of 4)

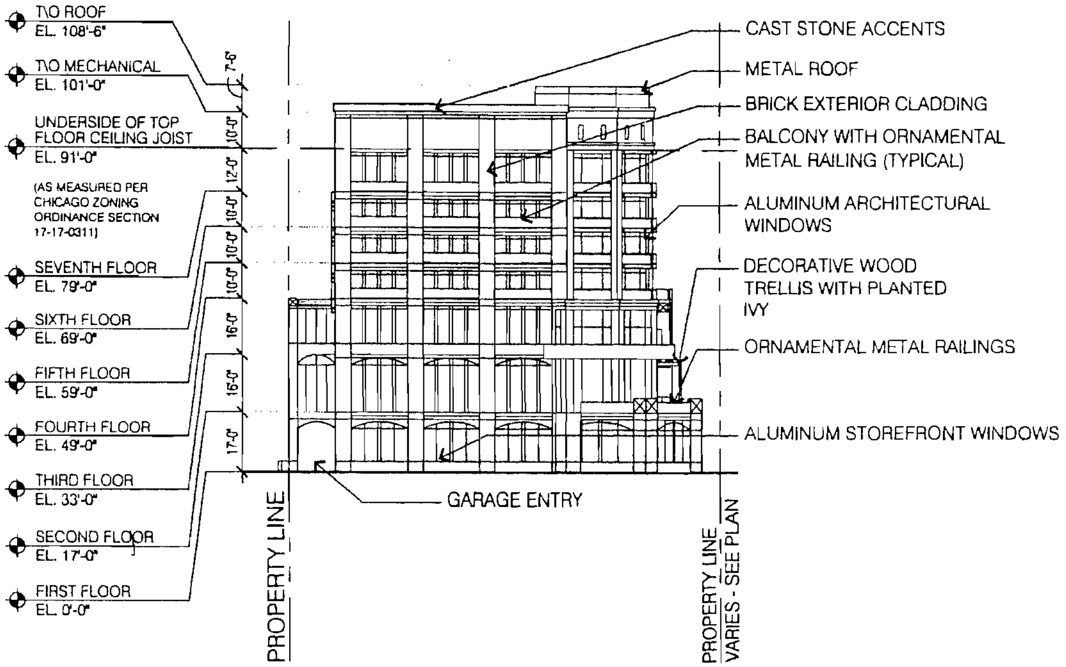

METAL ROOF
CAST STONE ACCENTS
BRICK EXTERIOR CLADDING
ORNAMENTAL METAL RAILING (TYPICAL)
ALUMINUM ARCHITECTURAL WINDOWS
ORNAMENTAL METAL RAILINGS
ALUMINUM STOREFRONT WINDOWS
SECTION THROUGH CANOPY
HOTEL DROP-OFF AREA
T\O ROOF EL. 108'-6"
T\O MECHANICAL EL. 101'-0"
UNDERSIDE OF TOP FLOOR CEILING JOIST EL. 91'-0"
(AS MEASURED PER CHICAGO ZONING ORDINANCE SECTION 17-17-0311)
SEVENTH FLOOR EL. 79'-0"
SIXTH FLOOR EL. 69'-0"
FIFTH FLOOR EL. 59'-0"
FOURTH FLOOR EL. 49'-0"
THIRD FLOOR EL. 33'-0"
SECOND FLOOR EL. 17'-0"
FIRST FLOOR EL. 0'-0"
7'-6"
10'-0"
12'-0"
10'-0"
10'-0"
10'-0"
16'-0"
16'-0"
17'-0"
PROPERTY LINE VARIES - SEE PLAN
PROPERTY LINE

NOTE: SIGNAGE OMITTED HERE
SEE PD SIGNAGE MATRIX.

HOTEL BUILDING NORTH ELEVATION (SUB-AREA D) (2 OF 4)

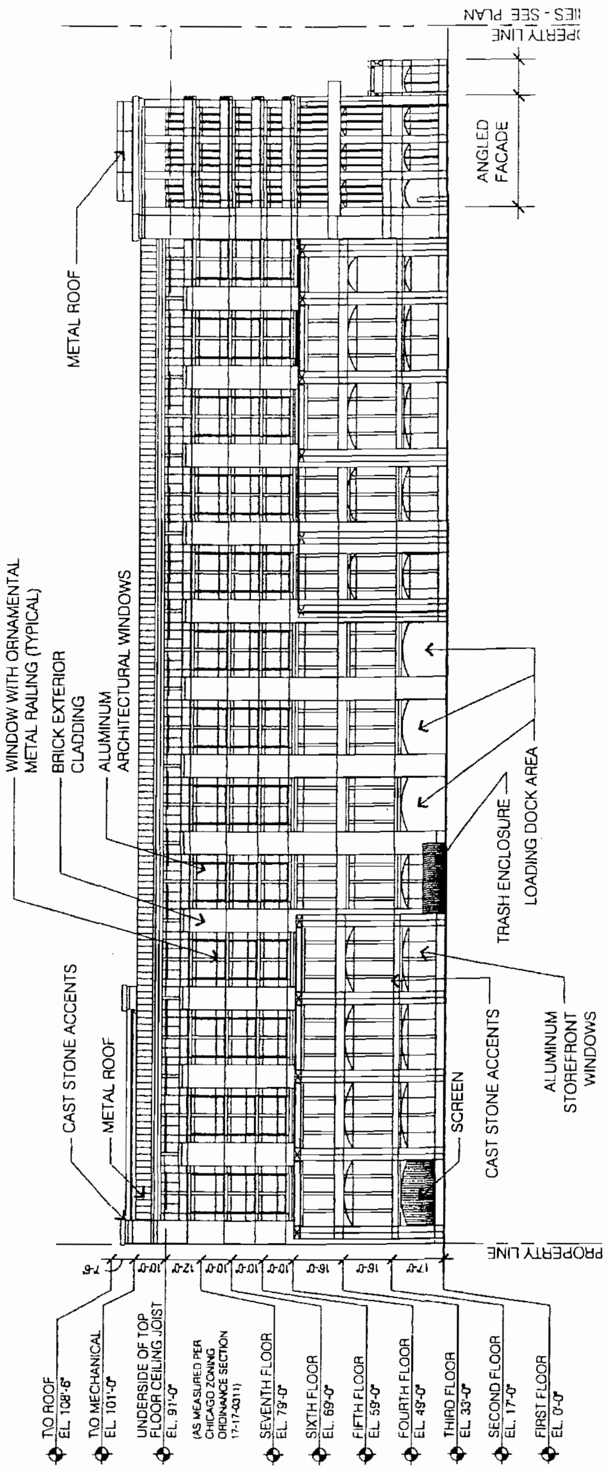


Hotel Building South Elevation (Subarea D).
(Page 3 of 4)


T\O ROOF
EL. 108'-6"
T\O MECHANICAL
EL. 101'-0"
UNDERSIDE OF TOP FLOOR CEILING JOIST
EL. 91'-0"
(AS MEASURED PER CHICAGO ZONING ORDINANCE SECTION 17-17-0311)
SEVENTH FLOOR
EL. 79'-0"
SIXTH FLOOR
EL. 69'-0"
FIFTH FLOOR
EL. 59'-0"
FOURTH FLOOR
EL. 49'-0"
THIRD FLOOR
EL. 33'-0"
SECOND FLOOR
EL. 17'-0"
FIRST FLOOR
EL. 0'-0"
7'-6"
10'-0"
12'-0"
10'-0"
10'-0"
10'-0"
16'-0"
16'-0"
17'-0"
CAST STONE ACCENTS
METAL ROOF
BRICK EXTERIOR CLADDING
BALCONY WITH ORNAMENTAL METAL RAILING (TYPICAL)
ALUMINUM ARCHITECTURAL WINDOWS
DECORATIVE WOOD TRELLIS WITH PLANTED IVY
ORNAMENTAL METAL RAILINGS
ALUMINUM STOREFRONT WINDOWS
GARAGE ENTRY
PROPERTY LINE
PROPERTY LINE VARIES - SEE PLAN
0
25

HOTEL BUILDING SOUTH ELEVATION (SUB-AREA D) (3 OF 4)

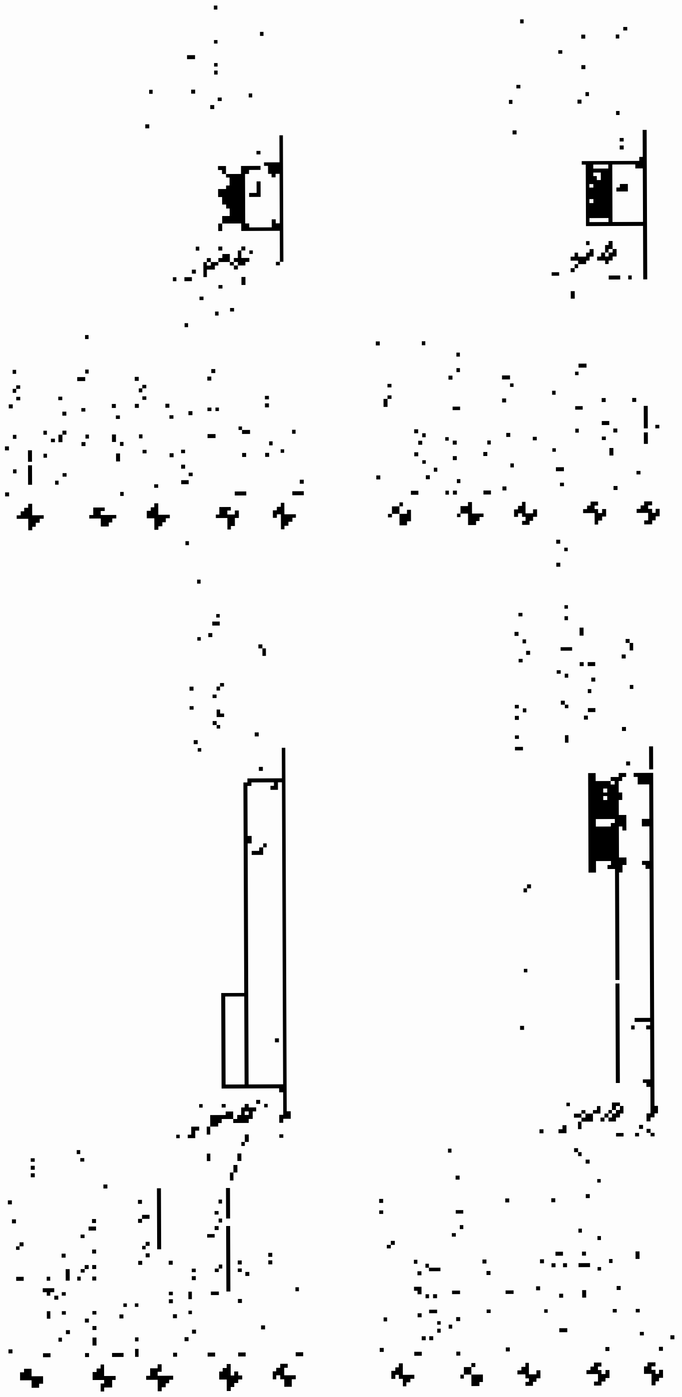
Hotel Building West Elevation (Subarea D).
(Page 4 of 4)


WINDOW WITH ORNAMENTAL METAL RAILING (TYPICAL)
BRICK EXTERIOR CLADDING
ALUMINUM ARCHITECTURAL WINDOWS
CAST STONE ACCENTS
METAL ROOF
METAL ROOF
SCREEN
CAST STONE ACCENTS
TRASH ENCLOSURE
LOADING DOCK AREA
ALUMINUM STOREFRONT WINDOWS
ANGLED FACADE
PROPERTY LINE
)PERTY LINE
IES - SEE PLAN
T\O ROOF EL. 108'-6"
T\O MECHANICAL EL. 101'-0"
UNDERSIDE OF TOP FLOOR CEILING JOIST EL. 91'-0"
(AS MEASURED PER CHICAGO ZONING ORDINANCE SECTION 17-17-0311)
SEVENTH FLOOR EL. 79'-0"
SIXTH FLOOR EL. 69'-0"
FIFTH FLOOR EL. 59'-0"
FOURTH FLOOR EL. 49'-0"
THIRD FLOOR EL. 33'-0"
SECOND FLOOR EL. 17'-0"
FIRST FLOOR EL. 0'-0"
7'-6"
10'-0"
10'-0"
12'-0"
10'-0"
10'-0"
10'-0"
16'-0"
16'-0"
17'-0"

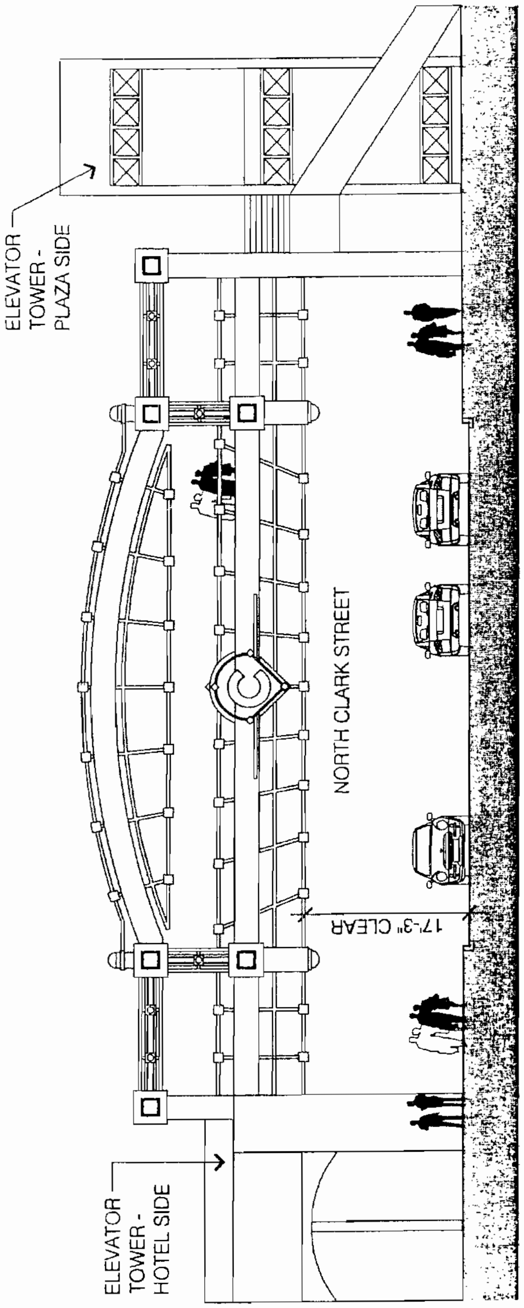
HOTEL BUILDING WEST ELEVATION (SUB-AREA D) (4 OF 4)

0 25 50

[illegible]

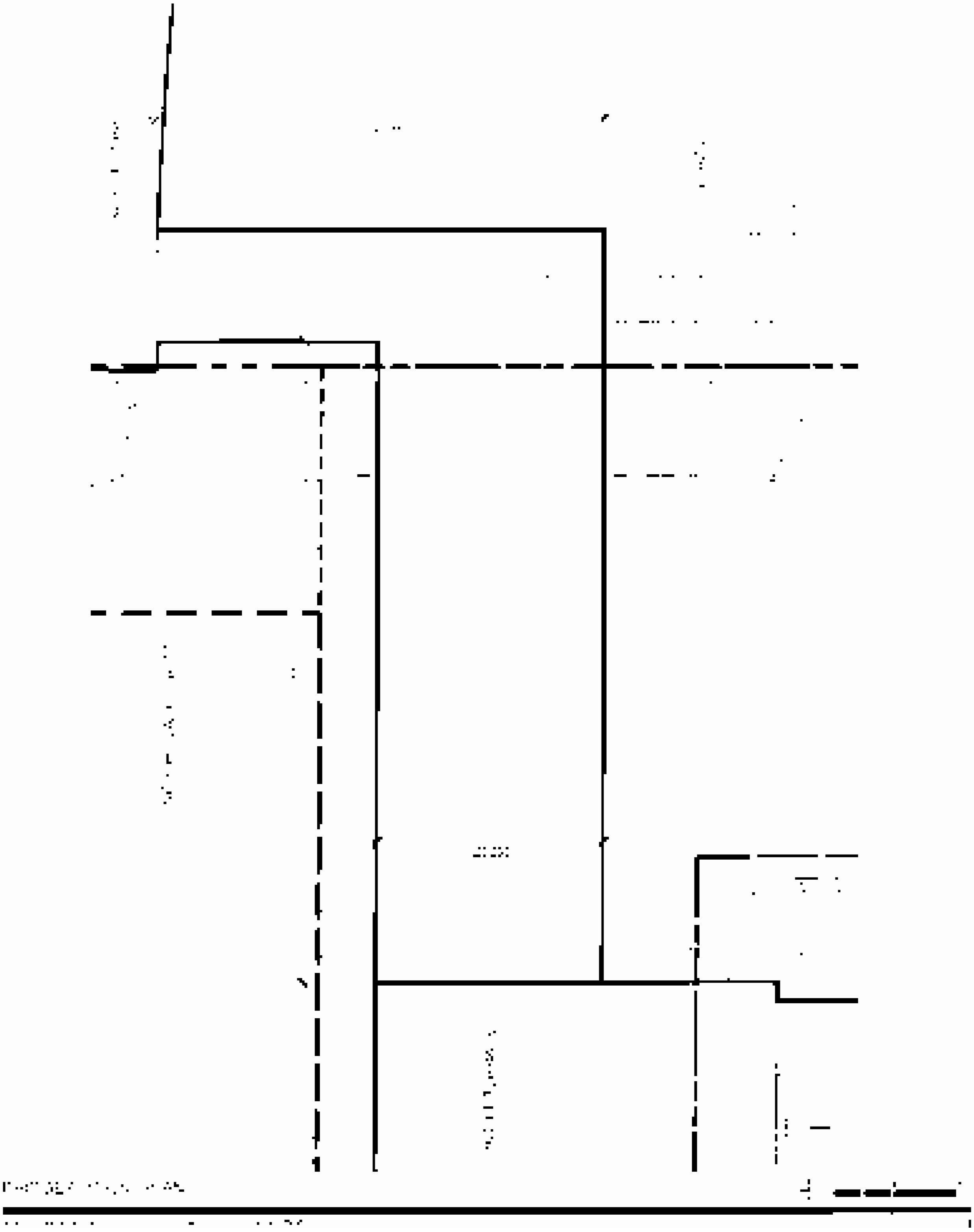


Bridge Option -- Elevation.


ELEVATOR TOWER - PLAZA SIDE
ELEVATOR TOWER - HOTEL SIDE
NORTH CLARK STREET
17'-3" CLEAR
0
8
16

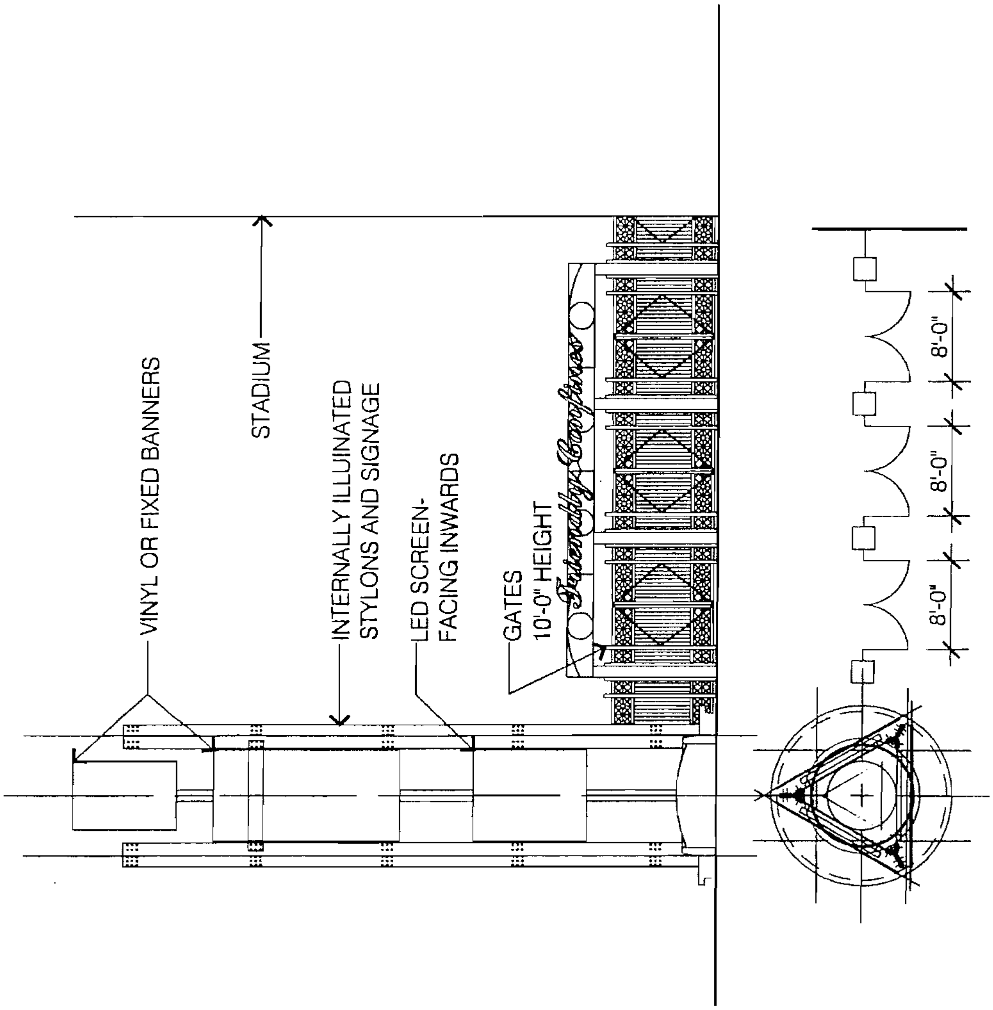
'RIDGE OPTION - ELEVATION

Bridge Option -- Plan



Plaza Gate Plan And Elevations

Plaza Stylon Plan And Elevations.


VINYL OR FIXED BANNERS
STADIUM
INTERNALLY ILLUINATED STYLONS AND SIGNAGE
LED SCREEN- FACING INWARDS
GATES 10'-0" HEIGHT
Friendly Confines
8'-0"
8'-0"
8'-0"

PLAZA STYLON PLAN AND ELEVATIONS

0 8 16

Signage Matrix
(Page 1 of 6)

Planned Development Signage Matrix, Section A: Approved signage where square footage is counted

[illegible]

[illegible]

[illegible]

[illegible]	Square [illegible]	[illegible]
Hotel Parcel		
[illegible]		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible] Signs		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Subtotal Hotel Parcel	[illegible]	
Office Building		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Office	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Signage Matrix
(Page 2 of 8)

Planned Development Signage Matrix, Section A: Approved signage where square footage is counted.

Description	Square Footage	Comments
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	
Bridge		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Sub-Total Bridge	[illegible]	
Plaza		
[illegible]		[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Sub-Total Plaza	[illegible]	
Ballpark Exterior		
[illegible]		
[illegible]	[illegible]	[illegible]
[illegible]		
Marquee Elements		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Signage Matrix
(Page 3 of 6)

Planned Development Signage Matrix, Section A: Approved signage where square footage is counted.

Description	Square Footage	Comments
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]		
[illegible]	[illegible]	[illegible]
Total	[illegible]	

Notes

[illegible]

Signage Matrix
(Page 4 of 6)

Planned Development Signage Matrix, Section B: Approved signage where square footage is not counted

[illegible]

Signage Matrix
(Page 5 of 6)

Planned Development Signage Matrix, Series B. Approved signage where square footage is not counted

[illegible]

Signage Matrix
(Page 6 of 6)

Planned Development Signage Matrix, Section B: Approved signage where square footage is not counted

[illegible]

Notes

[illegible]

Reclassification Of Area Shown On Map No. 9-G.

(Application No. 17756)

(Common Address: 3701 -- 3703 N. Ashland Ave. And 1548 -- 1556 W. Waveland Ave.)

[O2013-4941]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 9-G in the area bounded by:

> North Ashland Avenue; a line 48.78 feet north of and parallel to West Waveland Avenue; the alley next east of and parallel to North Ashland Avenue; and West Waveland Avenue,

to those of B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.

(Application No. 17731T1)

(Common Address: 1140 -- 1152 W Eddy St.)

[O2013-3336]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 9-G in the area bounded by:

> the public alley next north of and parallel to West Eddy Street; a line 125.15 feet north of and parallel to West Eddy Street; the west line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; West Eddy Street; and the public alley next east of and parallel to North Racine Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

[Site Plan; Landscape Details; Building Elevations; and Plat of Survey
attached to this ordinance printed on pages 58507
through 58517 of this *Journal*.]

Narrative attached to the ordinance reads as follows:

Application Narrative

Applicant	Wrigley Field Parking Operations LLC
Property Address	1142-1152 West Eddy Street, Chicago, Illinois 60657
Current Zoning	M1-2 Limited Manufacturing/Business Park District
Proposed Zoning	B3-3 Community Shopping District

The subject property consists of approximately 41,565 square feet and is improved with a two-level parking garage containing approximately 277 parking spaces, storage and related improvements. The property is currently used as non-accessory parking and for other purposes. Applicant is the owner of the subject property.

Applicant intends to reconstruct and expand the parking garage for continued use as non-accessory parking and other uses. The new garage will contain three levels of parking (including roof parking), approximately 300 parking spaces, office space, storage and related accessory and incidental uses.

Applicant is seeking a map amendment from M1-2 Limited Manufacturing/Business Park District to B3-3 Community Shopping District to permit the use described in the preceding paragraph. The B3-3 Community Shopping District is appropriate for the subject property and the project because it permits the proposed use as non-accessory parking, it is consistent with the character of the existing use, adjacent businesses and the Clark Street commercial corridor, and it allows the building height and floor area identified below. A Type 1 application is required.

(a) Floor Area Ratio

Existing M1-2	1.2
B3-3 requirement/allowed	3.0
Proposed	3.0

(b) Dwelling Units None

(c) Off-Street Parking Spaces

Existing: 200

B3-3 required/allowed: N/A to non-accessory parking use

Proposed: 300

(d) Setbacks

Existing:

North/Rear: 0 feet

East/Side: 24.44 feet

South/Front (Eddy): 0 feet

West/Side:
Ramp: 0 feet

Building: 69.92 feet

B3-3 required/allowed: None (subject property does not abut R-zoned property)

Proposed:

North/Rear: 0 feet

East/Side: 0 feet

South/Front (Eddy): 0 feet

West/Side:
Ramp: 0 feet

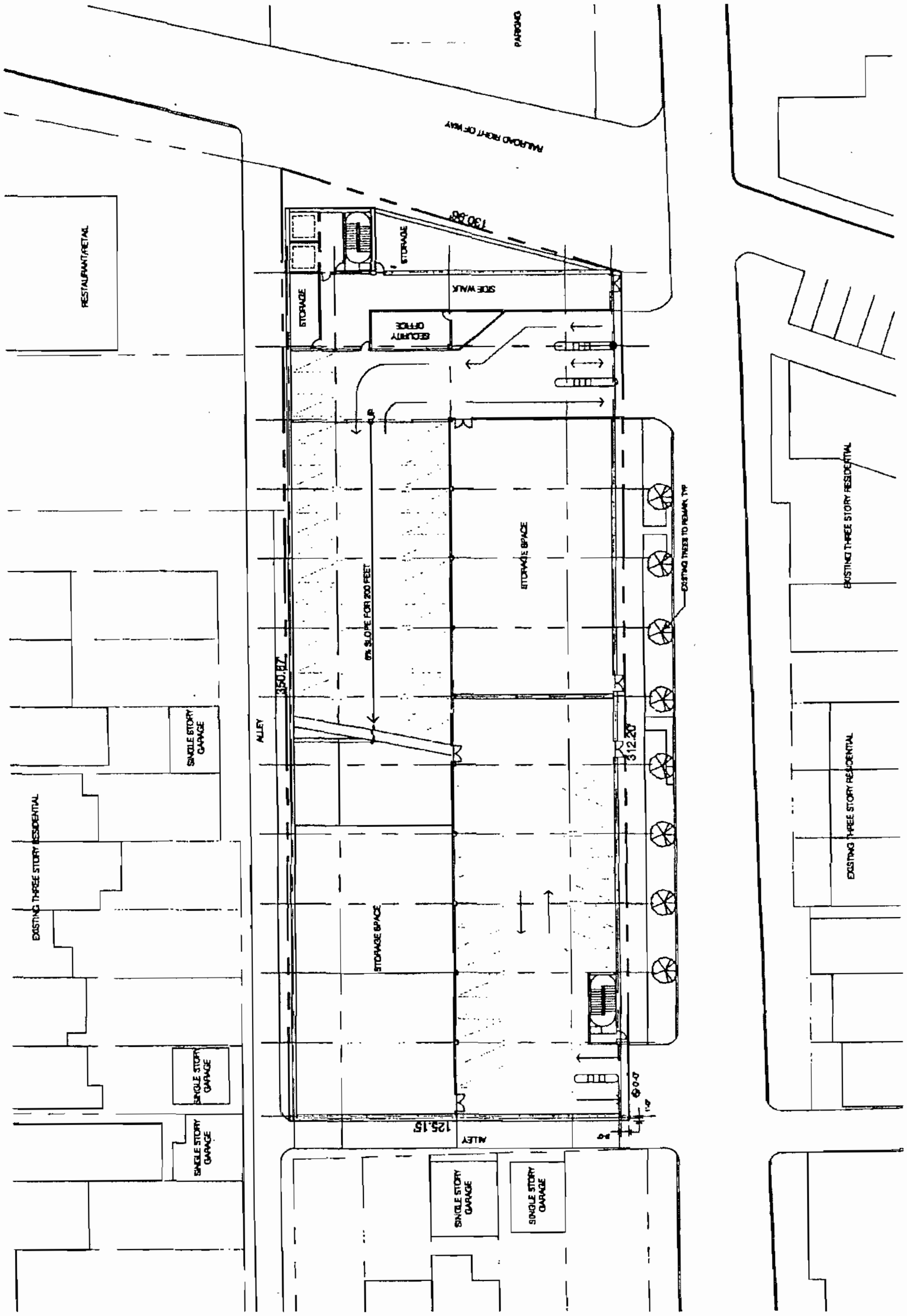
(e) Building Height

Existing M1-2: No limit

B3-3 required/allowed: 60 feet

Proposed: Per building elevations

Site Plan.


PARKING
RAILROAD RIGHT OF WAY
130.86'
RESTAURANT/RETAIL
STORAGE
STORAGE
SIDE WALK
SECURITY OFFICE
6% SLOPE FOR 200 FEET
STORAGE SPACE
STORAGE SPACE
EXISTING TREES TO REMAIN, TYP.
EXISTING THREE STORY RESIDENTIAL
EXISTING THREE STORY RESIDENTIAL
EXISTING THREE STORY RESIDENTIAL
350.87'
ALLEY
SINGLE STORY GARAGE
SINGLE STORY GARAGE
SINGLE STORY GARAGE
SINGLE STORY GARAGE
SINGLE STORY GARAGE
312.20'
125.15'
ALLEY
0
25
50

SITE PLAN

WRIGLEY FIELD PARKING OPERATIONS LLC

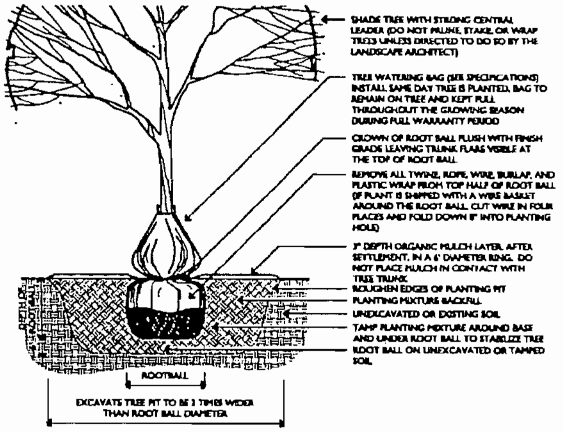
Landscape Details.

	CODE	BOTANICAL NAME	COMMON NAME	QTY	HT	SPRD	ROOT	REMARKS
SHRUBS	DS	DIERVILLA SESSILIFOLIA	SOUTHERN BUSH HONEYSUCKLE	-	24"	-	#5	4'-0" ON CENTER
	JCSG	JUNIPERUS CHINENSIS SEA GREEN	SEA GREEN JUNIPER	-	-	24"	#5	4'-0" ON CENTER
	JHP	JUNIPERUS HORIZONTALIS	ANDORRA COMPACT JUNIPER	-	-	18"	#5	3'-0" ON CENTER
	POS	PHYSOCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE NINEBARK	-	36"	-	#5	4'-0" ON CENTER
	RAE	RIBES ALPINUM	ALPINE CURRANT	-	24"	-	#5	4'-0" ON CENTER
	RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	-	-	24"	#5	3'-0" ON CENTER
	RPKO	ROSA X 'PINK KNOCK OUT'	PINK KNOCKOUT ROSE	-	-	24"	#3	3'-0" ON CENTER
	RRKO	ROSA X 'RED KNOCK OUT'	RED KNOCKOUT ROSE	-	-	24"	#3	3'-0" ON CENTER
	SBG	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	-	-	24"	#3	3'-0" ON CENTER
	TMW	TAXUS X MEDIA 'WARDII'	WARDS YEW	-	-	30"	B&B	3'-0" ON CENTER
GRASSES	CAKF	CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'	KARL FORESTER FEATHER REED GRASS	-	-	-	#3	2'-0" ON CENTER
	MCM	MOLINIA CAERULEA 'MOORFLAMME'	MOORFLAMME PURPLE MOOR GRASS	-	-	-	#1	1'-6" ON CENTER
	MSP	MISCANTHUS SINENSIS 'PURPURASCENS'	PURPLE MAIDEN GRASS	-	-	-	#3	3'-0" ON CENTER
	PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH RED SWITCH GRASS	-	-	-	#1	2'-0" ON CENTER
	PAH	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	-	-	-	#1	2'-0" ON CENTER
	SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	-	-	-	#1	1'-6" ON CENTER
PERENNIALS / GROUND -COVER	EFC	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	-	-	-	QT	1'-0" ON CENTER
	EPM	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	-	-	-	#1	1'-6" ON CENTER
	HSM	HEMEROCALLIS SPECIES MIX	DAYLILY	-	-	-	#1	1'-6" ON CENTER
	NF	NEPETA X FAASSENII	CATMINT	-	-	-	#1	1'-6" ON CENTER
	PQ	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	-	-	-	#1	3'-0" ON CENTER
VINES	CR	CAMPSIS RADICANS	TRUMPET VINE	-	-	-	QT	SEE PLANS FOR SPACING
	HH	HEDERA HELIX 'THORNDALE'	THORNDALE ENGLISH IVY	-	-	-	#3	SEE PLANS FOR SPACING
	HAP	HYDRANGEA ANOMALA SUBSP. PETIOLARIS	CLIMBING HYDRANGEA	-	-	-	#3	SEE PLANS FOR SPACING
	LBDS	LONICERA X BROWNII 'DROPMORE SCARLET'	DROPMORE SCARLET BROWN'S TRUMPET HONEYSUCKLE	-	-	-	QT	SEE PLANS FOR SPACING
	PT	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	-	-	-	QT	SEE PLANS FOR SPACING

PLANT PALETTE

	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	ROOT	REMARKS
TREES	UCMG	ULMUS CARPINIFOLIA 'MORTON GLOSSY'	TRIUMPH ELM	1	2.5"	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY

PARKWAY TREE


SHADE TREE WITH STRONG CENTRAL LEADER (DO NOT PRUNE, STAKE OR WRAP TREES UNLESS DIRECTED TO DO SO BY THE LANDSCAPE ARCHITECT)

TREE WATERING BAG (SEE SPECIFICATIONS) INSTALL SAME DAY TREE IS PLANTED, BAG TO REMAIN ON TREE AND KEPT FULL THROUGHOUT THE GROWING SEASON DURING FULL WARRANTY PERIOD

CROWN OF ROOT BALL FLUSH WITH FINISH GRADE LEAVING TRUNK FLARE VISIBLE AT THE TOP OF ROOT BALL

REMOVE ALL TWINE, ROPE, WIRE, BURLAP, AND PLASTIC WRAP FROM TOP HALF OF ROOT BALL (IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BALL, CUT WIRE IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE)

3" DEPTH ORGANIC MULCH LAYER AFTER SETTLEMENT, IN A 6' DIAMETER RING. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK

ROUGHEN EDGES OF PLANTING PIT

PLANTING MIXTURE BACKFILL

UNEXCAVATED OR EXISTING SOIL

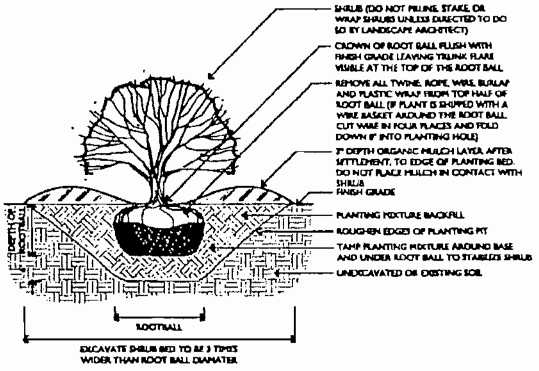
TAMP PLANTING MIXTURE AROUND BASE AND UNDER ROOT BALL TO STABILIZE TREE

ROOT BALL ON UNEXCAVATED OR TAMPED SOIL

EXCAVATE TREE PIT TO BE 3 TIMES WIDER THAN ROOT BALL DIAMETER

1 DECIDUOUS TREES IN PARKWAY

SCALE: 3/16" = 1'-0"


SHRUB (DO NOT PRUNE, STAKE OR WRAP SHRUBS UNLESS DIRECTED TO DO SO BY LANDSCAPE ARCHITECT)

CROWN OF ROOT BALL FLUSH WITH FINISH GRADE LEAVING TRUNK FLARE VISIBLE AT THE TOP OF THE ROOT BALL

REMOVE ALL TWINE, ROPE, WIRE, BURLAP AND PLASTIC WRAP FROM TOP HALF OF ROOT BALL (IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BALL CUT WIRE IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE)

3" DEPTH ORGANIC MULCH LAYER AFTER SETTLEMENT, TO EDGE OF PLANTING BED. DO NOT PLACE MULCH IN CONTACT WITH SHRUB

FINISH GRADE

PLANTING MIXTURE BACKFILL

ROUGHEN EDGES OF PLANTING PIT

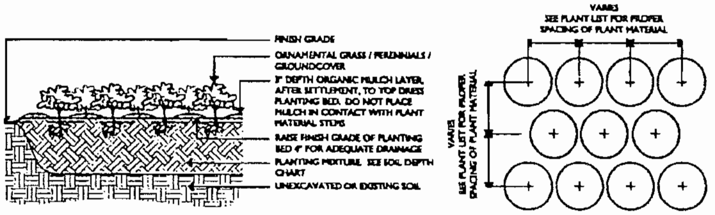
TAMP PLANTING MIXTURE AROUND BASE AND UNDER ROOT BALL TO STABILIZE SHRUB

UNEXCAVATED OR EXISTING SOIL

EXCAVATE SHRUB BED TO BE 3 TIMES WIDER THAN ROOT BALL DIAMATER

2 SHRUB INSTALLATION

SCALE: 3/8" = 1'-0"


FINISH GRADE

ORNAMENTAL GRASS / PERENNIALS / GROUNDCOVER

3" DEPTH ORGANIC MULCH LAYER AFTER SETTLEMENT, TO TOP DRESS PLANTING BED. DO NOT PLACE MULCH IN CONTACT WITH PLANT MATERIAL STEMS

RAISE FINISH GRADE OF PLANTING BED 4" FOR ADEQUATE DRAINAGE

PLANTING MIXTURE. SEE SOIL DEPTH CHART

UNEXCAVATED OR EXISTING SOIL

VARIES SEE PLANT LIST FOR PROPER SPACING OF PLANT MATERIAL

VARIES SEE PLANT LIST FOR PROPER SPACING OF PLANT MATERIAL

3 GROUNDCOVER AND PERENNIAL INSTALLATION

SCALE: 3/8" = 1'-0"

NOTE: THE CONTRACTOR IS TO SUPPLY SOIL FILL MATERIAL TO THE DEPTHS INDICATED ON THE CHART BELOW.

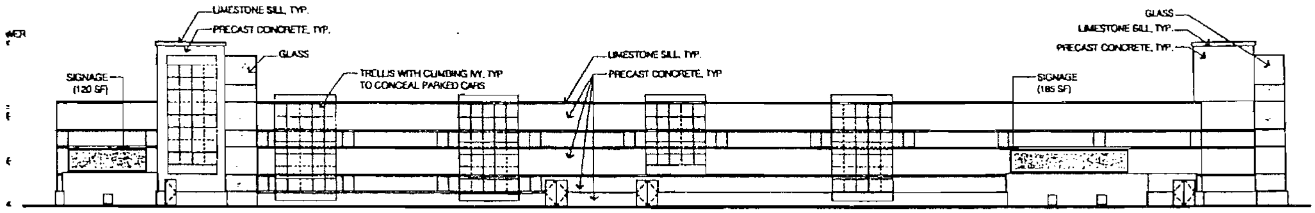
LANDSCAPE AREAS	DEPTH IN INCHES
LAWN AREAS (SOD)	12
LAWN AREAS (SEED)	NA
PLANTING BEDS - PERENNIALS	18 PLANTING MIX
PLANTING BEDS - MEDIUM AND SMALL SHRUBS	18 PLANTING MIX
RAISED PLANTERS	48 PLANTING MIX
SHADE AND ORNAMENTAL TREES	PER TREE INSTALLATION DETAIL

4 SOIL DEPTH CHART

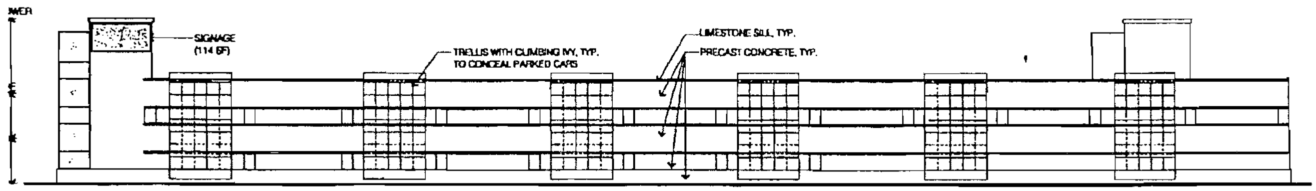
PLANT LIST AND DETAILS

ENLARGED LANDSCAPE DETAILS

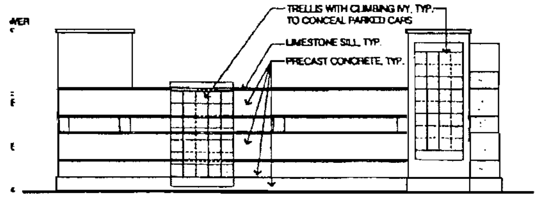
North, South, East And West Elevations.


LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP.
GLASS
SIGNAGE (120 SF)
TRELLIS WITH CLIMBING IVY, TYP TO CONCEAL PARKED CARS
LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP
SIGNAGE (185 SF)
GLASS
LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP.

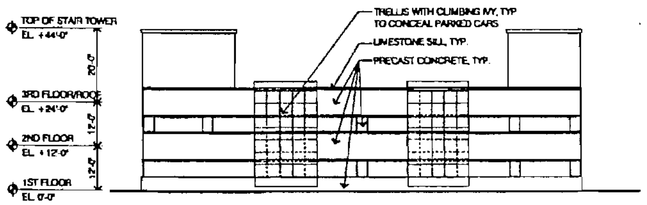
SOUTH ELEVATION


SIGNAGE (114 SF)
TRELLIS WITH CLIMBING IVY, TYP. TO CONCEAL PARKED CARS
LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP.

NORTH ELEVATION

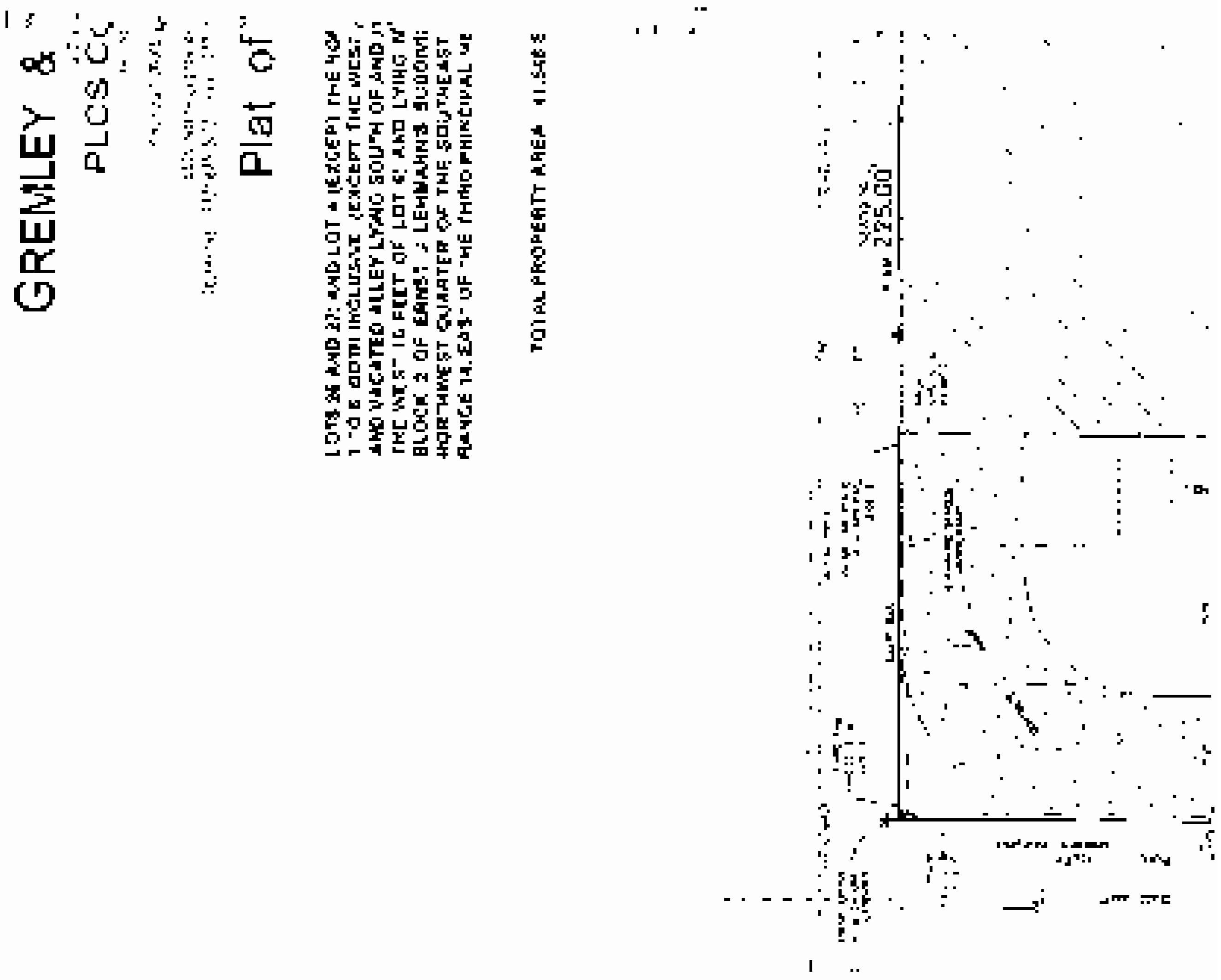

TRELLIS WITH CLIMBING IVY, TYP. TO CONCEAL PARKED CARS
LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP.

EAST ELEVATION


TOP OF STAIR TOWER EL +44'-0"
20'-0"
3RD FLOOR/ROOF EL +24'-0"
12'-0"
2ND FLOOR EL +12'-0"
12'-0"
1ST FLOOR EL 0'-0"
TRELLIS WITH CLIMBING IVY, TYP TO CONCEAL PARKED CARS
LIMESTONE SILL, TYP.
PRECAST CONCRETE, TYP.

WEST ELEVATION

Plat Of Survey
(Page 1 of 8)



GREMLEY &

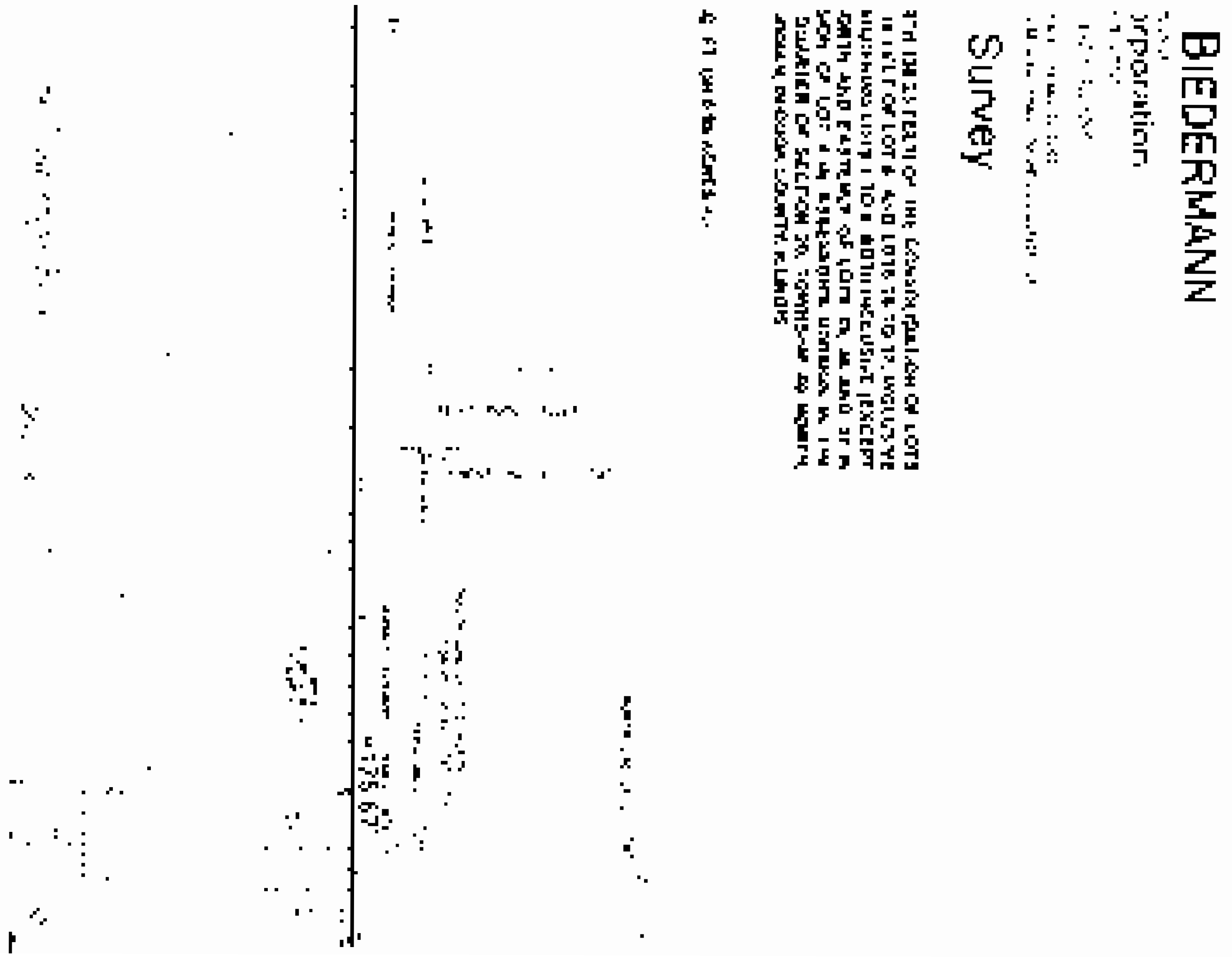
PLCS Co

Plat of

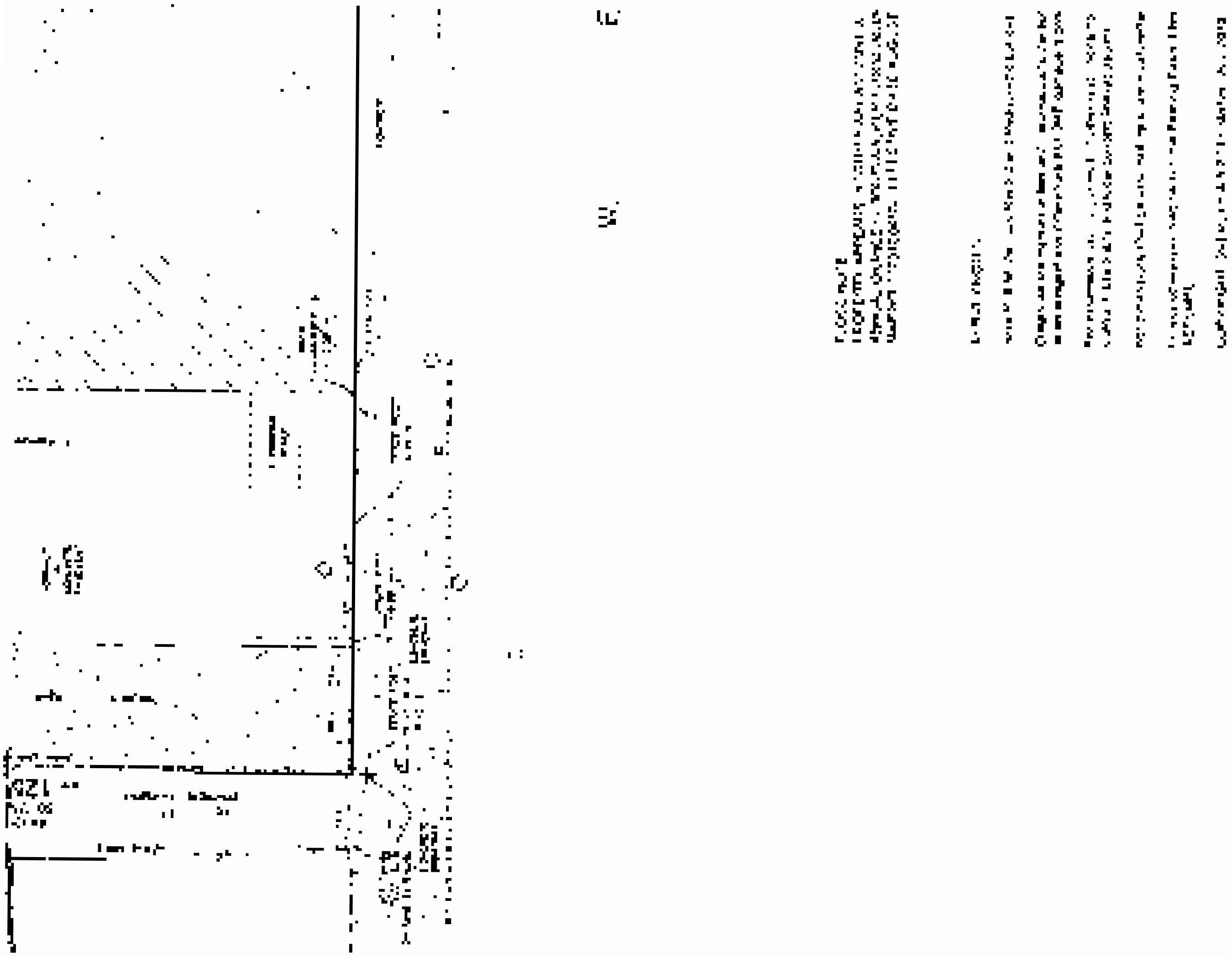
LOTS 26 AND 27; AND LOT 4 (EXCEPT THE NO
1 TO 6 BOTH INCLUSIVE (EXCEPT THE WEST
AND VACATED ALLEY LYING SOUTH OF AND
THE WEST 16 FEET OF LOT 6) AND LYING N
BLOCK 2 OF ERNST J. LEHMANN'S SUBDIVI
NORTHWEST QUARTER OF THE SOUTHEAST
RANGE 14, EAST OF THE THIRD PRINCIPAL ME

TOTAL PROPERTY AREA 41,546 S

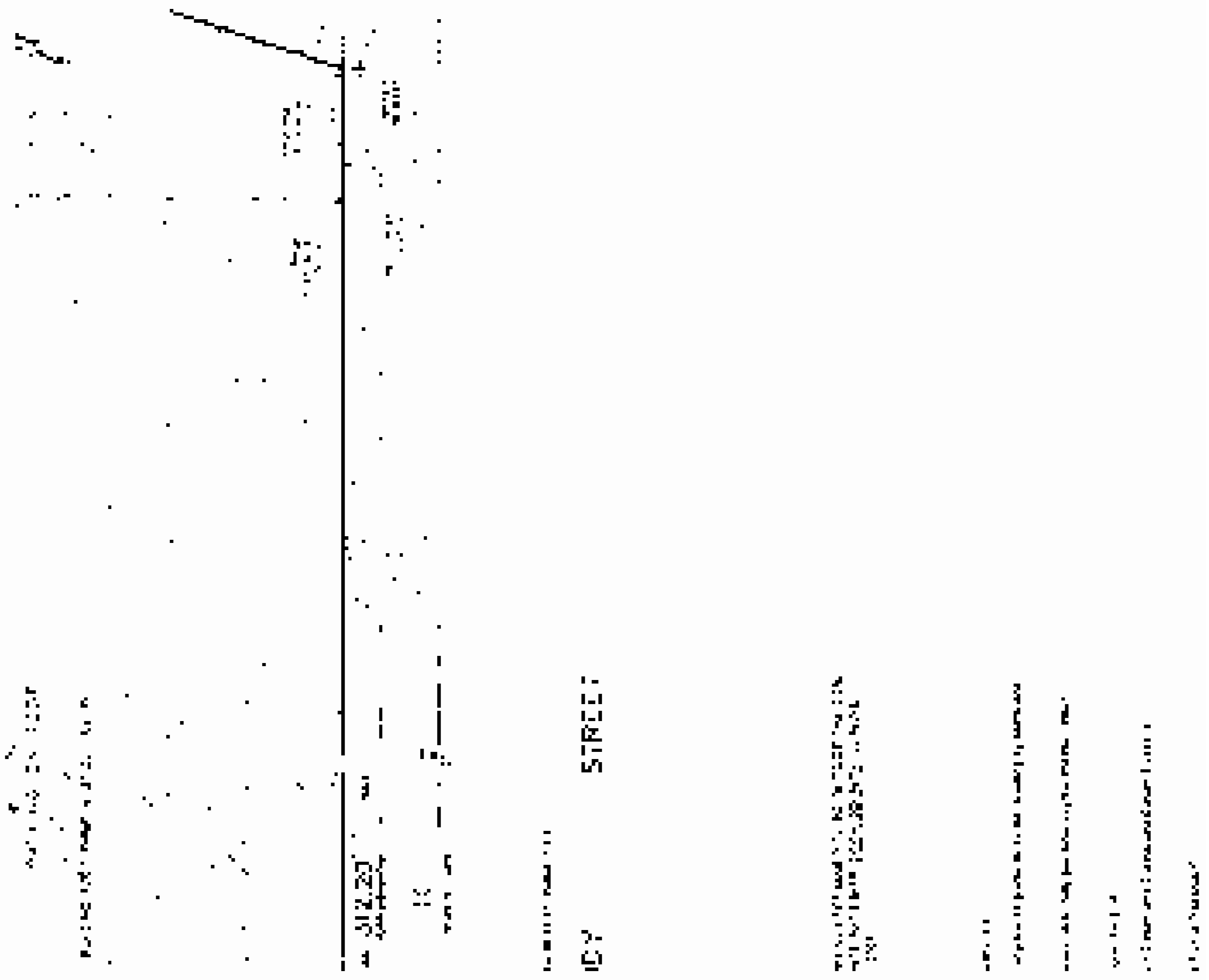
Plat Of Survey
(Page 2 of 3)


BIEDERMANN
orporation
Survey
175.67

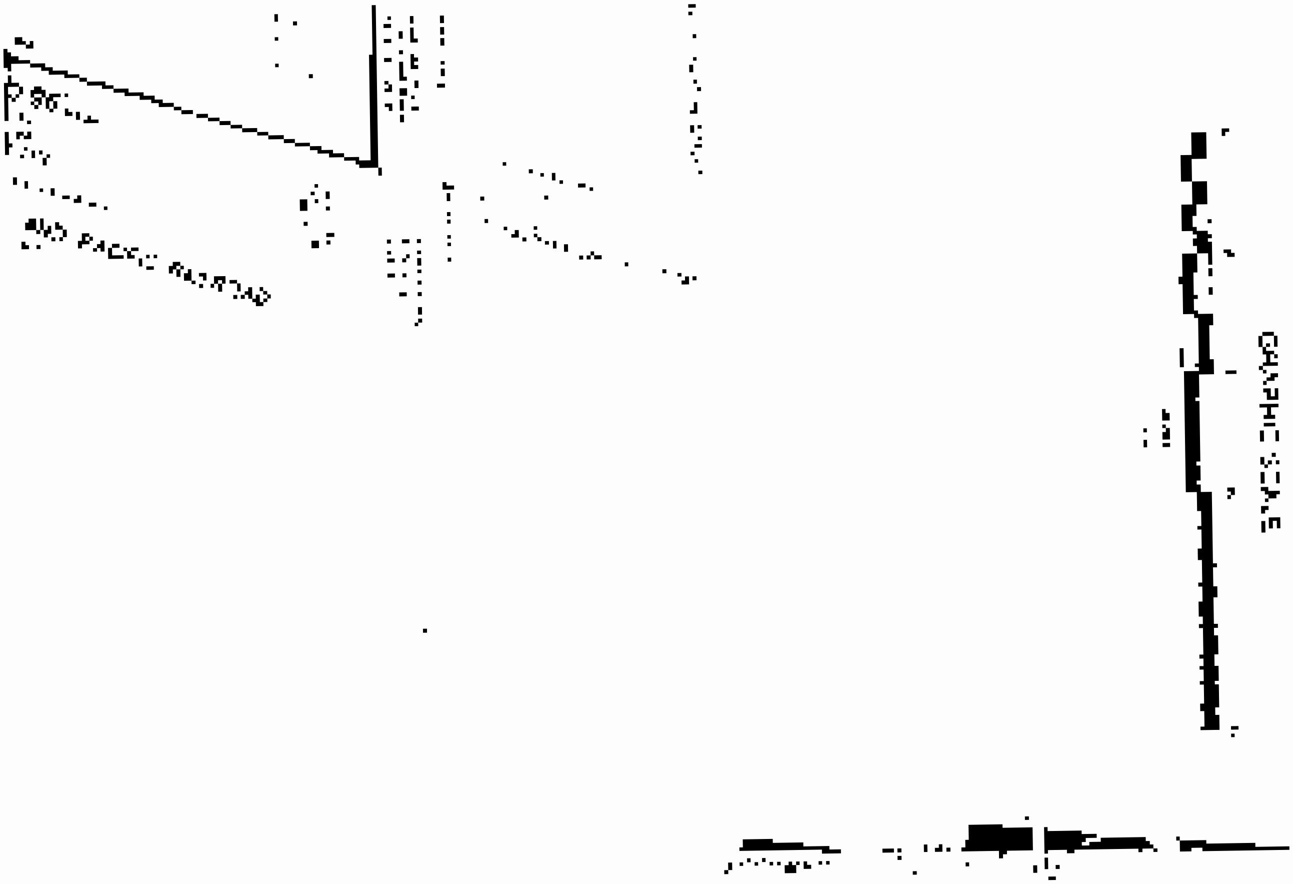
Plat Of Survey
(Page 3 of 9)



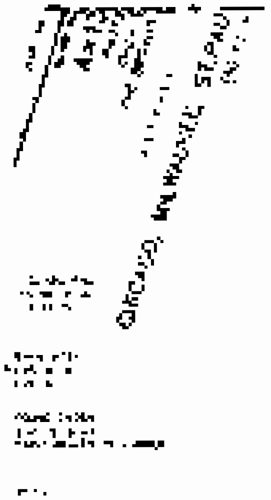
Plat Of Survey
(Page 4 of 5)


312.20
STREET

Plat Of Survey
(Page 5 of 6)


AND PACIFIC RAILROAD
GRAPHIC SCALE

Plat Of Survey
(Page 6 of 8)



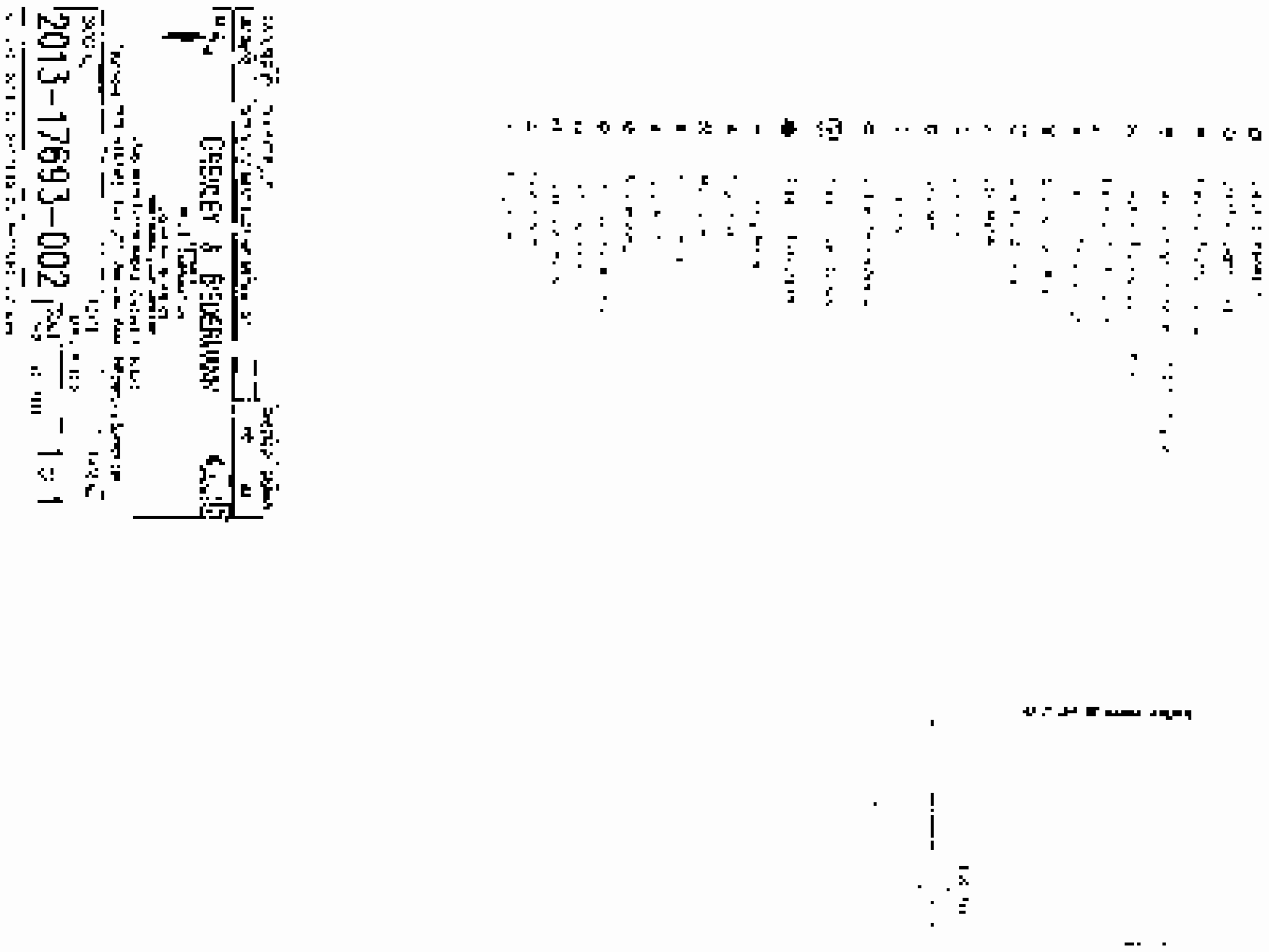
State of Illinois
County of Cook

[illegible]

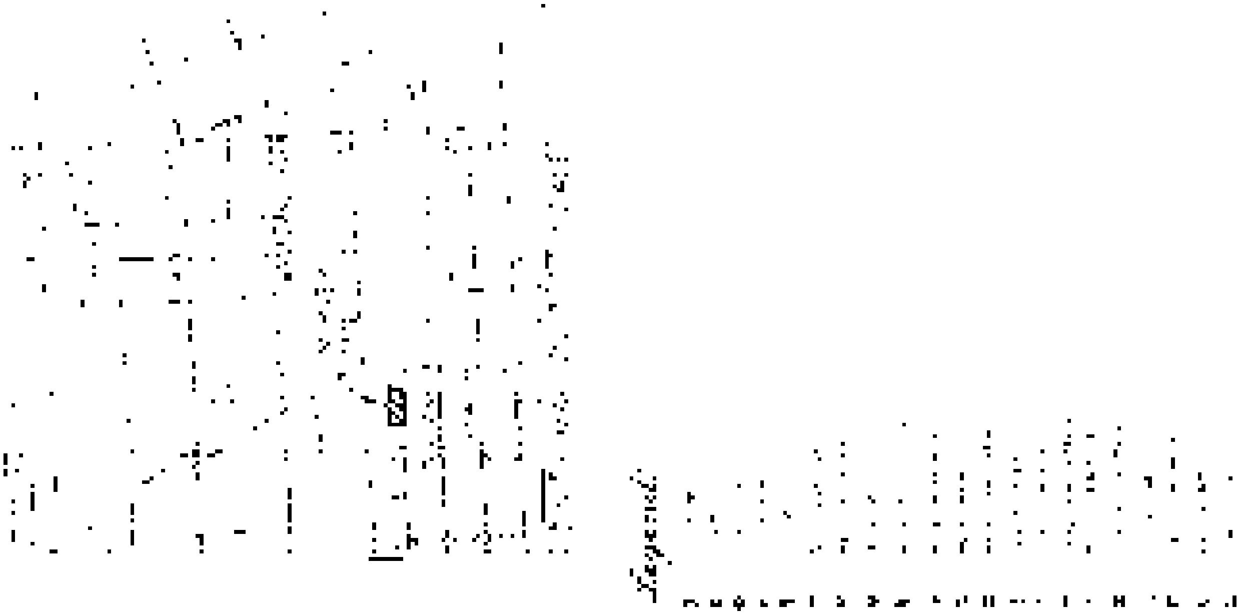
[illegible]

Professional Illinois Land Surveyor No. [illegible]
My license expires November 30, 2014
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Plat Of Survey
(Page 7 of 8)


GREMLEY & BIEDERMANN
2013-17693-002
1 of 1

Part 24 Survey
(Page 6 of 8)



Reclassification Of Area Shown On Map No. 9-G

(Application No. A-7999)

(Common Address: 3532 -- 3538 N. Halsted St.)

(O2015-4712)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 9-G in the area bounded by:

> a line 107.52 feet south of and parallel to West Addison Street; North Halsted Street; a line 247.52 feet south of and parallel to West Addison Street; and the alley next west of North Halsted Street,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-K

(Application No. A-7971)

(Common Address: 4705 -- 4753 W. Irving Park Rd., 3930 -- 3940 N. Kilpatrick Ave.

And 3911 -- 3935 N. Milwaukee Ave.)

(O2015-5440)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-K in the area bounded by:

> West Irving Park Road; a line 96 feet west of and parallel to North Kilpatrick Avenue; the alley next south of and parallel to West Irving Park Road; North Kilpatrick Avenue; and North Milwaukee Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from its passage and publication.

Reclassification Of Area Shown On Map No. 9-P.

(Application No. A-7920)

(Common Address: 8353 -- 8355 W. Irving Park Rd.)

[O2013-5439]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 9-P in the area bounded by:

> West Irving Park Road; a line 150.85 feet east of North Cumberland Avenue; the alley next south of and parallel to West Irving Park Road; and North Cumberland Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-G.

(Application No. A-7922)

(Common Address: 4220 N. Beacon St., 4402 -- 4440 N. Beacon St.,
1338 -- 1360 W. Montrose Ave. And 4401 -- 4451 N. Dover St.)

[O2013-5441]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Single-Unit Detached House District symbols and indications as shown on Map Number 11-G in the area bounded by:

> North Dover Street; a line 116 feet, as measured along North Dover Street, north of and parallel to the alley immediately south of West Sunnyside Avenue; the alley immediately east of North Dover Street; a line 200 feet south of and parallel to West Sunnyside Avenue; North Beacon Street; and West Montrose Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-L.

(Application No. 17766)

(Common Address: 4038 N. Milwaukee Ave.)

[O2013-4955]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-L in the area bounded by:

> a line 175 feet southeast of and parallel to West Cuyler Avenue; North Milwaukee Avenue; a line 200 feet southeast of and parallel to West Cuyler Avenue; and the public alley next west of and parallel to North Milwaukee Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 13-H.

(Application No, 17759T1)

(Common Address: 2034 -- 2040 W. Lawrence Ave./4800 N. Seeley Ave.)

[O2013-4944]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 13-H in the area bounded by:

> West Lawrence Avenue; the alley next west and parallel to North Seeley Avenue; a line 25.07 feet north and parallel to West Lawrence Avenue; and North Seeley Avenue,

to those of a B1-3 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

[Site Plan; Floor Plans; Building Elevations; and Plat of Survey attached to this ordinance printed on pages 58522 through 58526 of this *Journal*.]

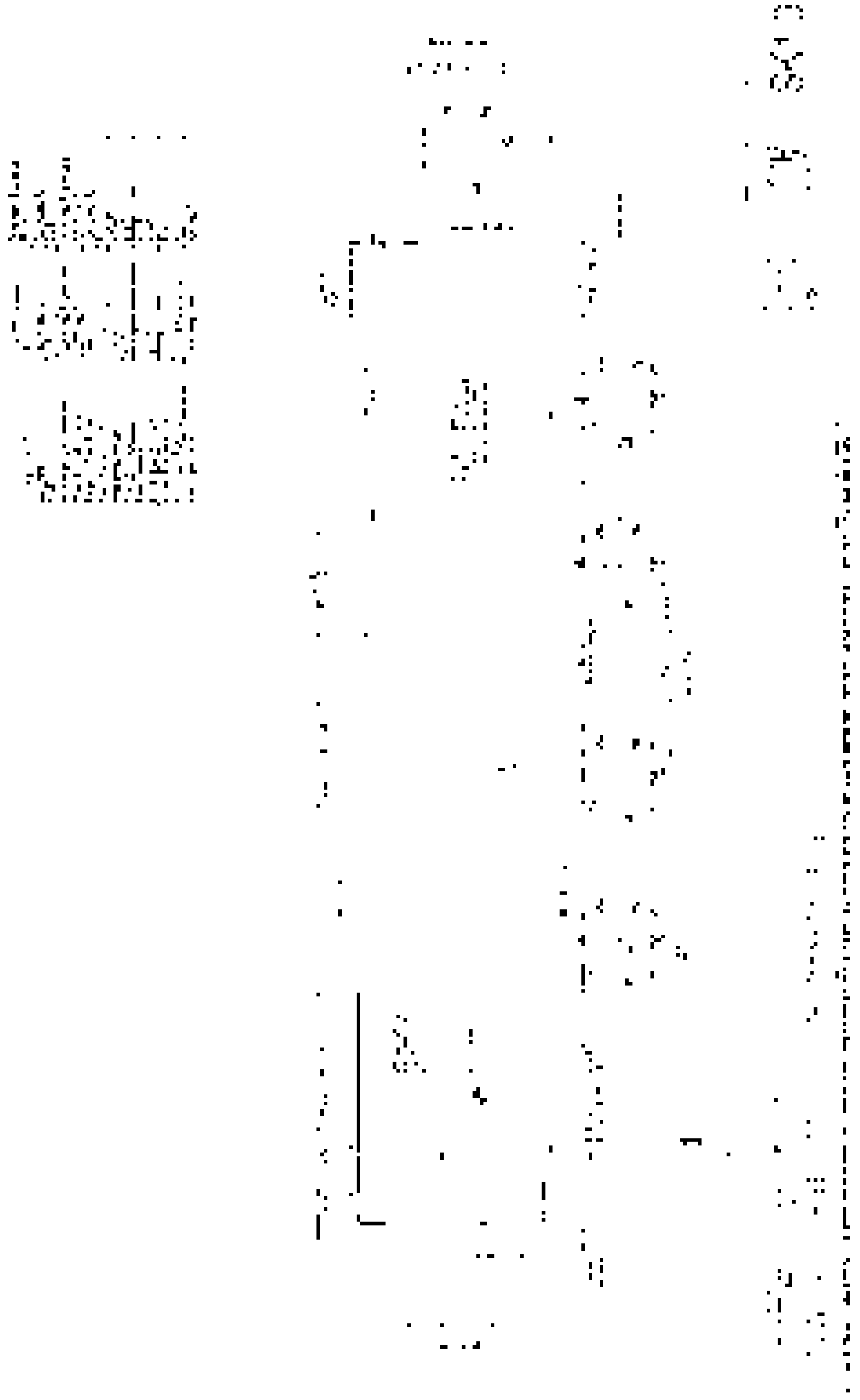
Narrative attached to this ordinance reads as follows:

Narrative.

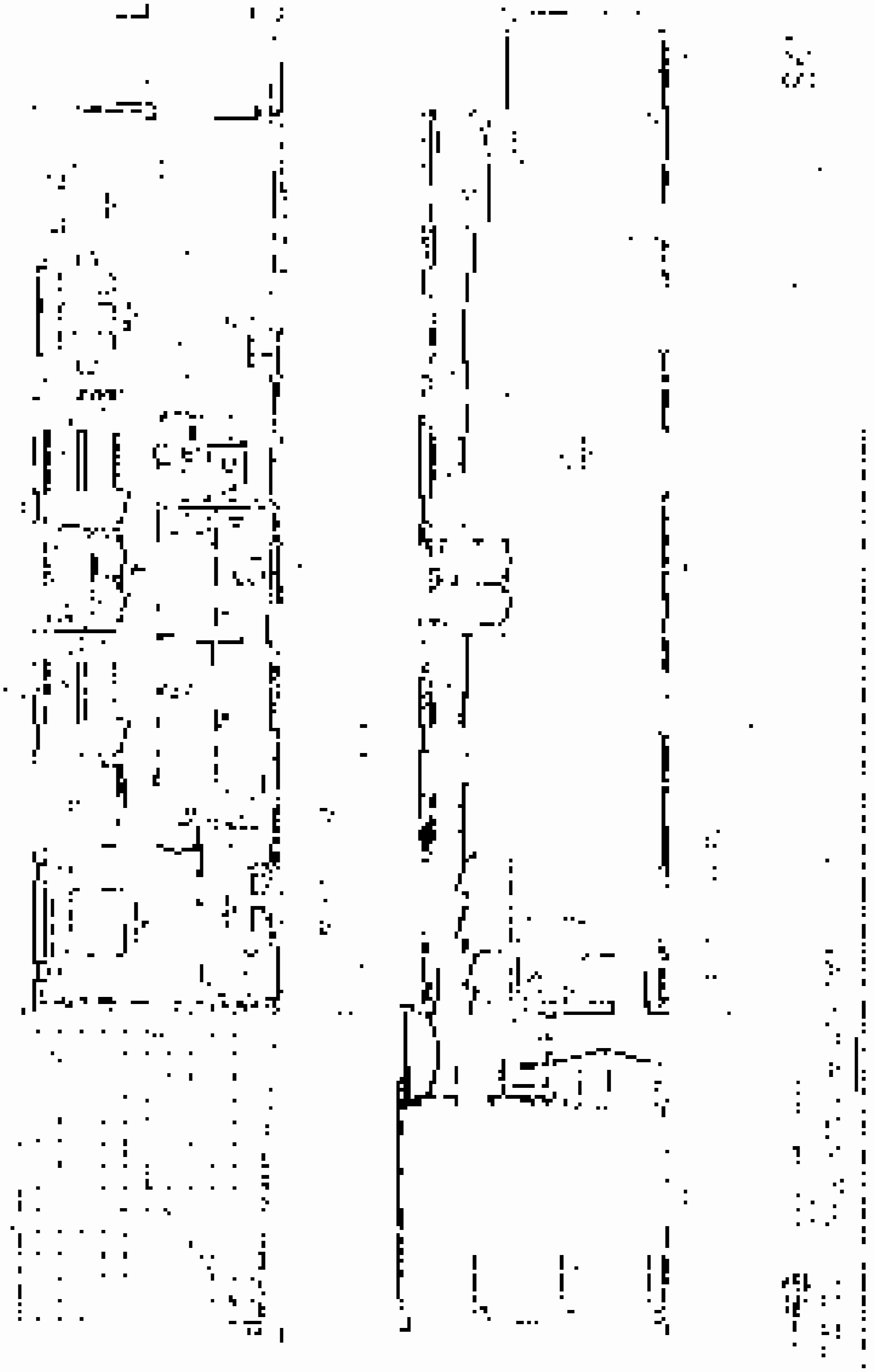
To build a new four story (47 feet in height) mixed use building, with office/retail on the first floor and three residential units above and a three car garage.

	Current Zoning	Proposed Building
Zoning District	B1-1	B1-3
Lot Area	3,050 square feet	3,050 square feet
Commercial Space	N/A	1,450 square feet
FAR	1.2	2.62
Minimum Lot Area	2,500 square feet per unit	1,016 square feet per unit
Maximum Buildable Area	3,660 square feet	7,971 square feet
Maximum Number of Units	1 (1.22)	3
Maximum Building Height	38 feet, 0 inches	47 feet, 0 inches
Front Setback	9 feet, 0 inches	0 feet, 0 inches
Rear Setback	30 feet, 0 inches	30 feet, 8 inches
South Side Setback	0 feet, 0 inches	0 feet, 0 inches
North Side Setback	2 feet, 0 inches	2 feet, 0 inches
Minimum Parking	1 space per unit	3
Rear Open Space	Not Required	620 square feet

Site Plan

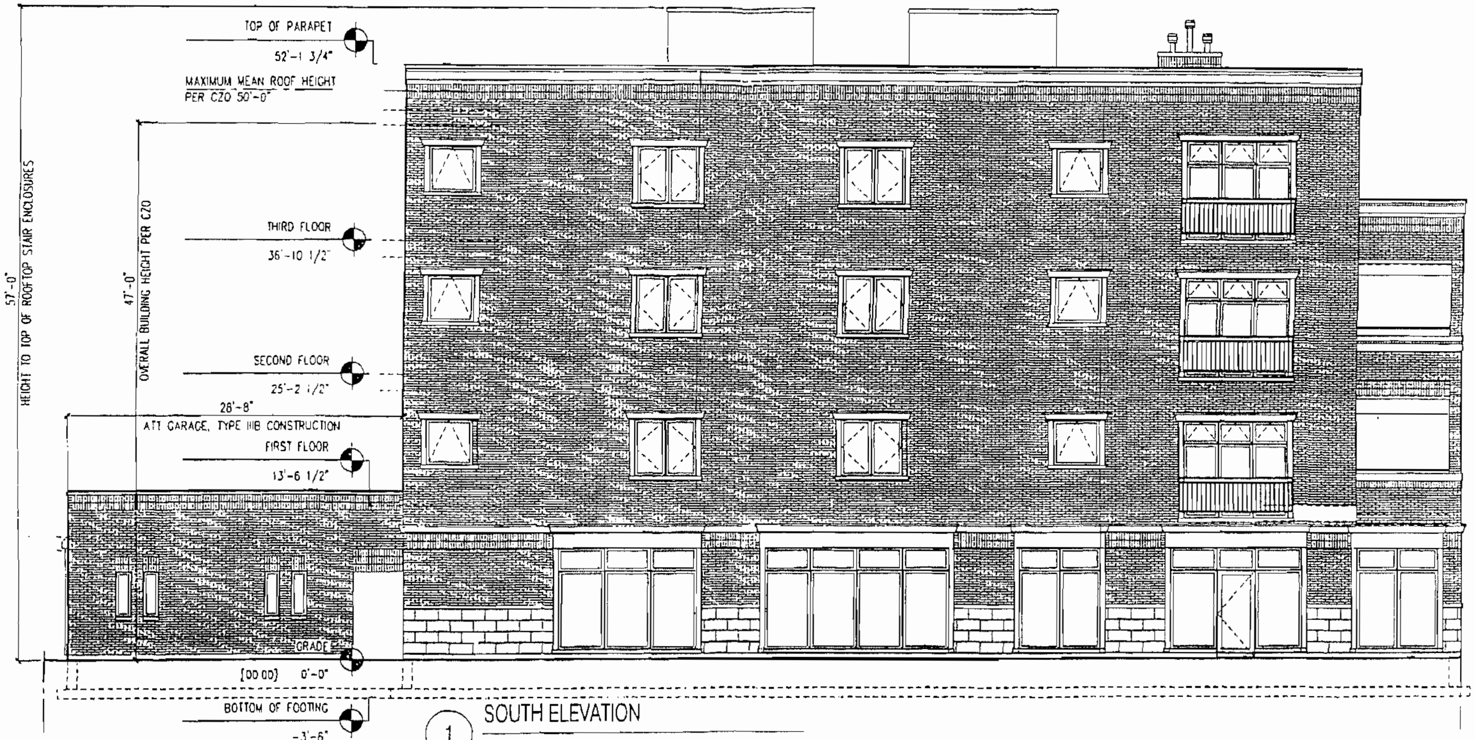


First Floor And Second Floor Plans



Third Fourth Floor And Roof Plans

South Elevation.


TOP OF PARAPET
52'-1 3/4"
MAXIMUM MEAN ROOF HEIGHT PER CZO 50'-0"
THIRD FLOOR
36'-10 1/2"
SECOND FLOOR
25'-2 1/2"
28'-8"
ATT GARAGE, TYPE IIIB CONSTRUCTION
FIRST FLOOR
13'-6 1/2"
GRADE
(00.00) 0'-0"
BOTTOM OF FOOTING
-3'-6"
57'-0"
HEIGHT TO TOP OF ROOFTOP STAIR ENCLOSURES
47'-0"
OVERALL BUILDING HEIGHT PER CZO

① SOUTH ELEVATION

1/8" = 1'-0"

915 ELM STREET
WESTERN SPRINGS, IL 60558
T 312.[illegible]

BRIAN FRYZEL
DESIGN+BUILD, INC.

2034 WEST LAWRENCE AVENUE
CHICAGO, IL
THREE UNIT BUILDING WITH COMMERCIAL SPACE

PROJECT NO.	1300-2034
DRAWN BY	BMF
CHECKED BY	BMF
SCALE	AS NOTED
DATE	06.18.13

SK1.3

NOTE: THESE DRAWINGS MAY HAVE BEEN REPRODUCED AT A SIZE DIFFERENT FROM THE ONE ORIGINALLY NOTED. OWNER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR THE USE OF INCORRECT SCALED INFORMATION. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION AND IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS.

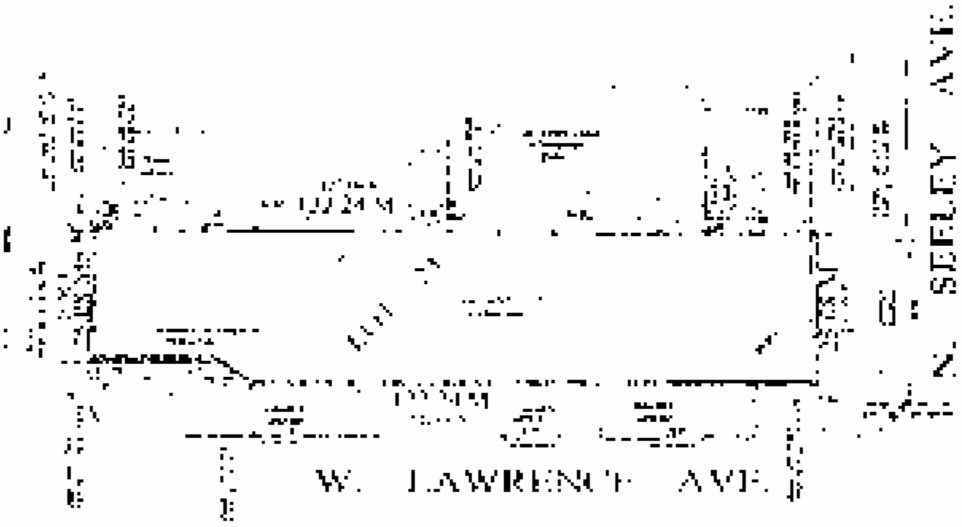
Plat Of Survey

NORTH

MM SURVEYING CO., INC.

PLAT OF SURVEY

OF


W. LAWRENCE AVE.
N. SEELEY AVE.

Reclassification Of Area Shown On Map No. 13-M.

(Application No. [illegible])

(Common Address: [illegible] N. Milwaukee Ave.)

[SO2013-[illegible]]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols as shown on Map Number 13-M in the area bounded by:

North Mason Avenue; North Milwaukee Avenue; a line [illegible] feet southeast of and parallel to North Mason Avenue; and the public alley next southwest of and parallel to North Milwaukee Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 13-N.

(Application No. [illegible])

(Common Address: [illegible] N. Newcastle Ave.)

[SO2013-[illegible]]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-N in the area bounded by:

a line [illegible] feet south of and parallel to West Foster Avenue; North Newcastle Avenue; a line [illegible] feet south of and parallel to West Foster Avenue; and the alley next west of and parallel to North Newcastle Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 14-K.

(Application No. [illegible])

(Common Address: 6700 -- 6720 S. Pulaski Rd.; 4011 -- 4[illegible] W. 67th St.)

[O2013-[illegible]]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current B3-1 Community Shopping District and B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 14-K in the area bounded by:

West 67th Street; South Pulaski Road; a line 237.03 feet south of West 67th Street; and the alley next west of South Pulaski Road,

to those of a B3-1 Community Shopping District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 17-G.

(Application No. A-[illegible])

(Common Address: 6801 -- 6815 N. Sheridan Rd. And 1146 -- 1158 W. Pratt Blvd.)

[O2013-544[illegible]]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-5 Community Shopping District symbols and indications as shown on Map Number 17-G in the area bounded by:

a line 135 feet north of and parallel to West Pratt Boulevard; the alley next east of and parallel to North Sheridan Road; West Pratt Boulevard; and North Sheridan Road,

to those of an RT-4 Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map No. 19-G.

(Application No. 17769T1)

(Common Address: 7317 And 7331 N. Sheridan Rd.)

[O2013-4958]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhome and Multi District symbols and indications as shown on Map Number 19-G in the area bounded by:

> the south line of West Sherwin Avenue to a point 157.34 feet east of the east line of North Sheridan Road; a line from the last described point traveling southerly to a point 92.99 feet south of the south line of West Sherwin Avenue and 120.30 feet east of the east line of North Sheridan Road; a line from the last described point 92.99 feet south of the south line of West Sherwin Avenue to a point 164.58 feet east of the east line of North Sheridan Road; a line from the last described point traveling southeasterly to a point 161.28 feet south of the south line of West Sherwin Avenue and 160.45 feet east of the east line of North Sheridan Road; a line from the last described point traveling southwesterly to a point 186.33 feet south of the south line of West Sherwin Avenue and 167.73 feet east of the east line of North Sheridan Road; a line 186.33 feet south of the south line of West Sherwin Avenue; and North Sheridan Road,

to those of a B1-5 Neighborhood Shopping District.

SECTION 2. This ordinance takes effect after its passage and approval.

[Site Map; Site and Roof Plans; Floor Plans; Building Elevations; and Land Title Survey attached to this ordinance printed on pages 58532 through 58546 of this *Journal.*]

Narrative and Zoning Summary attached to this ordinance read as follows:

Rogers Park Garage Project Narrative.

Rogers Park Solutions LLC (the "Applicant") is the owner of the properties commonly known as 7313 to 7333 North Sheridan Road (also 1233 to 1247 West Sherwin Avenue) (the "Property"). The Property is currently improved with a community center as well as accessory and non-accessory surface parking.

The Applicant proposes to demolish the existing improvements on the Property and develop a new, approximately 250-space non-accessory parking garage (the "Project"). The Project requires several forms of zoning relief including a map amendment to re-zone the Property to B1-5, rear and side yard variations and a Lakefront Protection approval. Assuming receipt of all necessary permits and approvals, the Applicant intends to commence construction in late 2013 or early 2014. The Applicant expects to complete construction nine months after commencement of construction.

Attached hereto is a Zoning Summary for the Project.

Zoning Summary For Rogers Park Garage.

Subject Property:	7313 to 7333 North Sheridan Road; 1233 to 1247 West Sherwin Avenue
Owner:	RP Solutions LLC
Lot Area:	28,141 square feet (approximately)
Current Zoning Classification:	RT4; Private Lakefront District
Proposed Zoning Classification:	B1-5
Surrounding Zoning Classifications:	RT4 (north, east and west); B3-2 (south)
Proposed Use:	250-space, 92,000 square foot, non-accessory parking garage
FAR:	
Permitted	5.0
Actual	3.3 (approximately)
Front Setback(1):	
Required	none since subject property does not abut R-zoned lot(2)

---

(1) All setbacks assume a B1-5 zoning classification for the subject property.

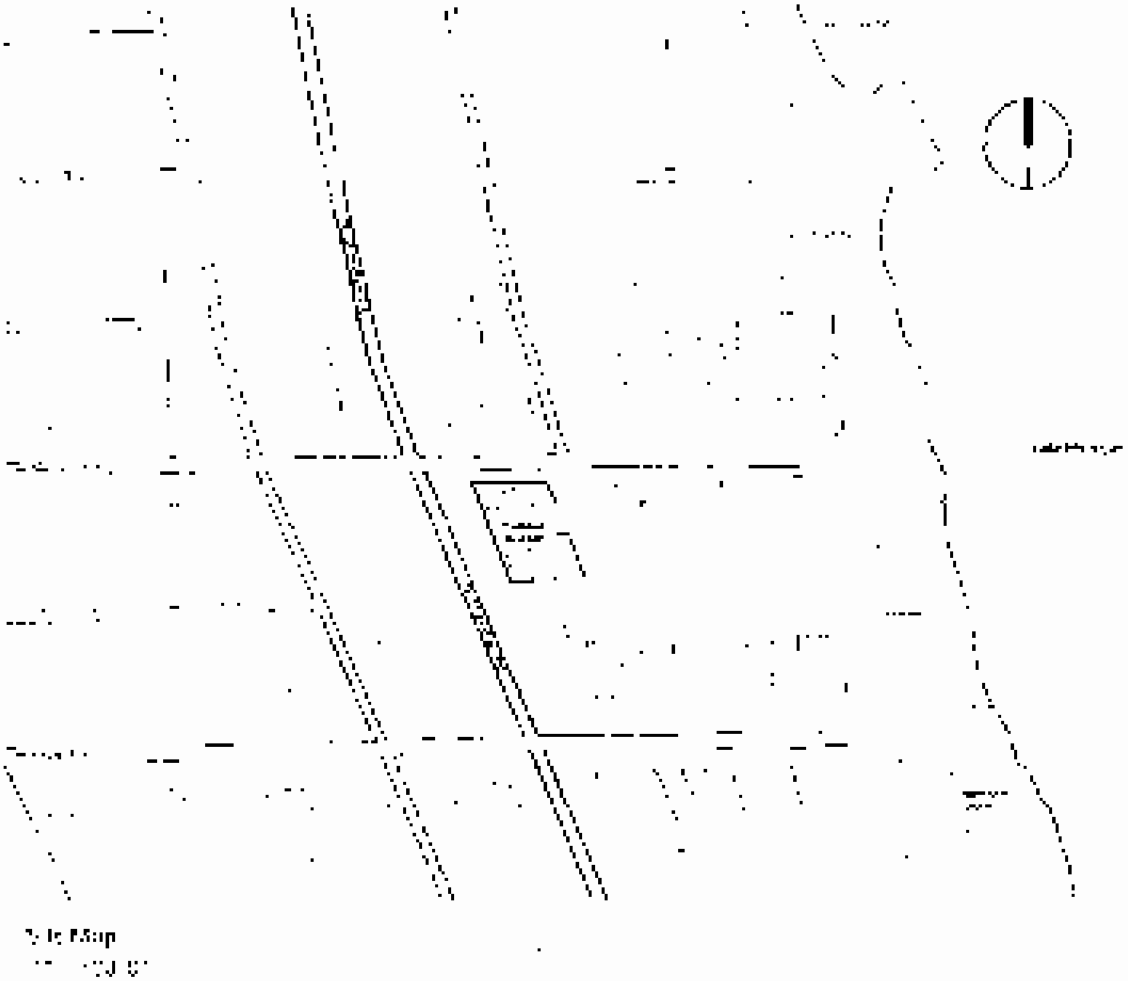
(2) Calculated per Section 17-3-0404. The only other abutting lot with lot frontage on the same street is the property to the south which is zoned B3-2.

Proposed	5.0 feet
Rear Setback	
Required	[illegible] feet[1]
Proposed	1 foot to 20.4 feet
Side Yard	
Required	5.50 feet[2]
Proposed	1 foot to 3.70 feet on the north and 9.5 feet on the south
Maximum Height	
Permitted	38 feet
Proposed	Approximately 58 feet (the top of elevator overrun)

[illegible]

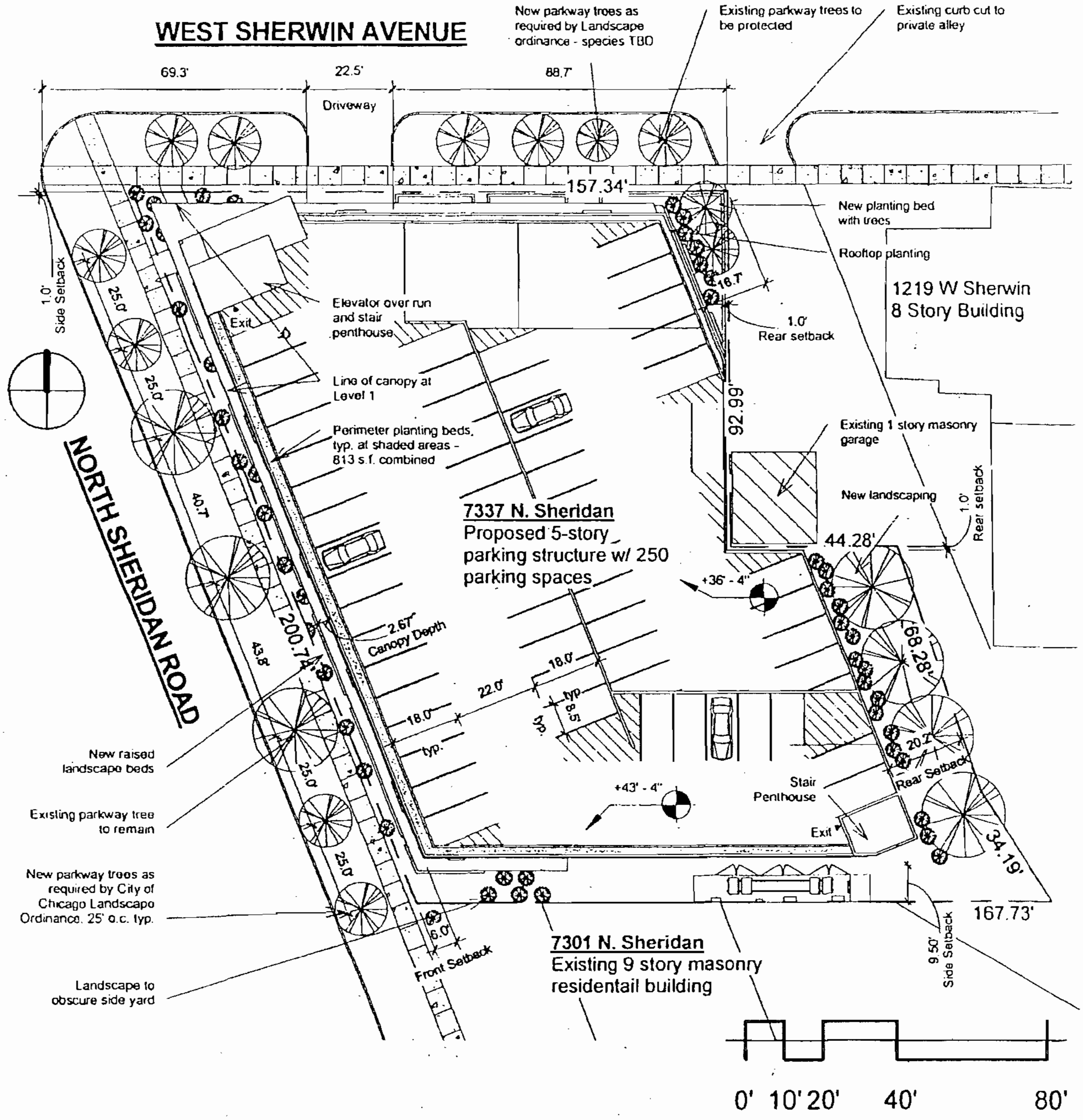
2 [illegible]

Site Map



7331-37 North Sheridan Road

Site Plan And Roof Plan.

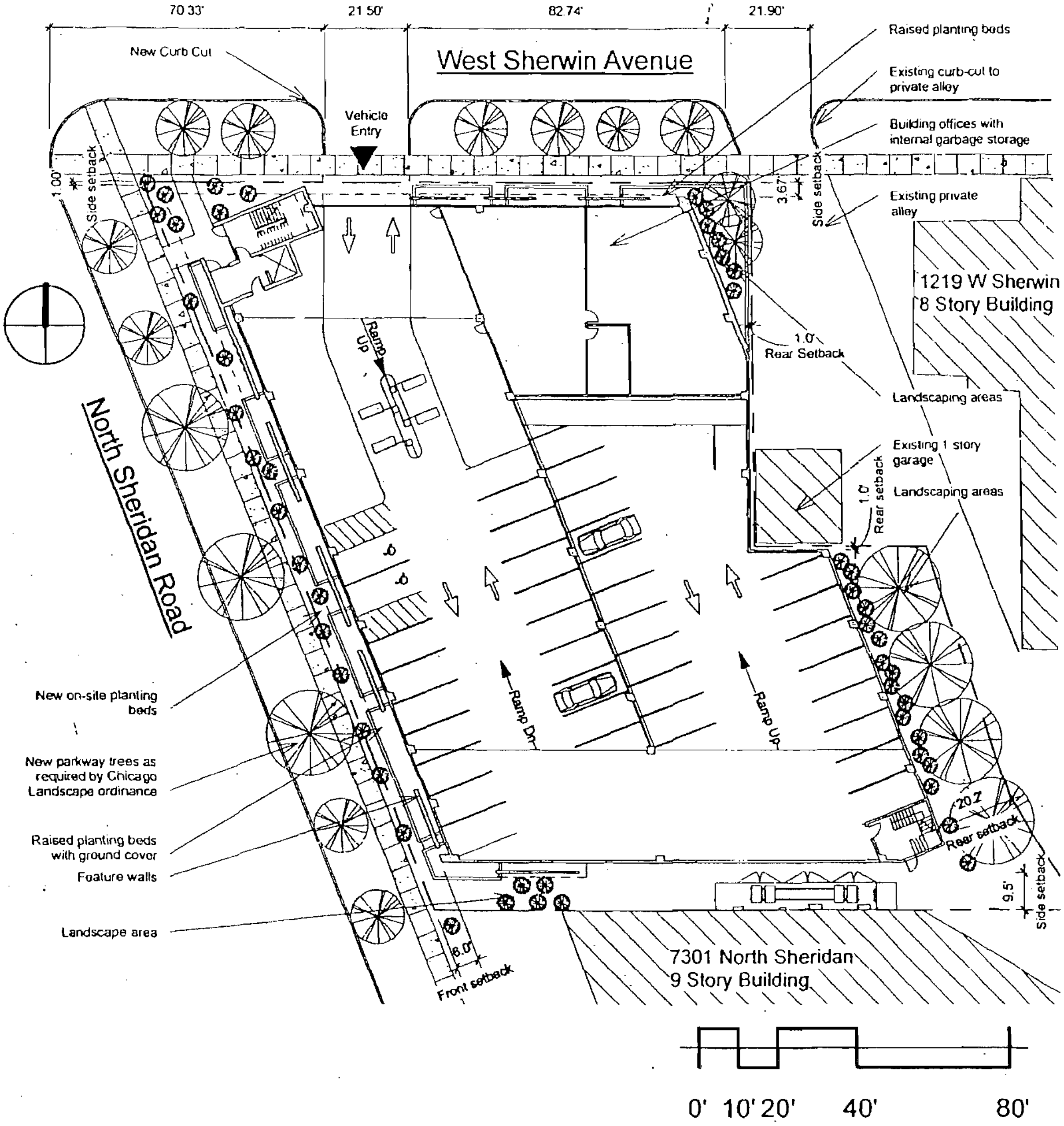

WEST SHERWIN AVENUE
New parkway trees as required by Landscape ordinance - species TBD
Existing parkway trees to be protected
Existing curb cut to private alley
69.3'
22.5'
88.7'
Driveway
157.34'
New planting bed with trees
Rooftop planting
1219 W Sherwin
8 Story Building
16.7'
1.0'
Rear setback
1.0'
Side Setback
25.0'
25.0'
40.7'
43.8'
25.0'
25.0'
Exit
Elevator over run and stair penthouse
Line of canopy at Level 1
Perimeter planting beds, typ. at shaded areas - 813 s.f. combined
92.99'
Existing 1 story masonry garage
New landscaping
1.0'
Rear setback
NORTH SHERIDAN ROAD
7337 N. Sheridan
Proposed 5-story parking structure w/ 250 parking spaces
44.28'
+36' - 4"
68.28'
200.74'
2.67' Canopy Depth
18.0'
22.0'
18.0'
typ.
8.5'
typ.
typ.
20.2'
Rear Setback
Stair Penthouse
Exit
+43' - 4"
34.19'
New raised landscape beds
Existing parkway tree to remain
New parkway trees as required by City of Chicago Landscape Ordinance. 25' o.c. typ.
Landscape to obscure side yard
6.0'
Front Setback
167.73'
9.50'
Side Setback
7301 N. Sheridan
Existing 9 story masonry residentail building
0'
10'
20'
40'
80'

Site Plan / Roof Plan

1" = 40'-0"

7331-37 North Sheridan Road

Ground Floor Plan.

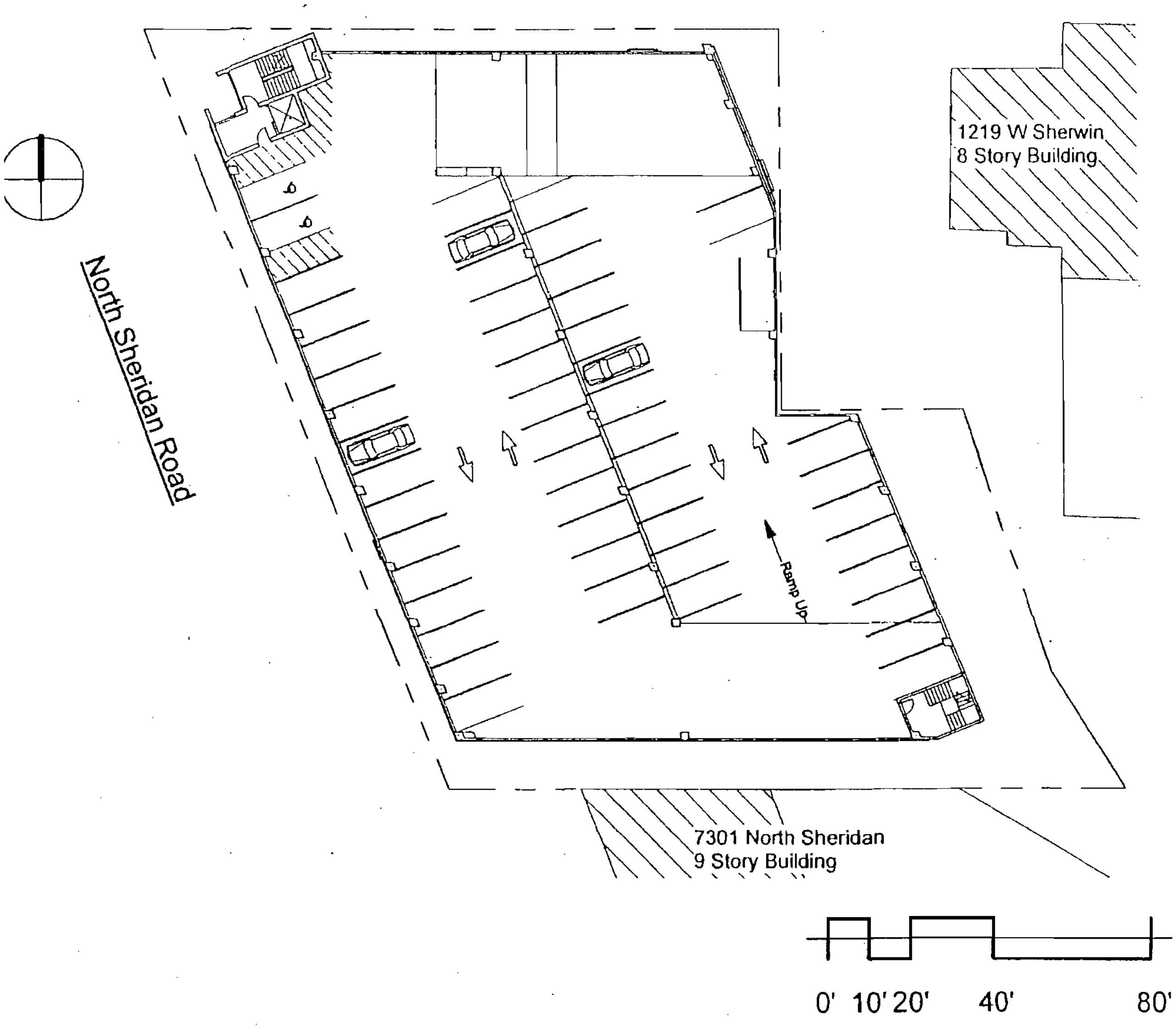

70.33'
21.50'
82.74'
21.90'
West Sherwin Avenue
New Curb Cut
Vehicle Entry
Raised planting beds
Existing curb-cut to private alley
Building offices with internal garbage storage
Existing private alley
1.00'
Side setback
3.67'
Side setback
1219 W Sherwin
8 Story Building
1.0'
Rear Setback
Landscaping areas
Existing 1 story garage
1.0'
Rear setback
Landscaping areas
Ramp Up
Ramp Dn
Ramp Up
North Sheridan Road
New on-site planting beds
New parkway trees as required by Chicago Landscape ordinance
Raised planting beds with ground cover
Feature walls
Landscape area
6.0'
Front setback
20.2'
Rear setback
9.5'
Side setback
7301 North Sheridan
9 Story Building
0'
10'
20'
40'
80'

Ground Floor Plan

1" = 40'-0"

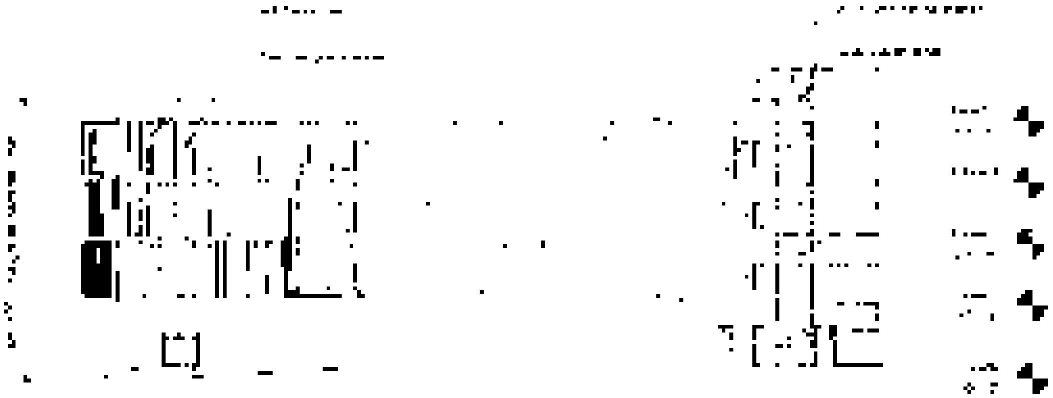
7331-37 North Sheridan Road

Typical Floor Plan.


West Sherwin Avenue
North Sheridan Road
1219 W Sherwin
8 Story Building
7301 North Sheridan
9 Story Building
Ramp Up
0'
10'
20'
40'
80'

Typical Floor Plan
1" = 40'-0"

North And South Elevation

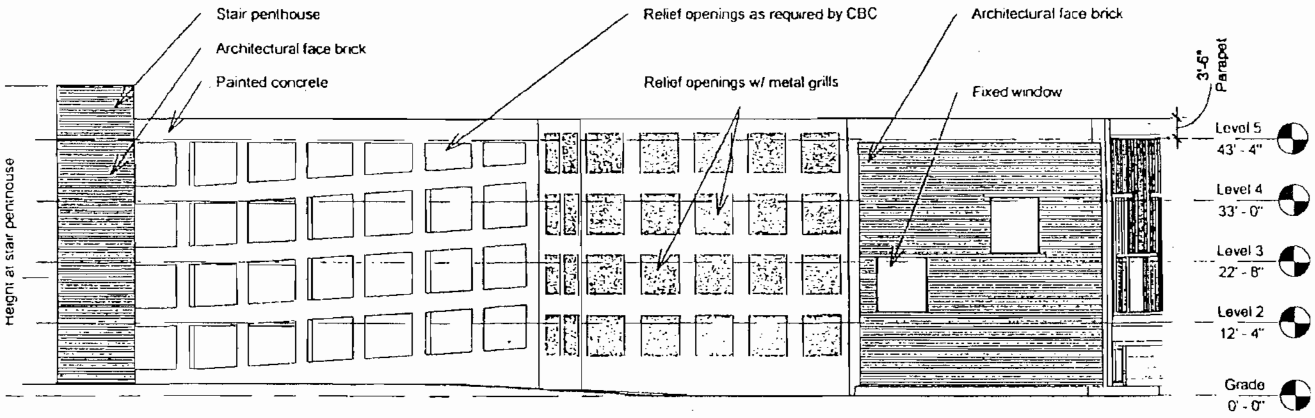


[illegible]

[illegible]

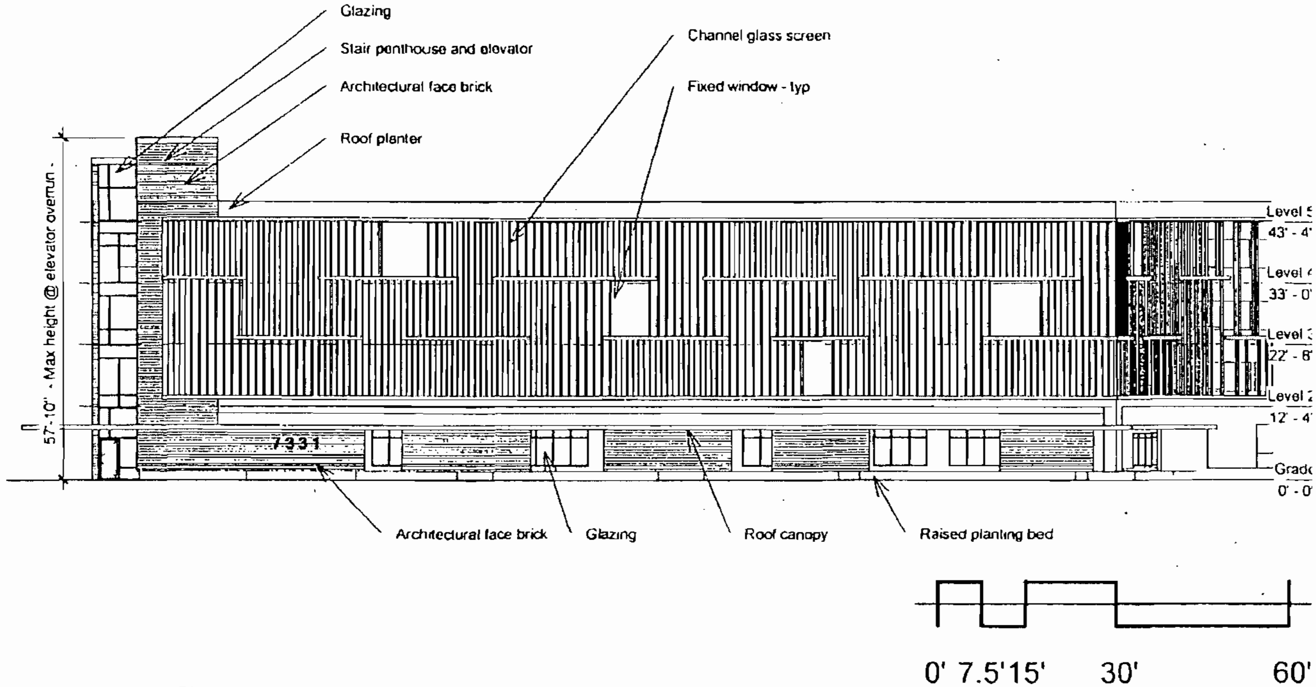
7031-37 North Sheridan Road

East And West Elevation.


Stair penthouse
Architectural face brick
Painted concrete
Relief openings as required by CBC
Relief openings w/ metal grills
Architectural face brick
Fixed window
3'-6" Parapet
Height at stair penthouse
Level 5
43' - 4"
Level 4
33' - 0"
Level 3
22' - 8"
Level 2
12' - 4"
Grade
0' - 0"

East Elevation (Rear)

1" = 30'-0"

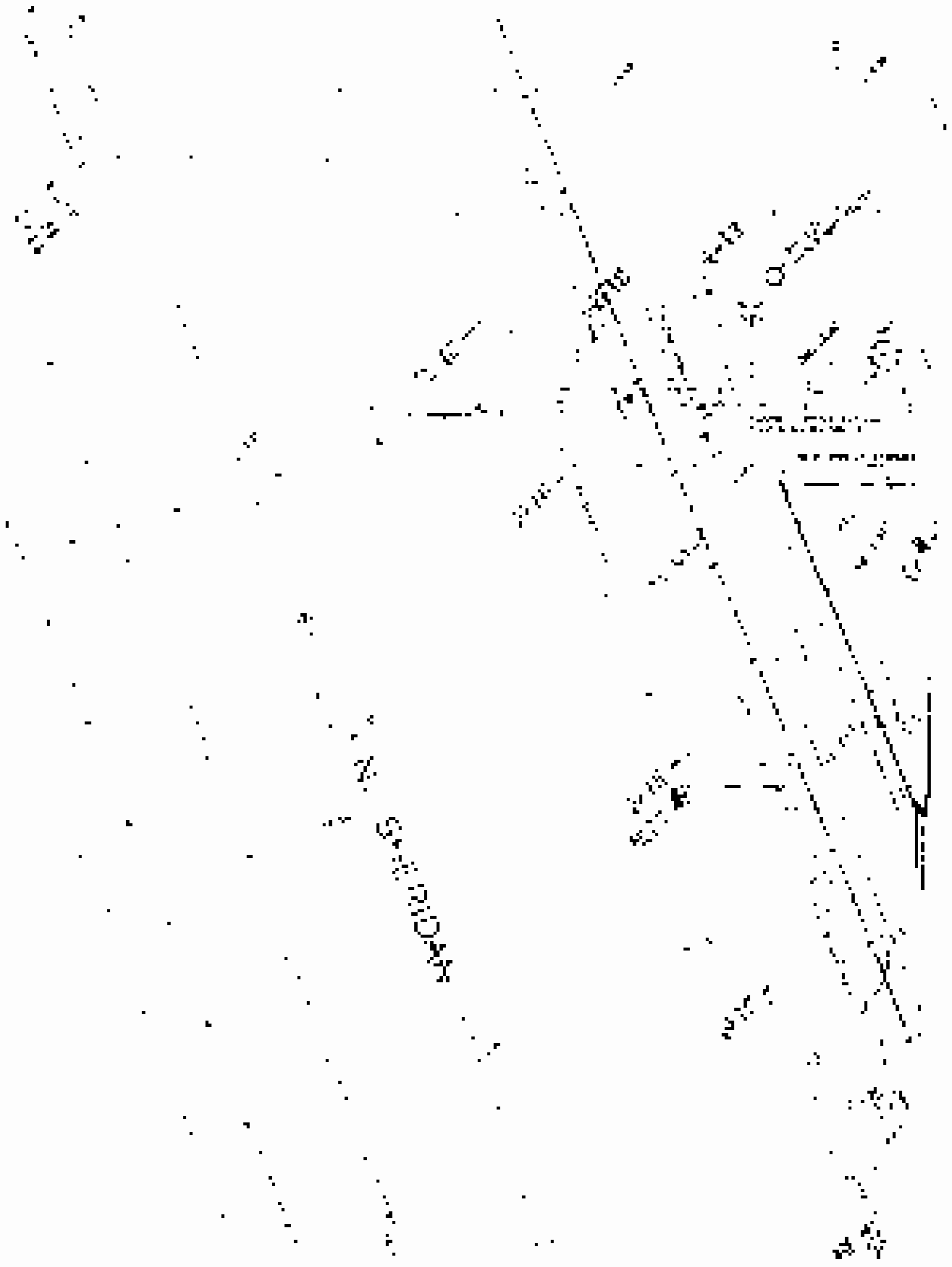

Glazing
Stair penthouse and elevator
Architectural face brick
Roof planter
Channel glass screen
Fixed window - typ
57'-10" - Max height @ elevator overrun
7331
Level
43' - 4'
Level
33' - 0'
Level
22' - 8'
Level
12' - 4'
Grad
0' - 0'
Architectural face brick
Glazing
Roof canopy
Raised planting bed
0' 7.5'15' 30' 60'

West Elevation (Sheridan / Front)

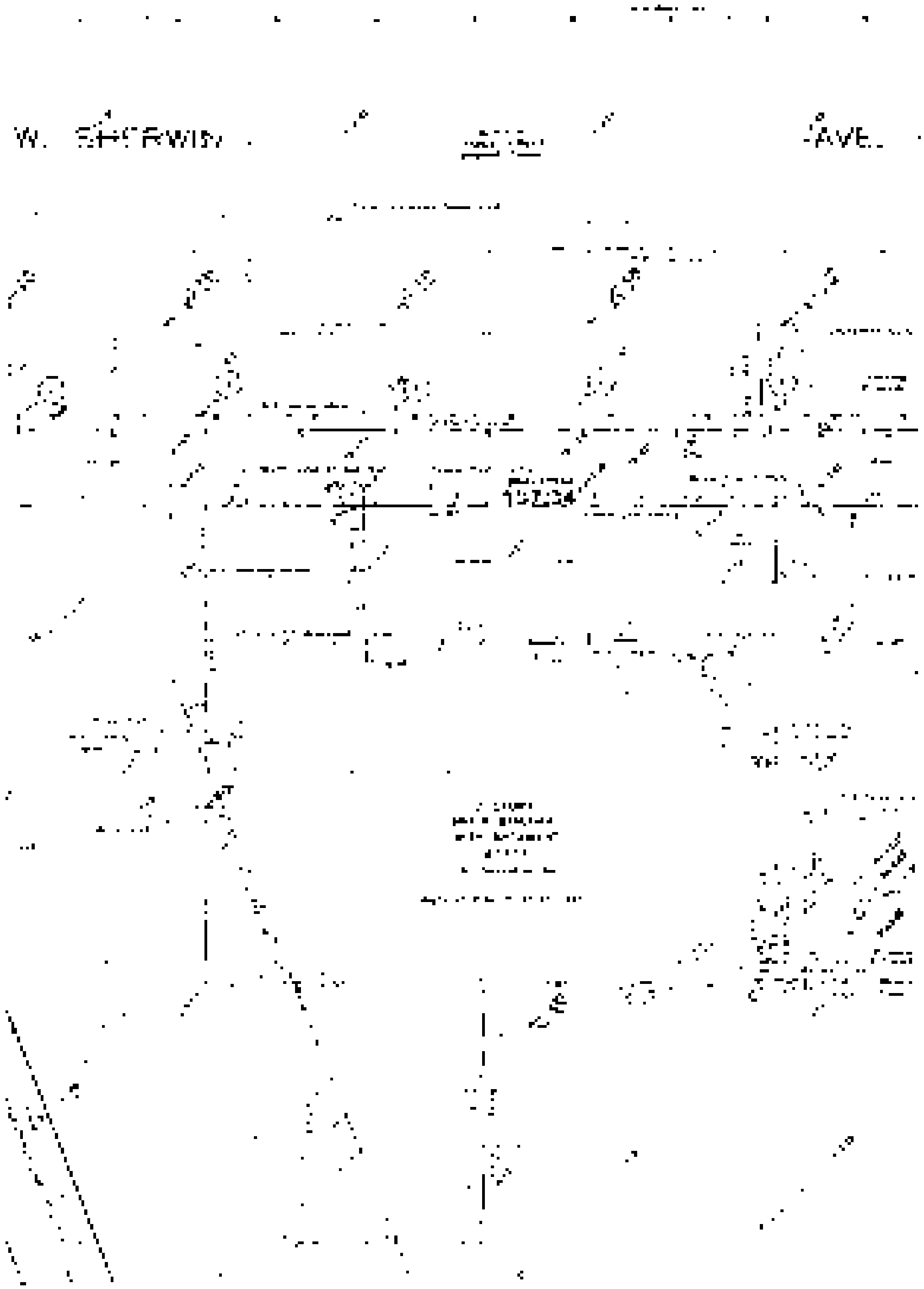
1" = 30'-0"

7331-37 North Sheridan Road

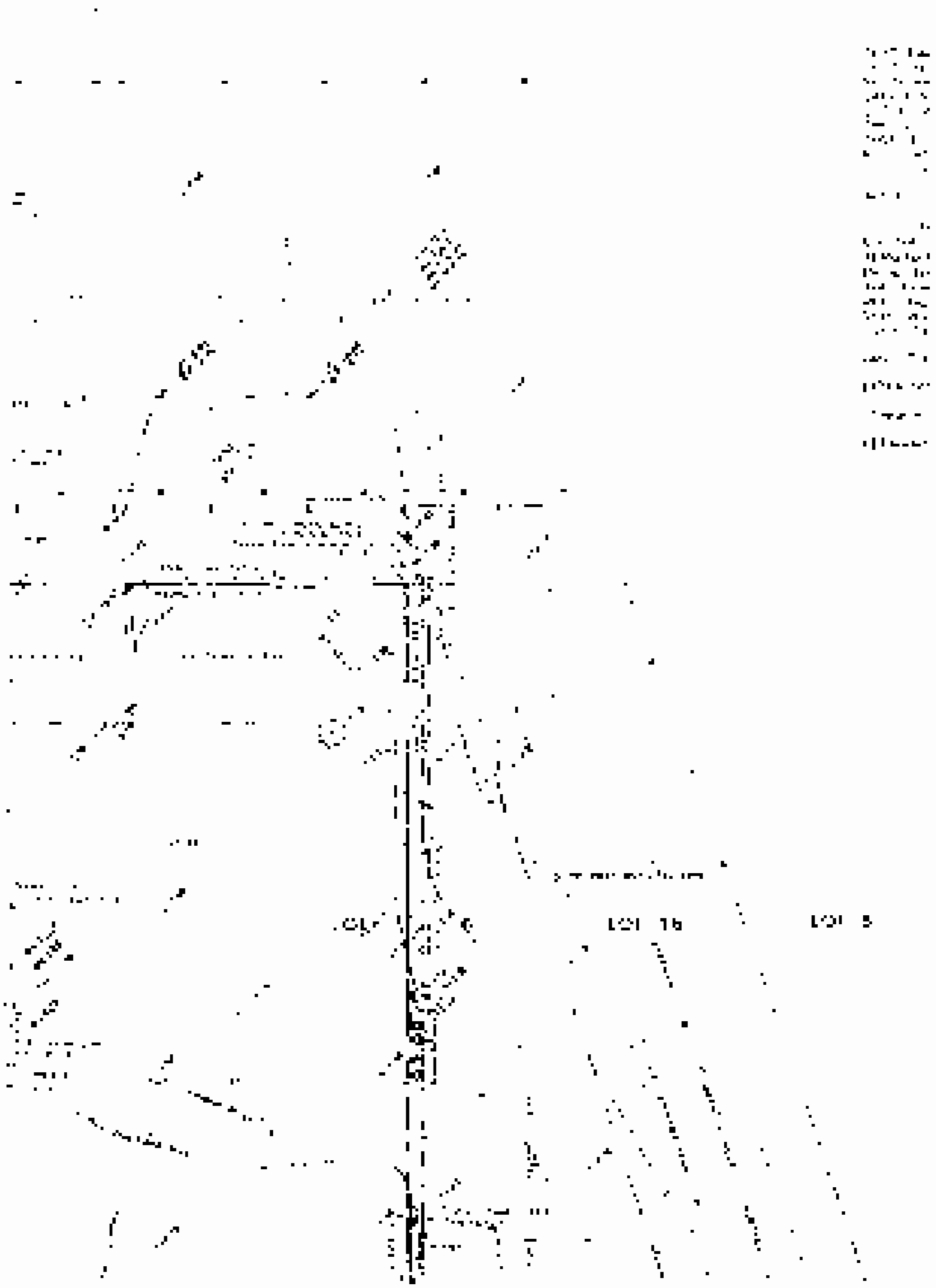
Land Title Survey
(Page 1 of 9)



Land Title Survey
(Page 2 of 9)


W. SHERWIN
AVE.

Land Title Survey
(Page 3 of 3)



Land Title Survey
(Page 4 of 9)

/ACSM LAND TITLE SURVEY

[illegible]

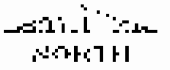
[illegible]

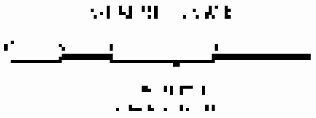
[illegible]

[illegible]

[illegible]

[illegible]





Land Title Survey
(Page 5 of 9)

/ACSM LAND TITLE SURVEY

[illegible]

[illegible]

[illegible]

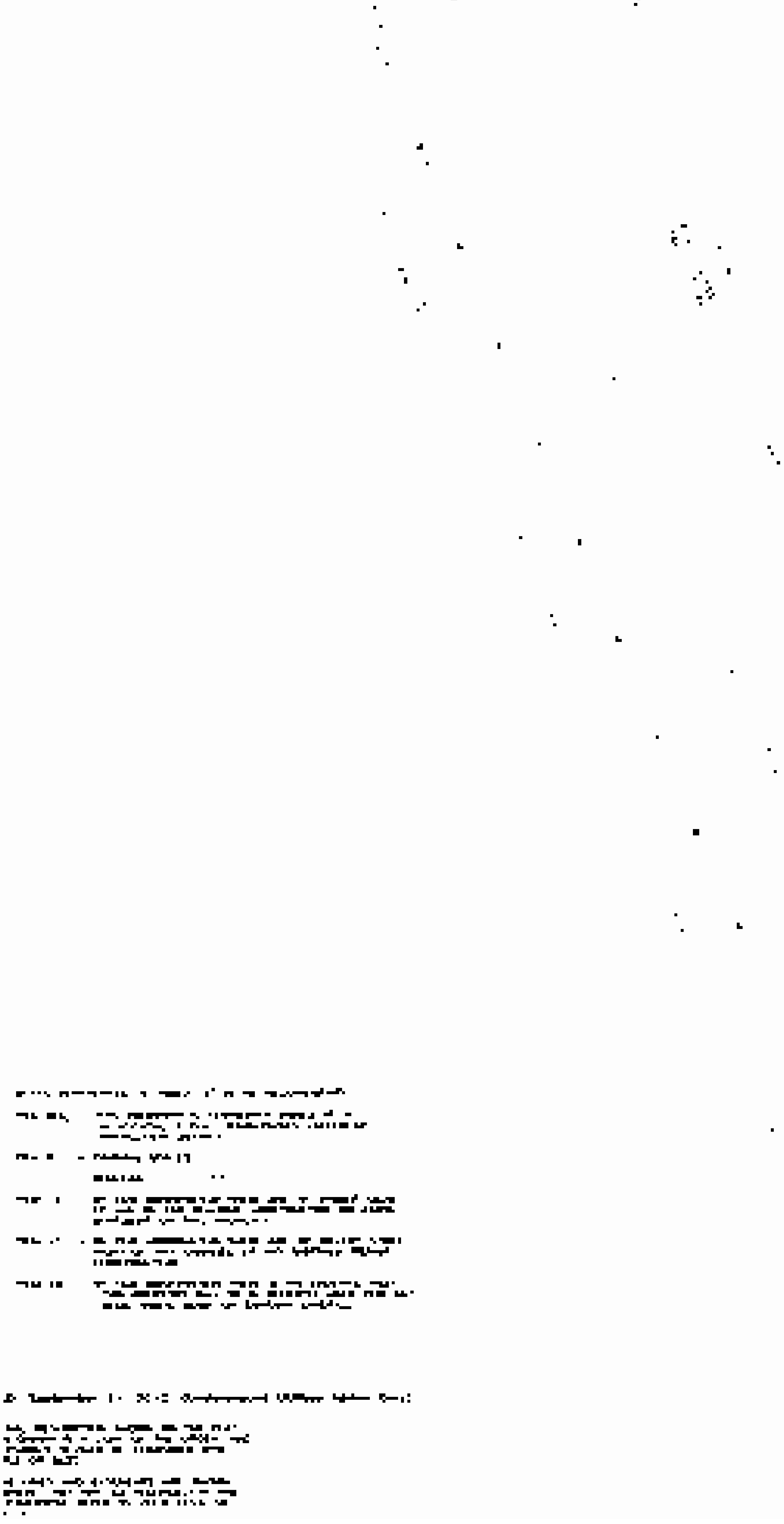
[illegible]

[illegible]

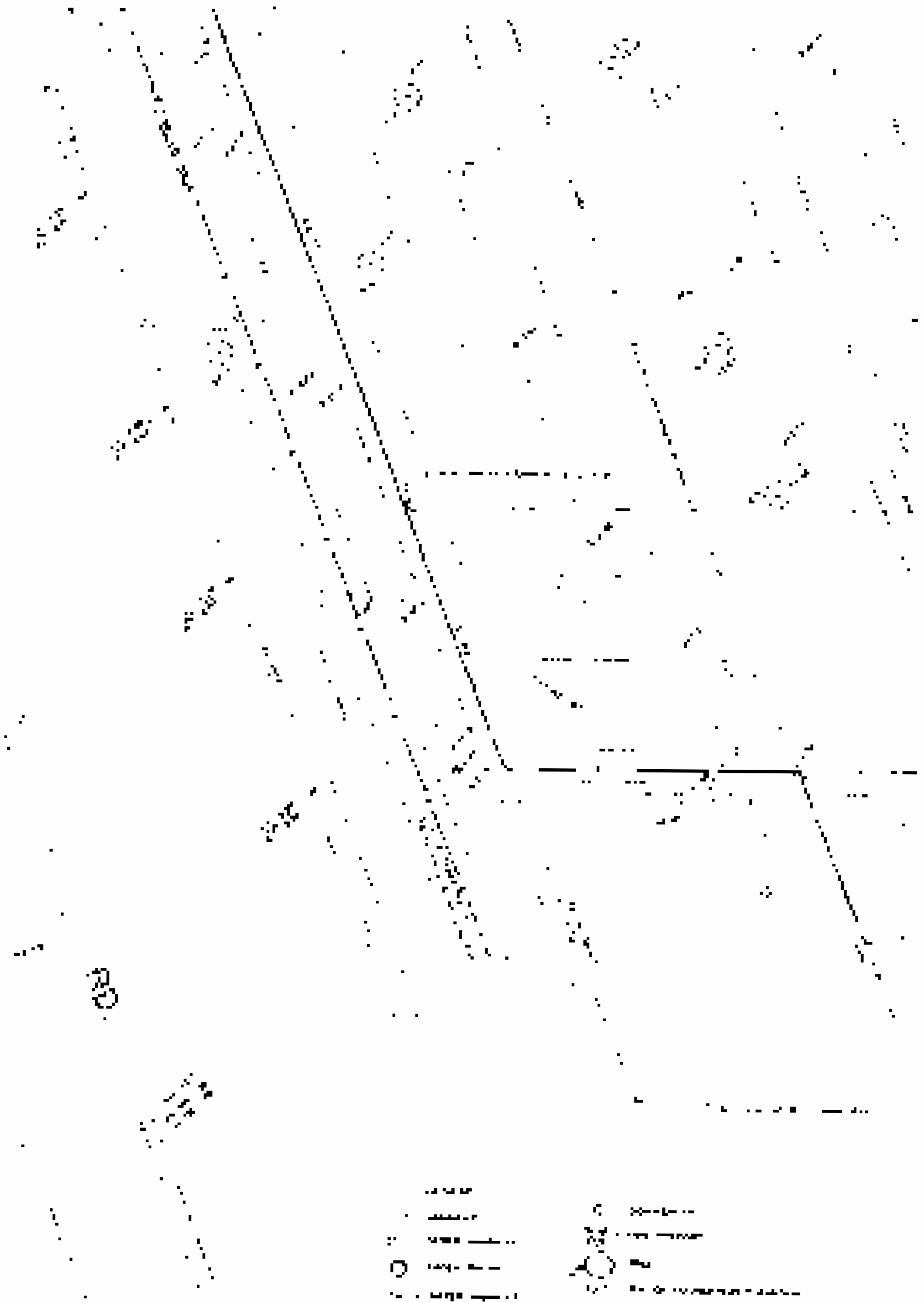
[illegible]

NORTH

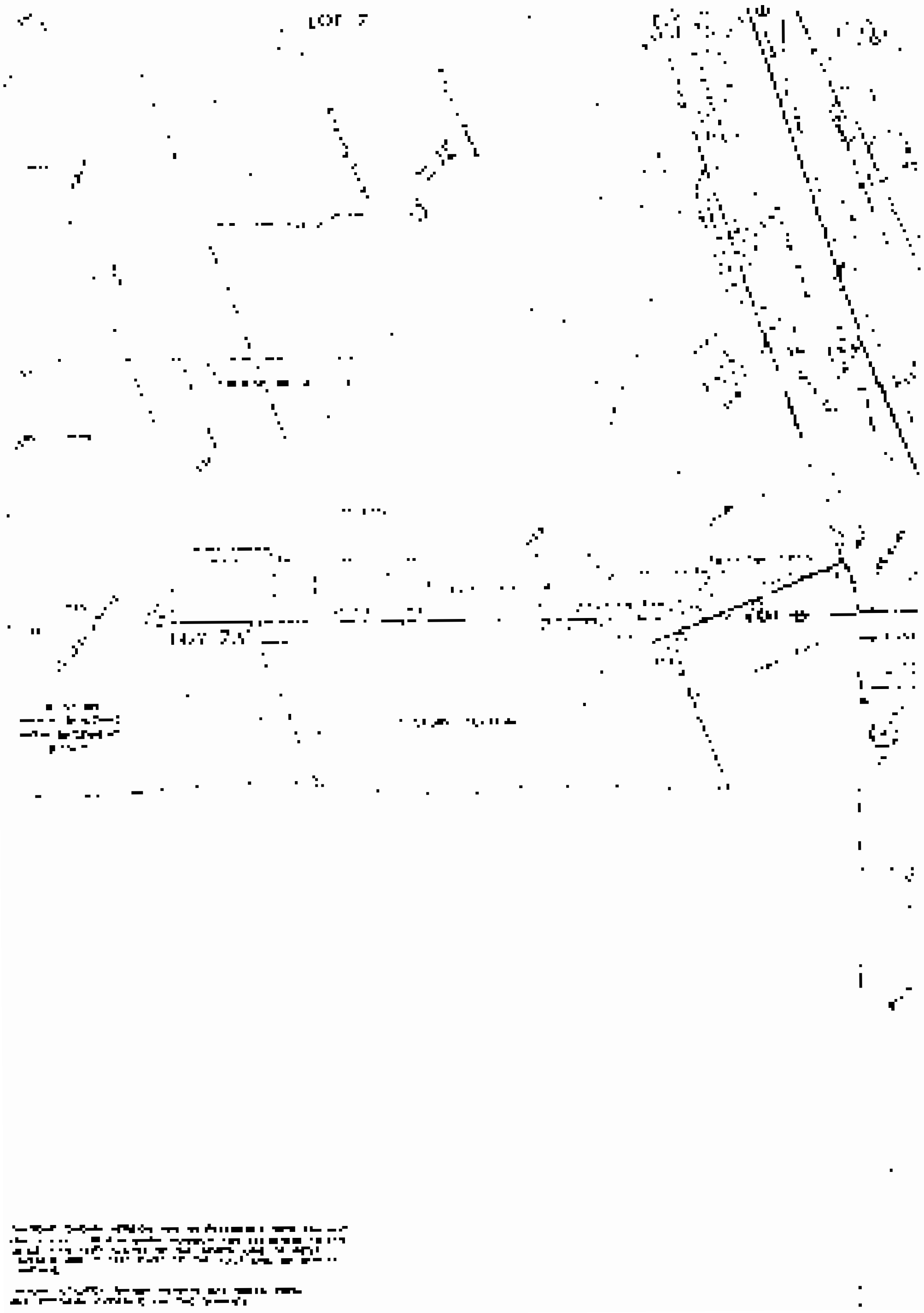
Land Title Survey
(Page 6 of 9)



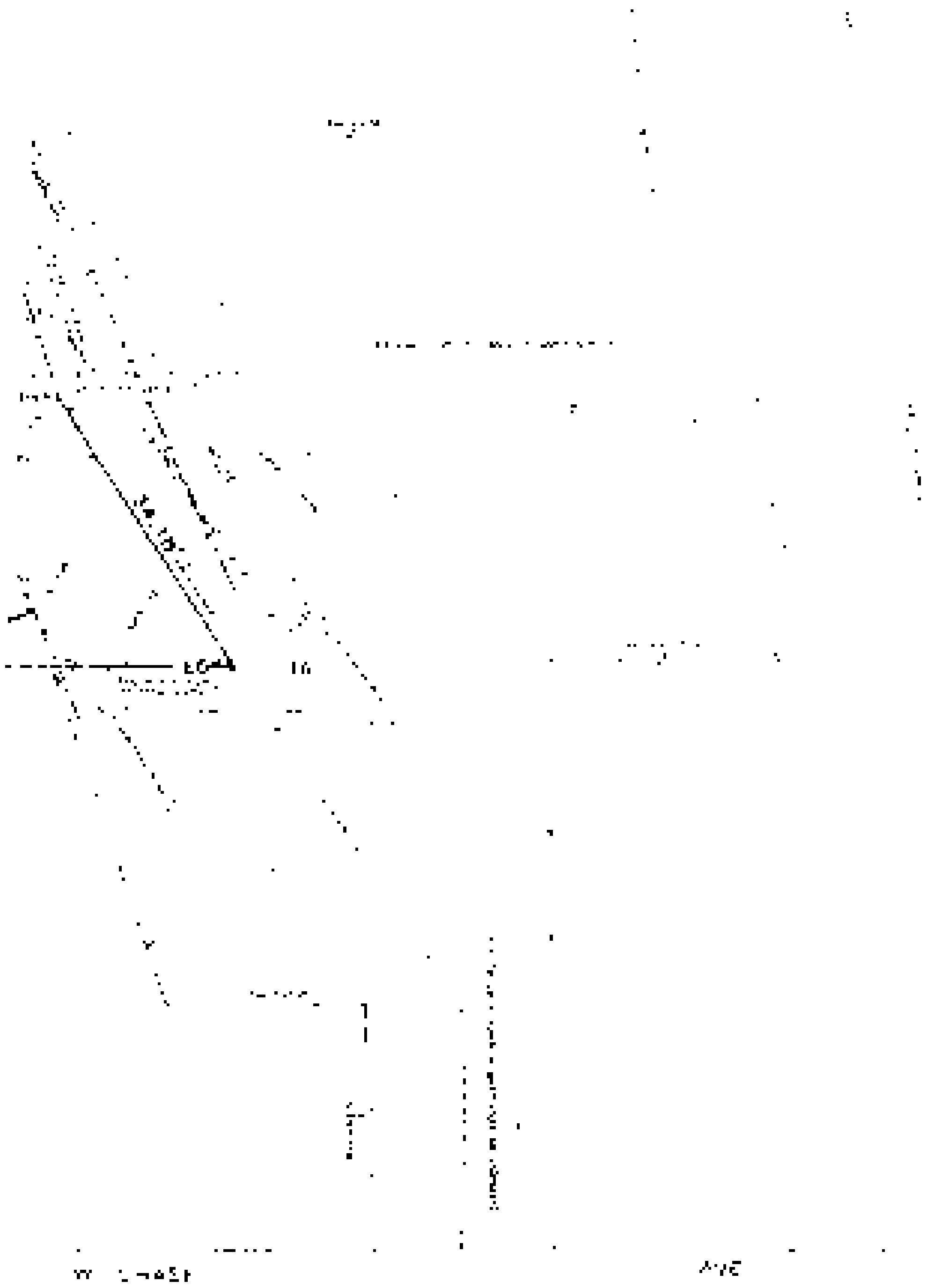
Land Title Survey
(Page 7 of 9)



Land Title Survey
(Page 8 of 9)



Land Title Survey
(Page 9 of 9)


16
W. CHASE
AVE

[illegible]

Reclassification OF Area Shown On Map No. 24-A.
(Application No. 17771)
(Common Address: 10264 -- 10276 S. Indianapolis Ave.)

[O2013-4960]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 24-A in the area bounded by:

> a line from a point 228.45 feet west of South Indianapolis Avenue, as measured along the north line of East 103rd Street running northeast for a distance of 177.81 feet to a point 143.36 feet north of East 103rd Street, as measured along the southwesterly line of South Indianapolis Avenue; South Indianapolis Avenue; and East 103rd Street,

to those of a C2-1 Motor Vehicle-Related Commercial District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committees recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

1732 N. Hudson St.

[Or2013-380]

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

Be It Ordered 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 of Buildings, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address:	1732 North Hudson Street ("Property")
District/Building:	Old Town Triangle District

for work generally described as:

conversion of a 3-flat residential building into 2 units, with complete interior and exterior restoration

by:

Owner:	Lance Hornaday and Tenley Ysseldyke
Owner's Address:	1732 North Hudson Street
City, State, Zip:	Chicago, Illinois 60614

SECTION 3. The fee waiver authorized by this order shall be effective from July 1, 2013 through July 1, 2014, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

28 E. Jackson Blvd.

[Or2013-377]

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

Be It Ordered 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 of Buildings, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address:	28 East Jackson Boulevard ("Property")
District/Building:	Steger Building

for work generally described as:

renovate an existing office building for residential use by:

Owner:	DRI/CA Gibbons/Steger LLC
Owner's Address:	161 North Clark Street, Suite 4900
City, State, Zip:	Chicago, Illinois 60601

SECTION 3. The fee waiver authorized by this order shall be effective from April 1, 2013 through August 31, 2014, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

IMPOSITION OF TEMPORARY MORATORIUM ON ISSUANCE OF PERMITS FOR DYNAMIC IMAGE DISPLAY SIGNS 100 SQUARE FEET OR LESS.

[O2013-4977]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City regulates signs, including dynamic image display signs; and

WHEREAS, As part of that regulatory process, in order to ensure that the signs have the least negative impact on surrounding areas, all dynamic image display signs which exceed 100 feet in area require the issuance of a City Council order pursuant to Section 13-20-590 of the Municipal Code of Chicago; and

WHEREAS, Recently the City has seen a significant increase in the installation of dynamic image display signs just under the size which requires a City Council order; and

WHEREAS, The current regulations may not adequately address the unique needs and impact that these smaller dynamic image display signs may have, including the impact on nearby business districts, residential neighborhoods and the quality of life for City residents; and

WHEREAS, The City has not thoroughly studied the impacts of these smaller dynamic image display signs in relationship to zoning and comprehensive planning policies and goals; and

WHEREAS, Public health and safety interests require that the City study, analyze and evaluate the impact that these signs have in relationship to the nearby uses and the visual clutter which may be generated by their installation; and

WHEREAS, The City Council finds that it is necessary for the public health and safety to impose a temporary moratorium on the issuance of all sign permits for these smaller dynamic image display signs; now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference as findings of fact and made a part hereof.

SECTION 2. A temporary moratorium is hereby imposed on the issuance of any sign permit for any application filed on or after June 24, 2015 for a dynamic image display sign, as that term is defined in Section 13-20-540, when the dynamic image display sign is 100 feet or less in area.

An application for a sign permit shall be considered filed only after the submission of an online application, which is completely filled out, and the zoning review fee has been paid.

SECTION 3. The moratorium shall be in effect until April 30, 2014.

SECTION 4. This ordinance shall take effect upon its passage and approval.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed orders and substitute order transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the said proposed orders and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows.

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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):

3407 W. Belmont Ave.

[Or2013-378]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to issue a sign permit to: North Shore Outdoor LLC, 1650 Sunnyside, Highland Park, Illinois 60635, for the re-erection of a permitted pre-existing nonconforming replacement sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3407 West Belmont Avenue, Chicago, Illinois 60618 (monopole structure -- illuminated) with the following dimensions, height and square foot area:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 62 feet
Total Square Foot Area: 672 square feet
Application Date: January 21, 2013.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7601 S. Cicero Ave.

[Or2013-370]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to issue a sign permit to Icon Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60030, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Marshalls Store, 7601 South Cicero Avenue, Chicago, Illinois 60652 with the dimensions height and square foot area:

Dimensions: length, 31 feet; 6 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 189.1 square feet

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6816 W. Grand Ave.

[Or2013-376]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to

Ad Deluxe Sign Company, 23856 West Andrew Road, Suite 103, Plainfield, Illinois 60585, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Del Rancho Market, 6816 West Grand Avenue, Chicago, Illinois 60707:

Dimensions: length, 62 feet; height, 7 feet
Height Above Grade/Roof to Top of Sign: 9 feet
Total Square Foot Area: 434 square feet

To be legal, such sign(s) must comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance, and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of sign, billboards signboard and related and structures.

10700 S. Halsted St.

[Or2013-367]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Save A Lot Market, 10700 South Halsted Street, Chicago, Illinois 60628-3108:

Dimensions: length, 12 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 240 square feet

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

127 W. Huron St.
(98 Sq. Ft.)

[Or2013-375]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Sign Company, 1925 Industrial Drive, Libertyville, Illinois 60048, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Godfrey Hotel, 127 West Huron Street, Application Number 100493397 (canopy):

Dimensions: length, 55 feet, 1 inch; height, 1 foot, 6 inches
Height Above Grade/Roof to Top of Sign: 11 feet, 6 inches
Total Square Foot Area: 98 square feet
Elevation: north canopy over entrance.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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127 W. Huron St.

(North High-Rise Wall)

[Or2013-372]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Sign Company, 1925 Industrial Drive, Libertyville, Illinois 60048, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Godfrey Hotel, 127 West Huron Street, Application Number 100493393:

Dimensions: length, 4 feet; height, 37 feet
Height Above Grade/Roof to Top of Sign: 167 feet
Total Square Foot Area: 148 square feet
Elevation: north "high-rise" wall sign.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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127 W. Huron St.

(South High-Rise Wall)

[Or2013-373]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Sign Company, 1925 Industrial Drive, Libertyville, Illinois 60048, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Godfrey Hotel, 127 West Huron Street, Application Number 100493392:

Dimensions: length, 4 feet; height, 37 feet
Height Above Grade/Roof to Top of Sign: 167 feet
Total Square Foot Area: 148 square feet
Elevation: south "high-rise" wall sign.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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127 W. Huron St.

(Projecting Blade)

[Or2013-374]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to: North Shore Sign Company, 1925 Industrial Drive, Libertyville, Illinois 60048, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Godfrey Hotel, 127 West Huron Street, Application Number 100493396:

Dimensions: length, 5 feet, 8 inches; height, 26 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 36 feet, 4 inches
Total Square Foot Area: 150 square feet
Elevation: north projecting blade sign.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3120 W. Irving Park Rd.

[Or2013-368]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Outdoor LLC, 1650 Sunnyside, Highland Park, Illinois 60635, for the erection/continued use of a preexisting nonconforming advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3120 West Irving Park Road, Chicago, Illinois 60613 (illuminated roof mount) with the following dimensions, height and square foot area:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 46 feet
Total Square Foot Area: 672 square feet
Application Date: March 4, 2013.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4805 W. Irving Park Rd.

[Or2013-371]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Signco, Inc., 1327 31st Avenue, Melrose Park, Illinois 60160, for the erection of a sign/signboard over twenty-four (24) feet in height and/or over one hundred (100) square feet (in area of one face) at Sleepy's, 4805 West Irving Park Road (On-premises/business identification signs indicated business name and address. Off premises/advertising signs must indicate that it is for advertising.):

Dimensions: length, 28 feet, 4 inches
Height Above Grade: 25 feet

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(136 Sq. Ft.)

(Northeast Corner -- Sign 1)

[Or2013-437]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 136 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Northeast Corner -- Sign 2)

[Or2013-436]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 136 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Northeast Corner -- Sign 3)

[Or2013-435]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: 136 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Northeast Corner -- Sign 4)

[Or2013-434]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 41 feet
Total Square Foot Area: 136 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Northeast Corner -- Sign 5)

[Or2013-433]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 53 feet
Total Square Foot Area: 136 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Southeast Corner -- Sign 1)

[Or2013-442]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 136 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Southeast Corner -- Sign 2)

[Or2013-441]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 136 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Southeast Corner -- Sign 3)

[Or2013-440]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: 136 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(136 Sq. Ft.)
(Southeast Corner -- Sign 4)

[Or2013-439]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 41 feet
Total Square Foot Area: 136 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(136 Sq. Ft.)

(Southeast Corner -- Sign 5)

[Or2013-438]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 50 feet; height, 2 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 53 feet
Total Square Foot Area: 136 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(North Elevation -- Sign 1)

[Or2013-407]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 2)

[Or2013-408]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 3)

[Or2013-409]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 4)

[Or2013-410]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 5)

[Or2013-411]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(North Elevation -- Sign 6)

[Or2013-412]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(North Elevation -- Sign 7)

[Or2013-413]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 8)

[Or2013-414]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 9)

[Or2013-415]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(North Elevation -- Sign 10)

[Or2013-416]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(North Elevation -- Sign 11)

[Or2013-417]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(North Elevation -- Sign 12)

[Or2013-418]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(South Elevation -- Sign 1)

[Or2013-419]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(South Elevation -- Sign 2)

[Or2013-420]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(390 Sq. Ft.)
(South Elevation -- Sign 3)

[Or2013-421]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(South Elevation -- Sign 4)

[Or2013-422]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(South Elevation -- Sign 5)

[Or2013-423]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(South Elevation -- Sign 6)

[Or2013-424]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(South Elevation -- Sign 7)

[Or2013-425]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(South Elevation -- Sign 8)

[Or2013-426]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(South Elevation -- Sign 9)

[Or2013-427]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(South Elevation -- Sign 10)

[Or2013-428]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)

(South Elevation -- Sign 11)

[Or2013-429]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(390 Sq. Ft.)
(South Elevation -- Sign 12)

[Or2013-430]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 6 feet, 6¾ inches; height, 59 feet, ⅝ inches
Height Above Grade/Roof to Top of Sign: 79 feet
Total Square Foot Area: 390 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(392.5 Sq. Ft.)
(North Elevation -- Sign 1)

[Or2013-431]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 26 feet, 8¾ inches; height, 14 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: 392.5 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(392.5 Sq. Ft.)

(North Elevation -- Sign 2)

[Or2013-432]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 26 feet, 8¾ inches; height, 14 feet, 8¾ inches
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: 392.5 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(472.5 Sq. Ft.)

(Sign 1)

[Or2013-445]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 15 feet; height, 31 feet, 6 inches
Height Above Grade/Roof to Top of Sign: (freestanding) 31 feet, 6 inches
Total Square Foot Area: 472.5 square feet
Elevation: (freestanding -- replace existing).

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(472.5 Sq. Ft.)
(Sign 2)

[Or2013-446]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 15 feet; height, 31 feet, 6 inches
Height Above Grade/Roof to Top of Sign: (freestanding) 31 feet, 6 inches
Total Square Foot Area: 472.5 square feet
Elevation: (freestanding -- replace existing).

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(497 Sq. Ft.)
(North Elevation)

[Or2013-447]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 99 feet, 4¾ inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 110 feet
Total Square Foot Area: 497 square feet
Elevation: north.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(497 Sq. Ft.)
(South Elevation)

[Or2013-448]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 99 feet, 4¾ inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 110 feet
Total Square Foot Area: 497 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.
(1,188 Sq. Ft.)
(Northeast Corner)

[Or2013-444]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 22 feet; height, 27 feet
Height Above Grade/Roof to Top of Sign: 85 feet
Total Square Foot Area: 1,188 square feet
Elevation: northeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1901 W. Madison St.

(1,188 Sq. Ft.)
(Southeast Corner)

[Or2013-443]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire Boulevard, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the United Center, 1901 West Madison Street, Chicago, Illinois 60612:

Dimensions: length, 22 feet; height, 27 feet
Height Above Grade/Roof to Top of Sign: 85 feet
Total Square Foot Area: 1,188 square feet
Elevation: southeast corner.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

108 N. State St.

[Or2013-320]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group, 7424 Industrial Avenue, Chesterton, Indiana, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Block 37, 108 North State Street, Chicago, Illinois 60601:

Dimensions: length, 4 feet; height, 40 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 74 feet, 6 inches
Total Square Foot Area: 162 square feet

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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401 N. Wabash Ave.

[Or2013-321]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sign Company -- Poblocki Sign Company, 922 South 70th Street, Milwaukee, Wisconsin 53214, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Trump International Tower, 401 North Wabash Avenue, Chicago, Illinois 60611:

Dimensions: length, 141 feet, ½ inch; height, 20 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 210 feet, 6 inches
Total Square Foot Area: 2,891 square feet
Elevation: south.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3417 N. Western Ave.

[Or2013-381]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Neon Prism Electric Sign Co., Inc., 1213 Paramount Parkway, Batavia, Illinois 60510, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Party City, 3417 North Western Avenue, Chicago, Illinois 60618:

Dimensions: length, 31 feet, 2 inches; height, 7 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 233.84 square feet.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4130 S. Western Ave.

[Or2013-406]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Ad Deluxe Sign Company, 23856 West Andrew Road, Suite 103, Plainfield, Illinois 60585, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4130 South Western Avenue, Chicago, Illinois 60609, with the following dimensions, height and square feet:

Dimensions: length, 10 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 140 square feet.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3038 -- 3046 W. 59th St.

[SO2013-4968]

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

SECTION 1. That the Commissioner of Buildings is hereby authorized and directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3038 -- 3046 West 59th Street, with the dimensions, height and square feet area:

Dimensions: length, 96 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 384 square feet.

Such sign shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Do Not Pass -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move that your Honorable Body *Do Not Pass* proposed orders transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

On motion of Alderman Solis, the committee recommendation was *Concurred* in by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following are said orders which failed to pass (the italic heading in each case not being a part of the order):

1001 W. Armitage Ave.

[Or2013-323]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lincoln Services, Inc., P.O. Box 64479, Chicago, Illinois 60664, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1001 West Armitage Avenue:

Dimensions: length, 30 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 300 square feet.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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9 W. Hubbard St.

[Or2013-366]

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to VisualCast, 1 East Superior Street, Suite 504, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9 West Hubbard Street, Chicago, Illinois 60654:

Dimensions: length, 15 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 450 square feet
Elevation: west.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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731 W. Sheridan Rd.

[Or2013-270]

Ordered, That the Commissioner of Buildings is hereby authorized and directed to issue a sign permit to North Shore Outdoor LLC, 1650 Sunnyside, Highland Park, Illinois 60635, for the re-erection of a permitted pre-existing nonconforming replacement sign/signboard over 24 feet in height and/or over 100 square feet (in area of face) at 731 West Sheridan Road, Chicago, Illinois 60613, (illuminated roof mount) with the following dimensions, height and square foot area:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 58 feet
Total Square Foot Area: 672 square feet
Application Date: March 21, 2013.

Such sign(s) shall comply with all applicable provisions of Title 17 of the Chicago Zoning Ordinance and all other applicable provision of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Action Deferred -- AMENDMENT OF TITLE 18 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 18-14 REGARDING BUILDING ENERGY USE BENCHMARKING.

(MA-158)

[SO2013-5384]

The Committee on Zoning, Landmarks and Building Standards submitted the following report which was, on motion of Aldermen Reilly, Fioretti, Dowell, Hairston, Sawyer, Holmes, Muñoz, Waguespack, Smith, Tunney, Cappleman and Osterman, *Deferred* and ordered published:

CHICAGO, July 24, 2013.

To the President and Members of the City Council:

Presenting a series of reports for your Committee on Zoning, Landmarks and Building Standards which held a meeting on July 23, 2013, the following items were passed by a majority of the members present:

Page one of the report contains Mayoral Application Number 158 regarding building energy use benchmarking which passed with a majority vote. There were two dissenting votes from Alderman Reilly, and Alderman Cappleman.

Page one also contains Mayoral Application Number 159 regarding the Central Area Parking District.

Page one also contains text amendment Number 503 regarding the permitted use of Planned Manufacturing Districts for sports and recreation participant.

Page one also contains text amendment Number 504 in regards to allowing light equipment sales/rental within Planned Development Number 14.

Page one also contains text amendment Number 501 concerning continuation of nonconforming signs.

Page one also contains one ordinance regarding a moratorium on the issuance of sign permits for dynamic image display signs 100 square feet or less in area.

Pages one through 10 contain several ordinances for zoning map amendments.

Page 11 contains two fee waivers for historical landmark designations. Page 11 also contains 11 sign orders for large signs over 100 square feet, one sign order for substituted business identification sign. Page 11 also contains one business identification sign transmitted by the Clerk that failed to meet the Committee's recommendation and was voted "Do Not Pass".

Page 11 contains three orders for off-premises advertisement signs, one of which was voted "Do Not Pass".

Page 11 contains one order for an off-premises advertising sign which has not met notice requirements and was voted "Do Not Pass".

Page 12 contains 43 business identification sign introductions which all passed unanimously.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) DANIEL S. SOLIS,
Chairman.

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

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

SECTION 1. Title 18 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 18-14, as follows:

Chapter 18-14.

Building Energy Use Benchmarking.

18-14-101 General.

18-14-101.1 Title.

This Chapter 18-4 of Title 18 shall be known as the Building Energy Use Benchmarking Ordinance of the City of Chicago, and shall be cited as such. It is referred to herein as "this chapter".

18-14-101.2 Scope.

This chapter applies to all covered buildings.

18-14-101.3 Definitions.

For purposes of this chapter the following definitions shall apply:

"Benchmark" means to track and input a building's energy consumption data and other relevant building information for twelve consecutive months, as required by the benchmarking tool, to quantify the building's energy use.

"Benchmarking tool" means the website-based software, commonly known as "Energy Star Portfolio Manager", developed and maintained by the United States Environmental Protection Agency to track and assess the relative energy use of buildings nationwide. This term also applies to any successor system thereto, including any change or addition made to such tool by the United States Environmental Protection Agency.

"Building" means a structure, or part thereof, enclosing any use or occupancy.

"Certificate of occupancy" means the certificate issued by the zoning administrator or the building commissioner allowing building occupancy or use.

"Commissioner" means the city's commissioner of business affairs and consumer protection.

"Covered building" means any Group 1 covered building or Group 2 covered building, as defined by this chapter. The term "covered building" does not include any building with more than 10 percent occupancy use classified as Class D open air assembly units, Class G industrial units, Class H storage units, Class I hazardous use units, or Class J miscellaneous buildings and structures, as defined by Chapter 13-56.

"Data center" means a space specifically designed and equipped to meet the needs of high density computing equipment such as server racks, used for data storage and processing, as defined by the benchmarking tool.

"Energy performance score" means the 1 to 100 numerical score produced by the benchmarking tool, also known as Energy Star score, or any successor score thereto. The energy performance score assesses a building's energy performance relative to similar buildings, based on source energy use, operating characteristics, and geographical location.

"Energy use intensity" or "EUI" means a numeric value calculated by the benchmarking tool that represents the energy consumed by a building relative to its size.

"Group 1 covered building" means any building or group of buildings that have the same property identification or index number (PIN), containing 250,000 or more gross square feet, as identified by the commissioner.

"Group 2 covered building" means any building or group of buildings that have the same property identification or index number (PIN), containing 50,000 or more gross square feet but less than 250,000 gross square feet, as identified by the commissioner.

"Gross square feet" means the total number of square feet measured between the exterior surfaces of the enclosing fixed walls of a building. The term "gross square feet" includes vent shafts, elevator shafts, flues, pipe shafts, vertical ducts, stairwells, light wells, basement space, mechanical or electrical rooms, and interior parking.

"Licensed professional" means a professional engineer or a registered architect licensed in the State of Illinois, or another trained individual as prescribed by rule.

"Owner" has the meaning ascribed to the term in Section 13-4-010.

"Reported benchmarking information" means descriptive information about a building, its operating characteristics, and information generated by the benchmarking tool related to the building's energy consumption and efficiency, as prescribed by rule. Reported benchmarking information includes, but is not limited to, the building identification number, address, square footage, energy performance score, energy use intensity, and annual greenhouse gas emissions.

"Residential occupancy" means any building occupancy use classified as any combination of Class A residential units, as defined by Chapter 13-56.

18-14-101.4 Solicitation Of Compliance Information.

Within 30 days of a request by the building owner, each tenant of a unit in a covered building shall provide all information that cannot otherwise be acquired by the building owner and that is necessary for the building owner to comply with the requirements of this chapter.

Any owner of a covered building shall request such information no later than March 1 of the years in which benchmarking is required by Section 18-14-102.1. If the owner of a covered building receives notice that a tenant intends to vacate a unit which is subject to the requirements of this section, the owner shall request the information specified in this section within 10 days of such notice, and the tenant shall provide such information within 30 days of the request.

The failure of any tenant to provide the information required under this section to the owner of a covered building shall not relieve such owner of the obligation to benchmark the building as provided in Section 18-14-102.1, using all information otherwise available to the owner.

Failure of any tenant to provide the information required under this section to the owner of a covered building shall create a rebuttable presumption that the owner, tenant, or both have not complied with the time limits specified in this section.

If a tenant of a unit in a covered building fails to provide information to the owner of the building as provided in this section, the owner shall be considered to be in compliance with Section 18-14-102.1 with respect to the building if: (1) the owner proves that the owner has requested the tenant to provide such information as specified in this section; and (2) the owner has benchmarked the building as provided in Section 18-14-102.1, using all information otherwise available to the owner.

18-14-101.5 Enforcement.

(a) The commissioner is authorized to enforce this chapter. The commissioner is also authorized to adopt rules and regulations for the proper administration and enforcement of this chapter.

(b) Any person who violates this chapter may be subject to a fine of up to $100.00 for the first violation, and an additional fine of up to $25.00 for each day that the violation continues.

18-14-102 Energy Use Benchmarking, Verification, And Disclosure Requirements.

18-14-102.1 Benchmarking.

(a) No later than June 1, 2014, and no later than June 1st each year thereafter, the owner of any Group 1 covered building shall benchmark such building for the previous calendar year; provided, however, the owner of any Group 1 covered building with 10 percent or more residential occupancy shall benchmark such building for the previous calendar year no later than June 1, 2015, and no later than June 1st each year thereafter.

(b) No later than June 1, 2015, and no later than June 1st each year thereafter, the owner of any Group 2 covered building shall benchmark such building for the previous calendar year; provided, however, the owner of any Group 2 covered building with 10 percent or more residential occupancy shall benchmark such building for the previous calendar year no later than June 1, 2016, and no later than June 1st each year thereafter.

(c) The owner of any covered building shall retain all information tracked and input into the benchmarking tool for a minimum of three years beyond the date on which benchmarking was required.

Exception: The commissioner may exempt from the benchmarking requirement the owner of a covered building that submits documentation, in a form prescribed by rule, establishing any of the following:

(i) The building is presently experiencing qualifying financial distress, as defined by any of the following: (1) the building is the subject of a qualified tax lien sale or public auction due to property tax arrearages, (2) the building is controlled by a court appointed receiver, or (3) the building has been acquired by a deed in lieu of foreclosure; or

(ii) The building had average physical occupancy of less than 50 percent throughout the calendar year for which benchmarking is required; or

(iii) The building is a new construction and the building's certificate of occupancy was issued during the calendar year for which benchmarking is required.

18-14-102.2 Data Verification.

Prior to the first benchmarking deadline prescribed by Section 18-14-102.1, and prior to each third benchmarking deadline thereafter, the owner of a covered building shall ensure that reported benchmarking information for that year is verified by a licensed professional. Such verification shall be in a form of a stamped and signed statement by a licensed professional attesting to the accuracy of the information. The owner of a covered building shall produce such statement for the most recent year in which verification of reported benchmarking information was required, in a form prescribed by rule, upon a written request by the commissioner.

Exception: The commissioner may exempt from the verification requirement the owner of a covered building that submits documentation, in a form prescribed by rule, establishing that compliance with this section will cause undue financial hardship. If no-cost or low-cost verification options are available, the commissioner may suggest that the covered building use such alternative options.

18-14-102.3 Disclosure.

(a) In accordance with the schedule prescribed by Section 18-14-102.1, the owner of any covered building shall submit reported benchmarking information for the previous calendar year, using the benchmarking tool, in a manner prescribed by the commissioner.

(b) The commissioner and the chief sustainability officer shall prepare and submit an annual report to the mayor and the city council reviewing and evaluating energy efficiency in covered buildings, including summary statistics on the most recent reported energy benchmarking information and a discussion of energy efficiency trends, cost savings, and job creation effects resulting from energy efficiency improvements.

(c) The commissioner is authorized to make reported benchmarking information readily available to the public.

Exception: To the extent allowable under applicable law, the commissioner shall not make readily available to the public any individually-attributable reported benchmarking information from the first calendar year that a covered building is required to benchmark.

Exception: To the extent allowable under applicable law, the commissioner shall not make readily available to the public any individually-attributable reported benchmarking information pertaining to a covered building that contains a data center, television studio, or trading floor that together exceed ten percent of the gross square footage of any such building until the commissioner determines that the benchmarking tool can make adequate adjustments for such facilities. When the commissioner determines that the benchmarking tool can make such adjustments, it shall report such determination to the mayor and the city council.

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by the Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Fioretti, Pope, Cárdenas, Burke, Foulkes, Cochran, Brookins, Mell, P. O'Connor, Reilly and Tunney. 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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:

CONGRATULATION EXTENDED TO DAVID F. VITE ON RETIREMENT FROM ILLINOIS RETAIL MERCHANTS ASSOCIATION.

[R2013-697]

WHEREAS, David F. Vite, a tireless advocate for the retail community, is retiring from the Illinois Retail Merchants Association (IRMA) after 35 years of dedicated service, including 28 as the Association's president and CEO; and

WHEREAS, Mr. Vite was raised in Kenosha, Wisconsin, where he spent his youth working in his father's bar and playing football, hoping to play one day for his beloved Green Bay Packers; and

WHEREAS, Mr. Vite enlisted in the United States Army in 1970, and was stationed in Berlin, West Germany. Upon his return to the United States, he earned a Bachelor of science degree from the University of Wisconsin-Lacrosse in 1974; and

WHEREAS, After serving as executive director of the Woodstock Chamber of Commerce and Industry, Mr. Vite was hired in 1978 by the late Hugh Muncy as a field representative for IRMA, a position in which he travelled tirelessly across the state expanding IRMA's membership. Mr. Vite quickly moved up to manager of member relations, and then, in 1981, to vice president of government affairs, assuming the responsibility of directing all legislative and government affairs for the association; and

WHEREAS, Struck by Mr. Vite's skill for building and maintaining relationships, solving problems, and effective advocacy, Mr. Muncy and the IRMA Board of Directors tapped him as the next leader of IRMA by promoting him to executive vice president in 1983. Mr. Vite was installed as the association's president and CEO in 1985; and

WHEREAS, Mr. Vite has served on the Illinois Department of Employment Security Advisory Board for over 20 years, and also plays a significant role on the Workers' Compensation Advisory Board. He served on the Board of Directors and Executive Committee of the National Retail Federation, and is a former chairman of the Council of State Retail Associations and Speaker of the Illinois Third House; and

WHEREAS, In 2009, recognizing the importance of Chicago to IRMA members, Mr. Vite revived the Chicago Retail Merchants Association, which has worked with the City government on crucial issues such as food deserts, inspection policies, licensing, and retail development and growth; and

WHEREAS, Mr. Vite has spent years giving back to his community by serving on the boards of St. Mary's Catholic School in Woodstock, Memorial Hospital of McHenry County, and Centegra Health System; and

WHEREAS, Mr. Vite's prolific and significant achievements are worthy of our admiration and respect; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of July 2013, do hereby salute David F. Vite for his lifelong career as an esteemed and effective advocate for the retail industry, and we wish him all the best in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David F. Vite as a token of our respect and admiration.

Presented By

ALDERMAN MORENO (1st Ward):

TRIBUTE TO LATE SOPHIE DOBOSZ.

[R2013-698]

WHEREAS, Sophie Dobosz was a long time resident of the Logan Square neighborhood and lived on the 2200 block of North Talman Avenue for more than 70 years; and

WHEREAS, Sophie Dobosz showed kindness and compassion to her family, friends and neighbors that created a sense of family and instilled a feeling of unity among neighbors on Talman Avenue, a bond that still exists today; and

WHEREAS, Sophie was born on January 23, 1914 in Omaha, Nebraska, and moved to Chicago after a short time in St. Joseph, Missouri, where she performed family chores such as gathering coal for the furnace; and

WHEREAS, She began her career at the Match Corporation, where she met and later married Walter Dobosz; and

WHEREAS, The Dobosz's purchased a home at 2200 North Talman Avenue for $12,000 where they settled and raised their two daughters, Rose and Debbie; and

WHEREAS, The Dobosz family remained at 2200 North Talman Avenue until the untimely passing of Walter Dobosz, at which time the family relocated to 2208 North Talman Avenue where Debbie raised four children; and

WHEREAS, Sophie Dobosz began working in the neighborhood at Chick's Drive-In, located at Milwaukee and Prindiville, where she befriended officers of the nearby 14th District Shakespeare Police Station; and

WHEREAS, Sophie Dobosz rightfully earned the moniker the "eyes and ears of Talman", as she provided information to the residents and police officers about crime that happened on Talman; and

WHEREAS, Sophie Dobosz kept the neighborhood tightly knit by remaining a source of neighborhood news and kept her until her passing at 99 years old; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this 24th day of July 2013, express our gratitude to Sophie Dobosz and the entire Dobosz family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Dobosz family.

Presented By

ALDERMAN FIORETTI (2nd Ward):

CONGRATULATIONS EXTENDED TO BISHOP D. RAYFORD BELL ON 90TH BIRTHDAY.

[R2013-671]

WHEREAS, Bishop D. Rayford Bell, a remarkable preacher and spiritual icon, enters the legion of this city's burgeoning nonagenarians on July 9, 2013; and

WHEREAS, Bishop Bell started out life as Dennis Raphael Bell, born to sharecropper parents in Leflore, Mississippi in 1923 and raised by his grandparents. In spite of such humble beginnings, he refused to accept his situation as simply his lot in life. He was convinced that a ray of light from above would shine down upon him and lift him up to greater heights; and

WHEREAS, In 1938, after a brief stint in Missouri, he returned to Mississippi where he met the late Darlene Griffin to whom he was joined in the holy bonds of matrimony on July 20, 1942. Their union was blessed with two sons, Harvey and Curtis and, eventually, nine grandchildren. After 48 years of marriage, Darlene Griffin Bell made her transition following a lengthy illness. In April of 1991, Bishop Bell was remarried to Jacqulene Collins of Cincinnati, Ohio; and

WHEREAS, Shortly after his first child was born, Bishop Bell was drafted into the United States Army during World War II. After training, he was sent to the European Theater where he saw action in the campaign of Northern France, Ardennes, Rhineland and Central Europe. He was honorably discharged on December 9, 1945; and

WHEREAS, Bishop Bell received the Holy Ghost on April 1, 1949. From that day forward, he sought to improve himself. After finishing high school at LaSalle University, he earned a bachelor's degree with honors from Southwestern College, a master's degree in theology from American Bible College, and a doctoral degree in both theology and philosophy from Toledo Bible College and Seminary; and

WHEREAS, For more than 55 years, Bishop D. Rayford Bell has been an Apostolic preacher serving the people of God in many ways, preaching the Gospel from street corners in Chicago to 49 states throughout this nation, more than 50 countries, all five inhabited continents, and many isles of the sea. He came up through the ranks at Christ Temple Apostolic Faith Church on the City's near West Side, serving as Sunday school teacher, assistant superintendent, superintendent, vice-chair and chair of the youth department, trustee, assistant pastor and, in 1958, pastor. He is currently senior pastor; and

WHEREAS, Bishop Bell founded a Christ Temple Apostolic Faith Church in Joliet, Illinois and is the founder and president of Midwest Apostolic Bible College in Chicago. He founded the Sam Barnes Christian Academy for kindergarten through 8th grade and established the Mother Darlene Bell Scholarship Fund, named after his late wife, to assist the educational dreams of deserving Christian students; and

WHEREAS, Bishop Bell served as assistant presiding bishop of the Pentecostal Churches of the Apostolic Faith for almost two decades under his best friend, the late Presiding Bishop Elzie W. Young. Thereafter, Bishop Bell was the presiding bishop from January 1990 until July 2000. He now holds the title of senior bishop; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body of Bishop D. Rayford Bell's significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013, do hereby salute Bishop D. Rayford Bell upon the occasion of his 90th birthday and extend our best wishes for health, happiness and success in all future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bishop D. Rayford Bell.

RECOGNITION EXTENDED TO DEACON CLARENCE BROWNLOW FOR DEDICATION TO GREATER BETHLEHEM HEALING TEMPLE AND LIVING WITNESS ORGANIZATION AND SERVICE IN UNITED STATES MILITARY.

[R2013-699]

WHEREAS, Deacon Clarence Brownlow, a World War II veteran and outstanding member of the community, is being honored for his membership of over 63 years to the Greater Bethlehem Healing Temple and Living Witness Organization; and

WHEREAS, Deacon Brownlow was born on June 25, 1918, recently celebrated his 95th birthday; and

WHEREAS, Deacon Brownlow answered the call to serve his country during World War II, where he was decorated with many awards and medals, including the European/African/Middle Eastern Campaign Medal, the American Defense Medal, the Army Good Conduct Medal, the World War II Victory Medal, the Army Combat Infantry Badge, and the Bronze Star; and

WHEREAS, In 1949, Deacon Clarence Brownlow joined the Greater Bethlehem Healing Temple, and, over his 63 year period as a member of this organization, has served the Greater Bethlehem Healing Temple and its congregation proudly; now, therefore, *Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby salute Deacon Clarence Brownlow for his service to our country and his many years of dedication to the Greater Bethlehem Healing Temple; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deacon Clarence Brownlow.

CONGRATULATIONS EXTENDED TO VIPUL PATEL ON BEING NAMED 2012 DUNKIN' DONUTS FRANCHISEE OF THE YEAR.

[R2013-672]

WHEREAS, In June of 2013, Vipul Patel, an outstanding businessman and member of his community, was named the 2012 Dunkin' Donuts Franchisee of the Year; and

WHEREAS, Vipul Patel began his career with Dunkin' Donuts in 1979 when his father opened his first franchise. He assumed ownership when his father passed away in 2001. Mr. Patel now operates six Dunkin' Donuts restaurants in the Chicago area; and

WHEREAS, The Dunkin' Donuts Franchisee of the Year award recognizes Vipul Patel as a top role model for the franchise's best practices; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body of Vipul Patel's award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby salute Vipul Patel for his distinguished business career and extend our very best wishes for his continuing success in all future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Vipul Patel.

RECOGNITION EXTENDED TO BACKBONES AND NATIONAL MUSEUM OF HEALTH AND MEDICINE ON "REINVENTING THE WHEEL" PHOTOGRAPHIC EXHIBITION.

[R2013-673]

WHEREAS, On June 29, 2013, Backbones, an outstanding eleemosynary organization that provides one-on-one peer support for people with spinal cord injuries and their families, is premiering a noteworthy photographic exhibition titled "Reinventing the Wheel"; and

WHEREAS, The exhibition is the culmination of a project that paired 22 photographers with 22 individuals living with spinal cord injuries with a goal of documenting the incredible abilities of people who are living with such an incapacitating injury, demonstrating that such persons can live productive lives and leading to a greater awareness of the vital importance of access to education, employment and quality health care for these individuals; and

WHEREAS, The National Museum of Health and Medicine Chicago, located in the Loop on West Washington Street, is the site of the "Reinventing the Wheel" exhibit. The museum and its founder, Mike Doyle, have been partners with Backbones and are instrumental in the success of this project. The exhibition will tour the country with shows in Portland later this year and New York and Los Angeles in 2014; and

WHEREAS, Backbones founder and executive director, Reveca Torres, who injured her spine in a car accident at the age of 13, developed this project after viewing depressing images on the internet of people with injuries such as she had looking ill or hopeless. She reasoned that images such as those in this exhibit have great power to change perceptions and attitudes. For the past nine months she has worked with Mike Doyle and the museum to mount this intense and remarkable visual showcase; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body of this praiseworthy photographic project; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013, do hereby congratulate Backbones and the National Museum of Health and Medicine on the "Reinventing the Wheel" exhibit and extend our very best wishes for the success of its mission as it tours this nation; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to executive director of Backbones, Reveca Torres, and the National Museum of Health and Medicine, Chicago's founder Mike Doyle.

CONGRATULATIONS EXTENDED TO BASH ON WABASH ON 10TH ANNIVERSARY.

[R2013-700]

WHEREAS, The preservation of both the history and culture of our great city is one of paramount importance, so as to leave behind for future generations a framework from which to learn and create a better future for all; and

WHEREAS, This year marks the 10 year anniversary for the Bash on Wabash, whose goal is bringing neighbors and businesses alike, from near and far, to a festival that showcases the beauty, creativity, history and culture of the South Loop; and

WHEREAS, This festival showcases a variety of musical acts, arts and crafts, as well as many local vendor booths from the South Loop area; and

WHEREAS, Proceeds from the event benefit the Greater South Loop Association as well as the South Loop Food Pantry; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby salute the 10th anniversary of the Bash on Wabash and express our gratitude for their assistance in preserving the rich culture and history of the City of Chicago.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gail Rutkowski of the Greater South Loop Association.

CONGRATULATIONS EXTENDED TO GREATER BETHLEHEM HEALING TEMPLE ON 50TH ANNIVERSARY.

[R2013-701]

WHEREAS, Originally named Bethlehem Tabernacle, the Greater Bethlehem Healing Temple's current edifice was dedicated in 1954 by Minister Charles Edward Poole in the hope of ministering to the needs of people and has become since then, an asset to the community. It is located on 12 South Oakley Boulevard in the 2nd Ward. Throughout the years, it has been recognized as a place of worship and prayer that receives everyone with open arms; and

WHEREAS, The Greater Bethlehem Healing Temple was first founded on the corner of Lake and Leavitt Streets in 1932. With the help of many, a new church on Campbell Avenue was built in 1954 and was named the Bethlehem Healing Temple. The Temple's congregation quickly outgrew its building and later acquired their present location on South Oakley Boulevard. Soon congregations were being established in Brooklyn, New York; Boston, Massachusetts; Atlanta, Georgia; Gary, Indiana and Lockport, Illinois, as well as globally in the African nations of Ghana, Liberia and Nigeria; and

WHEREAS, Many spiritual miracles were being performed and the word of the spiritual healing that took place had spread globally, welcoming people from around the world to be a part of these experiences. The church expanded their outreach through literature, record albums and tapes, hoping to bring in people from all walks of life. Mail was being received from all around the world from more than 25,000 people resulting in a dispute with the United States Postal Service. This concluded with a victory for the Bethlehem Healing Temple and they were awarded Blue Ribbon Commendation as a seal of recognition. An annual "Day of Thanks" is set aside each year for the victory won in Washington; and

WHEREAS, As time went on, the church was served by several different pastors and in 2001, after the death of Bishop Arcenia C. Richards, a dispute arose as to who would be appointed pastor. This led to a serious confrontation that was settled with a Supreme Court ruling on September 2007. The church was renamed the Greater Bethlehem Healing Temple. In January 2006, the current Pastor, Bishop Chester Hudson was elected and the Temple has witnessed a continuing success through the movement of the Holy Spirit; and

WHEREAS, The Honorable Robert W. Fioretti, Alderman of the 2nd Ward, has apprised this august body concerning the significant milestone of this iconic spiritual institution; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby salute the Greater Bethlehem Healing Temple on the occasion of the beginning of the golden jubilee at its current location and express our best wishes for decades to come in their continuing their commitment to the community and their spiritual mission; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Pastor of Greater Bethlehem Healing Temple, Bishop Chester Hudson.

Presented By

ALDERMAN DOWELL (3rd Ward):

TRIBUTE TO LATE QUEEN ESTHER TRAMBLE.

[R2013-674]

WHEREAS, Queen Esther Tramble was born on September 10, 1960 in Chicago, Illinois to the union of Ella Mae Haymon and Cornelius Tramble; and

WHEREAS, Queen met her future husband, Adolphus Kindle as they worked together on the mayoral campaign for Harold Washington; and

WHEREAS, Queen and Adolphus were united in Holy Matrimony on October 26, 1996; and

WHEREAS, Queen and Adolphus raised five children: Surrebea Tramble , Darnell Johnson, Kamilah Kindle, Chantia Kindle, and Atukwe Kindle; and

WHEREAS, The two most important things in Queen's life were her family and her church, which was demonstrated by her dedication to serving both; and

WHEREAS, Queen was a member of the choir and the usher board at her church, Kingdom of Christ Baptist Church; and

WHEREAS, In addition to being a dedicated family and church member, Queen volunteered for the Chicago Housing Authority doing outreach services for residents, particularly regarding youth education and life advancement; and

WHEREAS, On Monday, July 8, 2013, the Lord called Queen home to eternal rest at 8:00 A.M.; and

WHEREAS, Queen was preceded in death by mother Ella Mae Haymon, father Cornelius Tramble, sister Gloria Tramble, and brother Irving Tramble; and

WHEREAS, Queen leaves to cherish her memories her husband, Al Kindle; daughters, Surrebea Tramble, Chantia Kindle and Kamilah Kindle; sons, Darnell Johnson and Atukwe Kindle; sisters, Annie Tramble, Princetta Tramble, Telecia Tramble; a brother, Troy Tramble; grandchildren, Mariah Perrin, Tyronnesha Watson, Daniel Roberts Jr., and Adrian Johnson. She also left a host of nieces and nephews and close friends like Helen Bowman, Brenda Brown, Laura Bass and Lashawn Waiters; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of Chicago, gathered here this 24th day of July 2013, do hereby acknowledge the important contributions Queen Esther Tramble made to her family, her church, her community and her city and wish her family and many friends the deepest condolences on the occasion of her passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family and friends of Queen Esther Tramble.

GRATITUDE EXTENDED TO DAISY ROBINSON FOR CONTRIBUTIONS TO PEOPLE OF CHICAGO.

[R2013-661]

WHEREAS, Ms. Daisy Robinson has been a musician, composer, teacher and mentor for most of her 94 year lifetime; and

WHEREAS, Ms. Robinson began her musical career at the historical Liberty Baptist Church located at 4849 South Dr. Martin Luther King, Jr. Drive before studying at the Chicago Conservatory College and Roosevelt University; and

WHEREAS, Ms. Robinson traveled the country playing at churches and universities with famous folk singer Charles King; and

WHEREAS, Ms. Robinson was the founder and director of Youth Vibrations, which was a popular group of young singers who performed at the Olympic Theatre and Royal Albert Hall in London; and

WHEREAS, Ms. Robinson has arranged and published two children's books of spirituals with motivational lyrics; and

WHEREAS, Ms. Robinson was the founder, owner, and director of Melody Way Music Studio located at 8833 South Stony Island Avenue for over 25 years; and

WHEREAS, It is clear that Ms. Robinson's gift of music and her influence on the musical and spiritual development of young people in Chicago is beyond calculation; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of Chicago, gathered here this 24th day of July 2013, do hereby express our appreciation for the many positive contributions Ms. Daisy Robinson has made to the people of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Daisy Robinson and her family.

RECOGNITION EXTENDED TO CHICAGO DEFENDER CHARITIES, INC. ON HOSTING BUD BILLIKEN DAY PARADE AND FOR EFFORTS TO IMPROVE QUALITY OF LIFE FOR AFRICAN-AMERICANS.

[R2013-662]

WHEREAS, The *Chicago Defender* newspaper was founded by Robert Sengstacke Abbott in 1905 to help bring awareness to the injustices suffered by African-Americans; and

WHEREAS, The Bud Billiken Day Parade and Picnic has been an annual institution in Chicago since it was started by Mr. Abbott in 1929 to help usher children back to school; and

WHEREAS, This year marks the 84th year of the parade, which is the largest African- American parade and the second largest parade overall in the U.S.; and

WHEREAS, The Chicago Defender Charities, Inc. was founded in 1945 and continues the important work began by Robert S. Abbott; and

WHEREAS, In addition to running the Bud Billiken Day Parade and Picnic, the Chicago Defender Charities also has cultural, social, and educational programs designed to improve the quality of life for African-Americans; and

WHEREAS, The programs at the Chicago Defender Charities include a scholarship initiative that has provided $1.2 Million in scholarships to 59 African-American students in Chicago; and

WHEREAS, The Chicago Defender Charities also has a Green Team Program for youth that engages them in sustainability initiatives; and

WHEREAS, There are few if any, organizations in the United States that have done more to make a positive difference in the lives of African-Americans than the Chicago Defender Charities, Inc., particularly as it relates to the management and hosting of the Bud Billiken Day Parade and Picnic, which is one of the most historically significant annual events in the country; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of Chicago, gathered here this 24th day of July 2013, do hereby acknowledge the tremendous history and the important work of the Chicago Defender Charities, Inc. and the Bud Billiken Day Parade; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Defender Charities, Inc.

Presented By

ALDERMAN BURNS (4th Ward):

CONGRATULATIONS EXTENDED TO MS. CHAKA KHAN ON 40TH ANNIVERSARY AND DECLARATION OF JULY 28, 2013 AS "CHAKA KHAN DAY" IN CHICAGO.

[R2013-675]

WHEREAS, It is with great pleasure that the members of City Council of the City of Chicago are hereby informed of the life of international recording superstar Chaka Khan; and

WHEREAS, Ms. Chaka Khan, born Yvette Marie Stevens on March 23, 1953, in Chicago, Illinois, a place she loves to call home. She is known for her powerful voice, her great volume of curly hair, and her charismatic stage presence, and is highly respected as a musical vocalist, political activist, leader, and entertainer; and

WHEREAS, Chaka Khan is a singer, songwriter, and performer; she has performed and recorded with some of the worlds greatest: Ashford and Simpson, Marvin Gaye, Stevie Wonder, Gladys Knight, and Michael McDonald to name a few; and

WHEREAS, Chaka Khan attended Calumet and Kenwood Academy High Schools in Chicago, during her school years. In 1969, Khan became active in the black power movement, joining the Black Panther Party and working on the organization's free breakfast program for children; and

WHEREAS, In the early 1970's after performing with a few other groups, Chaka joined the band Rufus, which had a strong R&B funk sound. Rufus was renamed Rufus featuring Chaka Khan shortly after she joined the group. The group scored a Grammy Award for Best R&B Vocal Performance by Duo, Group, or Chorus in 1974 for the Stevie Wonder penned hit single, "Tell Me Something Good"; and

WHEREAS, Chaka Khan made an impressive debut as a solo artist in late 1970's, in 1978 she released "I'm Every Woman" for which she won two Grammy Awards as a solo artist and one Grammy Award as member of Rufus. Chaka the solo artist reigned supreme and won in 1984 another Grammy Award. She reached the top of the charts with "I Feel For You" and has received many more awards and honors to date; and

WHEREAS, Chaka Khan continues to help children with the Chaka Khan Foundation which, in collaboration with the Boys and Girls Club of America, provides education programs to at-risk children and helps lower income families with autistic children; and

WHEREAS, Chaka Khan, frequently known as the "Queen of Funk-Soul", is a 10 time Grammy Award winning American singer-songwriter, whose career has spanned for four decades. She continues to perform and record, with a new album to be released soon. She continues to perform in Chicago and claims it as her home and favorite place to perform; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assemble this 24th day of July 2013, do hereby congratulate Chaka Khan on her 40 years of musical and entertainment achievements as a native to the City of Chicago, and hereby express our best wishes for her health and happiness; and

Be It Further Resolved, That the Mayor and members of the City Council, in meeting assembled this 24th day of July, do hereby proclaim July 28, 2013 to be "Chaka Khan Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Chaka Khan.

Presented By

ALDERMAN HAIRSTON (5th Ward):

TRIBUTE TO LATE ADOLPH EUGENE GARY, JR.

[R2013-663]

WHEREAS, On February 15, 1929 in Chicago, Illinois, Adolph Eugene Gary, Jr. was born from the union of Marie Billings Gary and Adolph Gary, Sr. Raised on the South Side of Chicago, Adolph attended Wendell Phillips High School and Wilson Junior College; and

WHEREAS, Adolph married Dorothy Mae Horton. Three children: Charles (deceased), Patricia and Rochelle were the product of that union. He would later marry Brenda Ware Harbin, his wife of the last 30 years of his life; and

WHEREAS, After serving in the Army for two years, Adolph worked in various professions. He was a bus driver for the CTA and then joined the Chicago Police Department rising up the ranks to homicide detective. He retired from the force in 1974. Adolph then worked for the State for five years as a liaison officer. Later, he would return to the CTA for six years as manager of Passenger Security Services and Criminal Investigations; and

WHEREAS, Adolph was quite the entrepreneur. He owned several successful businesses: two Norgetown Laundromats, the Park Manor Bowling Alley and Bren Products Company; and

WHEREAS, Adolph was an avid sports enthusiast. Bowling and golf were his favorite pastime. He didn't hesitate to travel the country to play golf and was so proficient in bowling that he is listed in the Black Bowlers Hall of Fame; and

WHEREAS, Above all else Adolph was the quintessential family man. He doted on his children, grand and great-grandchildren. He was especially pleased when his great-granddaughter Kaia was born on his 83rd birthday; and

WHEREAS, On June 6, 2013, Adolph Eugene Gary, Jr. passed away leaving his wife Brenda; daughters Patricia Lynch (Donald) and Rochelle Gary; stepson, Roger Ware;step-daughters, Heather Ware and Tracie Burris (Glenn); 12 grandchildren, 15 great-grandchildren and numerous cousins and friends; and

WHEREAS, The City Council has been informed of the passing of Adolph Eugene Gary, Jr. by the Honorable Leslie A. Hairston, Alderman of the 5th Ward; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, do hereby honor the life and memory of Adolph Eugene Gary, Jr. and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Adolph Eugene Gary, Jr.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE HESTER BRUCE.

[R2013-664]

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward, Hester Bruce, outstanding citizen and beloved friend, June 22, 2013; and

WHEREAS, This august body has been notified of her passing by the Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, Born January 26, 1935 in Chicago, Hester was the loving daughter of James (Luke) and Idell Powell. She was the fifth child born to this loving couple who instilled strong morals and values throughout her life; and

WHEREAS, Hester was a loving and devoted wife to her husband, Fred Bruce. They shared many memorable times during their 32 years of marriage. Hester was the president of the 100th and Prairie Avenue Block Club. She was a woman who always shared her time with her neighbors and friends. Hester enjoyed ice cream socials, Halloween, Christmas and spending quality time with her family and friends; and

WHEREAS, A cherished friend and good neighbor to all, Hester Bruce, affectionately known as Queen, Queenie, Ms. Bruce, Mother Bruce, and Ms. Hester, had enriched the lives of the young and the old. She will be deeply missed but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Hester Bruce Debra Ann Appling will be reunited with her husband, who preceded her in death, but she leaves to celebrate her life and cherish her memory, her loving son, Steve Bruce, Sr.; sisters, Delores (Bancroft) Gowie, Anna Marie Perkins, Cynthia Bailey; her grandchildren, Penny Johnson, Tawanna Bruce-Smith (Greg), Nathan Garrett, Steve Bruce, Jr. (Alice), DeAnna Joy Bruce (Garnet) and Aaron Smith; her great- grandchildren, Tyler, Gregory, Kalif, Isaiah, Kyra, Jeremiah, Zoe, Phoenix, Tia and Kalon and a host of cousins, nephews, nieces, neighbors and an endless number of close friends and extended family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of July 2013 A.D., do hereby express our sorrow on the passing of Hester Bruce and extend to her family members our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Hester Bruce.

TRIBUTE TO LATE ANTHONY TODD DANIELS.

[R2013-665]

WHEREAS, God in His infinite wisdom has called to his eternal reward Anthony Todd Daniels, a beloved husband, father, and son, on March 13, 2013; and

WHEREAS, Anthony Todd Daniels started life on October 27, 1952 in Chicago, Illinois as the son of Henry and Lottie Daniels. He was educated in the Chicago Public Schools system and graduated from Harlan High School in 1970; and

WHEREAS, Anthony Todd Daniels married Linda Collins and their union was blessed with two children, Jason Darnell and Renelle Nicole. He worked in the automotive painting industry as an award winning sales representative and trainer for PPG for more than 15 years. Todd grew up with a passion for cars and loved going to drag strip races with his friends. Additionally, he was well-known for his sense of humor and enjoyed being the longtime coach of the Country Club Hills girl's softball team, the Jaguars; and

WHEREAS, Anthony Todd Daniels leaves behind to mourn his loss and celebrate his memory, his wife, Linda, and his children Jason Darnell and Renelle Nicole as well as a host of friends and relatives; and

WHEREAS, The Honorable Anthony Beale, Alderman of the 9th Ward, has informed this august body of the passing of Anthony Todd Daniels; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered this 24th day of July 2013 A.D., do hereby express our sincerest sorrow upon learning of the passing of this beloved citizen and extend our deepest condolences to his friends and family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Anthony Todd Daniels.

Presented By

ALDERMAN POPE (10th Ward):

CONGRATULATIONS EXTENDED TO MARK FORNACIARI ON RETIREMENT AS GENERAL SUPERINTENDENT OF DEPARTMENT OF TRANSPORTATION.

[R2013-702]

WHEREAS, Chicago Department of Transportation General Superintendent Mark Fornaciari, an outstanding public servant and member of his community, has retired after 30 years of service; and

WHEREAS, Mark Fornaciari began his career with the city as a carpenter in 1981. He became general foreman of general trades in 1995 and was later promoted to general superintendent in 2005; and

WHEREAS, During his career, his work impacted every neighborhood in the city. Mark Fornaciari oversaw the city's residential paving program that paved more than 500 miles of residential streets. He was also responsible for the replacement of 1,000 blocks of sidewalk, 490 blocks of curb and gutter, and nearly 11,000 ADA compliant ramps. He was also responsible for in-house construction for projects on the Aldermanic Menu; and

WHEREAS, Mark Fornaciari, as general foreman of Trades, oversaw the reconstruction of 20 world renowned Chicago Style Bascule Bridges, including the float-in of the Single Leaf Bascule Bridge at Kinzie Street; and

WHEREAS, The Honorable John A. Pope, Alderman of the 10th Ward, has apprised this august body of Mark Fornaciari's noteworthy and prolific achievements throughout his career with the Chicago Department of Transportation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby salute Mark Fornaciari for his three decades of commendable service to this city and fully recognize the void he is leaving behind will be most difficult to fill; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mark Fornaciari.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

CONGRATULATIONS EXTENDED TO EVERGREEN ACADEMY MIDDLE SCHOOL ON RE-DESIGNATION BY NATIONAL FORUM TO ACCELERATE MIDDLE GRADES REFORM AS SCHOOL TO WATCH FOR YEARS 2013 -- 2016.

[R2013-704]

WHEREAS, Evergreen Academy Middle School, located at 3537 South Paulina Street in the McKinley Park neighborhood, has been re-designated by the National Forum to Accelerate Middle Grades Reform as a School to Watch for the years 2013 through 2016; and

WHEREAS, Evergreen Academy first received the three year designated as a School to Watch for the years 2010 through 2013; and

WHEREAS, Schools to Watch is an initiative launched by the National Forum to Accelerate Middle Grades Reform in 1999 to identify schools across the United States that are well on their way to meeting the forum's criteria for high performance; and

WHEREAS, The National Forum believes that three things are true of high-performing middle schools: 1) They are academically excellent -- they challenge all students to use their minds well, 2) They are developmentally responsive -- they are sensitive to the unique developmental challenges of early adolescence, and 3) They are socially equitable -- they are democratic and fair, providing every student with high-quality teachers, resources, and supports; and

WHEREAS, To achieve this level of performance, high-performing schools establish norms, structures, and organizational arrangements to support and sustain their trajectory toward excellence; and

WHEREAS, Evergreen Academy Middle School is comprised of approximately 400 students in sixth through eighth grades, has a 96.3 percent attendance rate, and is one of only 25 middle schools in Chicago focused on the philosophy tenets of academic excellence, developmental responsiveness, and social equity; and

WHEREAS, Evergreen's mission is to create a collaborative and safe environment where students can become college and career ready in an economically, culturally, socially and religiously diverse world; and

WHEREAS, Teachers and staff at Evergreen Academy ensure students have an environment conducive to and supportive of all learners, and students are empowered to explore, create and make decisions, while actively participating in and being accountable for their learning; and

WHEREAS, Evergreen Academy Middle School's rigorous and differentiated curriculum aligns with the Common Core State Standards, having been chosen two years ago as one of the pilot Early Adopters of Common Core Standards; and

WHEREAS, Evergreen is one of only three CPS schools and 14 Illinois schools that received the Schools to Watch designation for the years 2013 through 2016; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this 24th day of July 2013, do hereby salute Evergreen Academy Middle School and offer our best wishes for the future; and

Be It Further Resolved, That a suitable copy of the resolution be presented to Evergreen Academy Middle School as a token of our esteem and good wishes.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE PAUL ADAMS.

[R2013-705]

WHEREAS, Paul Adams, a World War II Tuskegee Airman, has been called to eternal life by the wisdom of God at the age of 92; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Paul Adams was the loving and devoted husband of Alda for 67 years; and

WHEREAS, Paul Adams was the much-adored father of Deloris, Gloria and Michael to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Having cherished dreams of becoming a pilot since he was a boy, Paul Adams began training with the Tuskegee Airmen in 1942 as a cadet; and

WHEREAS, Receiving his commission as a second lieutenant in 1943, Paul Adams joined the 4th Squadron, 332nd Fighter Group, a highly decorated unit that would participate in more than 1,500 missions in Europe and North Africa; and

WHEREAS, Serving in nine major campaigns, Paul Adams received the Commendation Medal with three Oak Leaf Clusters; and

WHEREAS, Continuing his distinguished military service for many years after World War II, Paul Adams retired from the U.S. Air Force as a lieutenant colonel in 1963; and

WHEREAS, A teacher of industrial arts in the Lincoln, Nebraska school system from 1964 to 1982, Paul Adams inspired many young people to strive for excellence in their professional careers; and

WHEREAS, Active in civil rights causes, Paul Adams served as president of the Lincoln Chapter of the NAACP; and

WHEREAS, His love of life and ability to live it to the fullest endeared Paul Adams 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, Paul Adams 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 24th day of July 2013, do hereby commemorate Paul Adams for his grace-filled life and do hereby express our condolences to his family; now, therefore,

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul Adams.

TRIBUTE TO LATE HONORABLE DAVID F. CARGO.

[R2013-706]

WHEREAS, The Honorable David F. Cargo, the youngest person to serve as governor of New Mexico, 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, The Honorable David F. Cargo was the beloved father of Veronica, David, Patrick, Elena and Eamon to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born in Dowagiac, Michigan, the Honorable David F. Cargo earned his bachelor's, master's and law degrees from the University of Michigan; and

WHEREAS, A proud veteran, the Honorable David F. Cargo served two years in the army during the Korean War; and

WHEREAS, The Honorable David F. Cargo represented an Albuquerque district as a representative in the New Mexico State House from 1963 to 1966; and

WHEREAS, The Honorable David F. Cargo earned the moniker "Lonesome Dave" for his successful but maverick strategy of campaigning solo for governor in far-flung rural areas of New Mexico; and

WHEREAS, Known for his progressive politics and concern for the poor and working class, the Honorable David F. Cargo served as governor for two terms, from 1966 to 1970; and

WHEREAS, A man of great integrity and moral conviction, the Honorable David F. Cargo was involved in many worthy causes including those to foster literacy and build libraries in underserved areas of New Mexico; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable David F. Cargo serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable David F. Cargo 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, the Honorable David F. Cargo 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 24th day of July 2013, do hereby commemorate the Honorable David F. Cargo 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 David F. Cargo.

TRIBUTE TO LATE HONORABLE ROBERT E. CUSACK.

[R2013-707]

WHEREAS, The Honorable Robert E. Cusack has been called to eternal life by the wisdom of God at the age of 96; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Robert E. Cusack was a retired member of the judiciary and a military veteran; and

WHEREAS, The Honorable Robert E. Cusack was the much-adored father of Bonnie, Ellin and Katie to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The Honorable Robert E. Cusack was the devoted grandfather of Emma and Gibson and the loving companion of Olive Branch; and

WHEREAS, The Honorable Robert E. Cusack bravely served his country during World War II as a member of the U.S. Army's 305th Engineering Division; and

WHEREAS, The Honorable Robert E. Cusack received his bachelor's degree from The University of Chicago and his law degree from the University of Michigan; and

WHEREAS, The Honorable Robert E. Cusack practiced law with his brothers in the firm of Cusack & Cusack before serving as a Cook County judge for the Domestic Relations and Probate Courts from 1974 to 2005; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable Robert E. Cusack 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, the Honorable Robert E. Cusack 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 24th day of July 2013, do hereby commemorate the Honorable Robert E. Cusack 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 Robert E. Cusack.

TRIBUTE TO LATE HONORABLE BEVERLY J. FAWELL.

[R2013-708]

WHEREAS, The Honorable Beverly J. Fawell 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A popular, long-time DuPage County Republican politician, the Honorable Beverly J. Fawell served for 18 years in the Illinois General Assembly, first as a representative and then as a senator; and

WHEREAS, The Honorable Beverly J. Fawell was the beloved mother of Jeff, Judy, Scott and the late Steve, the grandmother of seven, and the great-grandmother of four; and

WHEREAS, A passionate advocate for the elderly, the Honorable Beverly Fawell crafted the first law to establish assisted-living facilities in Illinois; and

WHEREAS, The Honorable Beverly Fawell supported important legislation that has helped the mentally ill and physically disabled receive care and services; and

WHEREAS, An individual who always put family first, the Honorable Beverly Fawell did not hesitate to retire from the Illinois State Senate in 1999 to care for the children of her son, Steve, who had tragically passed away at the young age of 45; and

WHEREAS, Following her tenure in Springfield, the Honorable Beverly J. Fawell served at the Illinois State Toll Highway Authority; and

WHEREAS, The Honorable Beverly Fawell touched the lives of many with her integrity, wisdom and devotion; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Beverly J. Fawell serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared the Honorable Beverly J. Fawell 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, To her beloved family, the Honorable Beverly J. Fawell 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 24th day of July 2013, do hereby commemorate the Honorable Beverly J. Fawell for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Beverly J. Fawell.

TRIBUTE TO LATE REVEREND JOHN P. FRAWLEY.

[R2013-709]

WHEREAS, The Reverend John P. Frawley 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, The Reverend John P. Frawley was the fond uncle of Ellen Marie, John, Katie, Donna, Mila, Tom, Cathy, Dan, Nancy, Susie, Mary Kay and John and proud grand-uncle of many to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Chicago, the Reverend John P. Frawley graduated from St. Frances of Rome Catholic School, Quigley Preparatory Seminary and the University of St. Mary of the Lake Seminary in Mundelein; and

WHEREAS, Ordained May 6, 1944 by Samuel Cardinal Stritch, the Reverend John P. Frawley served at St. Columbanus Parish from 1944 to 1953, St. Clement Parish from 1953 to 1961, Holy Family Parish, North Chicago from 1961 to 1966 and St. John the Baptist Parish from 1966 to 1990; and

WHEREAS, The Reverend John P. Frawley was pastor in residence at St. Thomas More Parish from 1990 to 2013; and

WHEREAS, The Reverend John P. Frawley touched the lives of countless people through his tireless ministry of hope and healing to the sick and devotion to the suffering; and

WHEREAS, The Reverend John P. Frawley created a lasting legacy of faith and love that continues to bear fruit; and

WHEREAS, The wisdom, sacrifice and dedication of the Reverend John P. Frawley serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Reverend John P. Frawley 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, the Reverend John P. Frawley imparts a legacy of service, dignity and Christian witness; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commemorate the Reverend John P. Frawley 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 John P. Frawley.

TRIBUTE TO LATE HONORABLE CAROLINE GLASSMAN.

[R2013-710]

WHEREAS, The Honorable Caroline Glassman has been called to eternal life by the wisdom of God at the age of 90; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Caroline Glassman was the first woman to serve on the Maine Supreme Judicial Court; and

WHEREAS, The Honorable Caroline Glassman was appointed to the high court in 1983 by Governor Joseph Brennan to succeed her late husband, the Honorable Harry P.; and

WHEREAS, The Honorable Caroline Glassman was a role model and mentor to many and served on the state's Supreme Court until her retirement in 1997; and

WHEREAS, The Honorable Caroline Glassman began her legal career as a title attorney in Salem, Oregon, before becoming a trial lawyer in San Francisco; and

WHEREAS, In Maine, the Honorable Caroline Glassman opened a legal practice in Portland and earned a reputation as a highly capable, detailed-oriented attorney; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Caroline Glassman serve as an example to all; and

WHEREAS, The Honorable Caroline Glassman was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, the Honorable Caroline Glassman 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 24th day of July 2013, do hereby commemorate the Honorable Caroline Glassman for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Caroline Glassman.

TRIBUTE TO LATE HONORABLE WILLIAM H. GRAY III.

[R2013-711]

WHEREAS, The Honorable William H. Gray III has been called to eternal life by the wisdom of God at the age of 71; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable William H. Gray III was the loving and devoted husband of Andrea; and

WHEREAS, The Honorable William H. Gray III was the much-adored father of Andrew, William IV and Justin to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born in Baton Rouge, Louisiana, the Honorable William H. Gray III received a bachelor's degree from Franklin & Marshall College, and divinity degrees from Drew Theological Seminary and Princeton Theological Seminary; and

WHEREAS, Elected to the U.S. House of Representatives from Philadelphia in 1978, the Honorable William H. Gray III gained a reputation for integrity, fairness and consensus-building and was admired for his negotiation skills as a member and chairman of the Budget Committee; and

WHEREAS, A passionate advocate for civil rights, the Honorable William H. Gray III helped shape the United States' policy against apartheid in South Africa; and

WHEREAS, The Honorable William H. Gray III impacted the lives of many through his hard work to improve education and healthcare services for the poor; and

WHEREAS, In 1989 the Honorable William H. Gray III was elected as the first African-American to serve as majority whip in Congress; and

WHEREAS, Resigning from political life in 1991 to serve as president and chief executive officer of the United Negro Fund, the Honorable William H. Gray III raised an unprecedented $2.3 Billion for that organization in just 13 years; and

WHEREAS, In addition to his political and philanthropic service, the Honorable William H. Gray III was pastor of Bright Hope Baptist Church in North Philadelphia from 1972 to 2007; and

WHEREAS, To his beloved family, the Honorable William H. Gray III imparts a legacy of faithfulness, service and dignity; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable William H. Gray III serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable William H. Gray III to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commemorate the Honorable William H. Gray 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 the Honorable William H. Gray III.

TRIBUTE TO LATE JEAN GUY.

[R2013-712]

WHEREAS, Jean Guy, the beloved former first lady of North Dakota, has been called to eternal life by the wisdom of God at the age of 90; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Jean Guy was the loving and devoted wife of the Honorable William, the late, four-term Governor of North Dakota; and

WHEREAS, Jean Guy was the much-adored mother of William III, James, Deborah, Holly, and Nancy to whom she imparted many of the fine and noble qualities that she possessed in abundance; and

WHEREAS, Jean Guy was an indispensable part of her husband's success during his 12 years as Governor of North Dakota; and

WHEREAS, Blessed with a natural grace, Jean Guy was known for her genteel hospitality and flair for design; and

WHEREAS, Jean Guy generously shared her deep wisdom, loving kindness and unforgettable warmth with both her own family and with those she encountered in the course of her busy life; and

WHEREAS, The hard work, sacrifice and dedication of Jean Guy serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Jean Guy 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, To her beloved family, Jean Guy imparts a legacy of faithfulness, service and dignity; now, therefore,

WHEREAS, The warmth, dedication and generosity of Jean Guy 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 24th day of July 2013, do hereby commemorate Jean Guy 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 Jean Guy.

TRIBUTE TO LATE HONORABLE WILLIAM D. HATHAWAY.

[R2013-713]

WHEREAS, The Honorable William D. Hathaway 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, The Honorable William D. Hathaway was the loving and devoted husband for 61 years of the late Mary Lee; and

WHEREAS, The Honorable William D. Hathaway was the beloved father of Fred and Susan, cherished grandfather of five and doting great-grandfather of one to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A valiant veteran of World War II, the Honorable William D. Hathaway was captured and held as a prisoner of war for three months by German forces in Romania after he parachuted from a damaged B-24 bomber; and

WHEREAS, For his courage under fire, the Honorable William D. Hathaway was awarded a Purple Heart and Distinguished Flying Cross and discharged from the Army Air Forces with the rank of captain; and

WHEREAS, A proud graduate of Harvard University and Harvard Law School, the Honorable William D. Hathaway served three terms as a U.S. Representative from Maine and played a key role in supporting President Lyndon Johnson's antipoverty programs and the creation of the Occupational Safety and Health Administration; and

WHEREAS, In 1972, the Honorable William D. Hathaway pulled an upset victory over legendary U.S. Senator Margaret Chase Smith of Maine who was the first woman elected to both houses of Congress; and

WHEREAS, The Honorable William D. Hathaway advanced the cause of equality by introducing legislation in 1976 that paved the way for the admission of women to West Point and other military academies; and

WHEREAS, Following his term in the Senate, the Honorable William D. Hathaway did lobbyist and legal work in Washington, D.C., until 1990 when President George Bush appointed him a member of the Federal Maritime Commission, where he served as chairman from 1993 to 1996; and

WHEREAS, The perseverance, sacrifice and dedication of the Honorable William D. Hathaway serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable William D. Hathaway 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, the Honorable William D. Hathaway 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 24th day of July 2013, do hereby commemorate the Honorable William D. Hathaway for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable William D. Hathaway.

TRIBUTE TO LATE HONORABLE GYULA HORN.

[R2013-714]

WHEREAS, The Honorable Gyula Horn 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, The Honorable Gyula Horn was the loving and devoted husband of Anna Király; and

WHEREAS, The Honorable Gyula Horn was the much-adored father of Anna and Gyula, Jr. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, As Foreign Minister of Hungary, the Honorable Gyula Horn played a key role in the downfall of the Iron Curtain with his courageous 1989 decision to allow East German refugees to enter West Germany from his country; and

WHEREAS, The third Prime Minister of the Third Republic of Hungary, the Honorable Gyula Horn served under President Árpád Göncz from 1994 to 1998; and

WHEREAS, An influential voice in his county's public life, the Honorable Gyula Horn retained a seat in Parliament until 2010; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Gyula Horn serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable Gyula Horn 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, the Honorable Gyula Horn 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 24th day of July 2013, do hereby commemorate the Honorable Gyula Horn for his public service and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable Gyula Horn.

TRIBUTE TO LATE EDWARD R. "BUD" JOYCE.

[R2013-715]

WHEREAS, Edward R. "Bud" Joyce has been called to eternal life by the wisdom of God at the age of 96; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the West Beverly community, Edward R. "Bud" Joyce was a retired labor leader and the loving husband for 68 years of the late Mary E., nee Jordan; and

WHEREAS, Edward R. "Bud" Joyce was the much-adored father of Edward, Joseph, John, Thomas, Maryellen and James, the grandfather of 20 and the great-grandfather of 24 to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Chicago, Edward R. "Bud" Joyce hailed from a labor family and was a devout Catholic who strongly believed in the dignity of working men and women; and

WHEREAS, Edward R. "Bud" Joyce was also a true patriot who bravely served his country as a member of the United States Navy during World War II; and

WHEREAS, Edward R. "Bud" Joyce began his career as a bricklayer before serving as a labor leader with Bricklayers Union Local 21, beginning in the late 1970s; and

WHEREAS, Edward R. "Bud" Joyce was a business agent, a role in which he worked as a field representative, before becoming Secretary-Treasurer; and

WHEREAS, The hard work, sacrifice and dedication of Edward R. "Bud" Joyce serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Edward R. "Bud" Joyce 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, Edward R. "Bud" Joyce will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Edward R. "Bud" Joyce imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commemorate Edward R. "Bud" Joyce 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 Edward R. "Bud" Joyce.

TRIBUTE TO LATE MONSIGNOR JOHN KUZINSKAS.

[R2013-716]

WHEREAS, Monsignor John Kuzinskas 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, Monsignor John Kuzinskas was a widely admired member of the religious community and a priest of the Roman Catholic Archdiocese of Chicago for 61 years; and

WHEREAS, Monsignor John Kuzinskas was pastor emeritus of Nativity of the Blessed Virgin Mary Parish on Chicago's Southwest Side; and

WHEREAS, A native of Waukegan, Monsignor John Kuzinskas was ordained in 1952 and was first assigned to St. Thomas the Apostle Parish on the South Side; and

WHEREAS, From 1953 to 1966, Monsignor John Kuzinskas served as the assistant pastor of St. George where he ministered to a largely Lithuanian parish; and

WHEREAS, From 1966 to 1973, Monsignor John Kuzinskas was the assistant pastor of Nativity BVM and returned as pastor in 1988; and

WHEREAS, Monsignor John Kuzinskas retired in 1997 and became chaplain of Holy Family Villa in Palos Park; and

WHEREAS, The hard work, sacrifice and dedication of Monsignor John Kuzinskas serve as an example to all; and

WHEREAS, Monsignor John Kuzinskas will be dearly missed and fondly remembered by his many relatives, friends and former parishioners; and

WHEREAS, To his beloved family, Monsignor John Kuzinskas 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 24th day of July 2013, do hereby commemorate Monsignor John Kuzinskas 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 Monsignor John Kuzinskas.

TRIBUTE TO LATE LOLLIE L. MC KEON.

[R2013-717]

WHEREAS, Lollie L. McKeon has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Lollie L. McKeon was the beloved daughter of the late Joseph T. and Margaret E.; and

WHEREAS, Lollie L. McKeon was the dear sister of Thomas J. and the late Lieutenant Joseph T., Jr. (USMC); and

WHEREAS, Lollie L. McKeon was a veteran member of the United States Foreign Service who ably served for many years in London, England; and

WHEREAS, Lollie L. McKeon was the first female president of the Rotary International and a past vice president of the Irish Fellowship Club of Chicago; and

WHEREAS, A former director of the USO, Lollie L. McKeon was a tireless advocate for veterans; and

WHEREAS, The hard work, sacrifice and dedication of Lollie L. McKeon serve as an example to all; and

WHEREAS, Lollie L. McKeon will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Lollie L. McKeon 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 24th day of July 2013, do hereby commemorate Lollie L. McKeon 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 Lollie L. McKeon.

TRIBUTE TO LATE HONORABLE JOHN NICKELS.

[R2013-718]

WHEREAS, The Honorable John Nickels 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, A resident of Maple Park, the Honorable John Nickels was a former Illinois Supreme Court justice and the loving husband for 56 years of Merita; and

WHEREAS, The Honorable John Nickels was the much-adored father of eight, the grandfather of 24 and the great-grandfather of one; and

WHEREAS, The son of a Kane County dairy farmer, the Honorable John Nickels graduated from Northern Illinois University and DePaul University College of Law; and

WHEREAS, The Honorable John Nickels was a lawyer in Kane County for more than 20 years; and

WHEREAS, The Honorable John Nickels ably served as a Circuit Court judge, Illinois Appellate Court judge and as a justice of the Illinois Supreme Court; and

WHEREAS, Despite his professional successes, the Honorable John Nickels always retained a down-to-earth manner and was a farmer at heart; and

WHEREAS, Upon his retirement in 1998, the Honorable John Nickels announced that he was "going back to the land that has always nourished my soul"; and

WHEREAS, The Honorable John Nickels was a supporter of the Rafiki Foundation which educates orphans and abandoned children in Tanzania and a benefactor of the Marmion Abbeys Mission School of San Jose in Guatemala; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable John Nickels serve as an example to all; and

WHEREAS, The Honorable John Nickels will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, the Honorable John Nickels 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 24th day of July 2013, do hereby commemorate the Honorable John Nickels for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Honorable John Nickels.

TRIBUTE TO LATE JEROME P. ROWAN.

[R2013-719]

WHEREAS, Jerome P. Rowan has been called to eternal life by the wisdom of God at the age of 50; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Naperville, Jerome P. Rowan was a widely admired member of the business community and the devoted husband of Rochelle; and

WHEREAS, Jerome P. Rowan was the beloved father of Kelvin and Geoffrey to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Jerome P. Rowan was the loving son of Dolores and the late Harold; and

WHEREAS, Jerome P. Rowan was the loving uncle of many nieces and nephews; and

WHEREAS, Jerome P. Rowan was the cherished brother of Harold, Michael, Brian, Daryl, Kevin, Kenny, Phylis, Felecia, Jeanette, Rene, Yvette, Joy and Shonyel; and

WHEREAS, Jerome P. Rowan was the president and chief executive officer of Rowan International LLC; and

WHEREAS, Jerome P. Rowan touched the lives of many with his integrity, wisdom and devotion; and

WHEREAS, His love of life and ability to live it to the fullest endeared Jerome P. Rowan 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, Jerome P. Rowan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commemorate Jerome P. Rowan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jerome P. Rowan.

TRIBUTE TO LATE AURELIA A. SIEBERT.

[R2013-720]

WHEREAS, Aurelia A. Siebert 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 her passing by Alderman Edward M. Burke; and

WHEREAS, Aurelia A. Siebert was the beloved wife of the late John; and

WHEREAS, Aurelia A. Siebert was the beloved mother of Anita, Bernadette, Maria and John J. (CPD), the grandmother of nine, and the great-grandmother of 12; and

WHEREAS, An individual who always put family first, Aurelia A. Siebert was a faithful member of St. Mary Star of the Sea Parish; and

WHEREAS, Aurelia A. Siebert touched the lives of many with her integrity, wisdom and devotion; and

WHEREAS, The hard work, sacrifice and dedication of Aurelia A. Siebert serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Aurelia A. Siebert 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, To her beloved family, Aurelia A. Siebert 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 24th day of July 2013, do hereby commemorate Aurelia A. Siebert 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 Aurelia A. Siebert.

TRIBUTE TO LATE REVEREND JEROME P. TWAROG.

[R2013-721]

WHEREAS, The Reverend Jerome P. Twarog has been called to eternal life by the wisdom of God at the age of 60; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Jerome P. Twarog was a widely admired member of the religious community and the associate pastor of St. Eugene Church in Chicago; and

WHEREAS, The Reverend Jerome P. Twarog was the beloved son of the late Joseph and Michaline, nee Gawron; and

WHEREAS, A member of the Congregation of the Resurrection, the Reverend Jerome P. Twarog was ordained in 1982; and

WHEREAS, The Reverend Jerome P. Twarog ministered at St. John Vianney in Northlake, St. Pascal in Chicago, St. John Cantius in Chicago and St. Peter in Skokie; and

WHEREAS, The Reverend Jerome P. Twarog was a former U.S. Air Force chaplain; and

WHEREAS, The Reverend Jerome P. Twarog was incardinated into the Archdiocese of Chicago in 2007 and served as associate pastor of St. Mary's in Lake Forest; and

WHEREAS, The hard work, sacrifice and dedication of the Reverend Jerome P. Twarog serve as an example to all; and

WHEREAS, The Reverend Jerome P. Twarog will be dearly missed and fondly remembered by his many relatives, friends and parishioners; and

WHEREAS, To his beloved family, the Reverend Jerome P. Twarog 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 24th day of July 2013, do hereby commemorate the Reverend Jerome P. Twarog 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 Jerome P. Twarog.

TRIBUTE TO LATE JOHN J. "JACK" SIMMERLING.

[R2013-722]

WHEREAS, John J. "Jack" Simmerling, 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, A long-time resident of the Beverly neighborhood, John J. "Jack" Simmerling was a renowned Chicago artist and the loving husband for 55 years of Marjorie; and

WHEREAS, John J. "Jack" Simmerling was the much-adored father of John, Victoria, Carlos, Mary, Meg, the late Catherine and the late Elizabeth to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John J. "Jack" Simmerling was the cherished grandfather of Katherine, John Andrew, Thomas, Matthew, Cary John, Stephen, Maria, Paul, Kalven Jack, Wilson Jack, Graham and Eliza; and

WHEREAS, Showing great promise as an artist from a young age, John J. "Jack" Simmerling had an abiding fascination with the richness of Chicago's historic architecture; and

WHEREAS, With a degree in fine arts from the University of Notre Dame and experience working at a frame factory, John J. "Jack" Simmerling opened The Heritage Gallery in Chicago's Beverly neighborhood in 1958; and

WHEREAS, His love of life and ability to live it to the fullest endeared John J. "Jack" Simmerling 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, John J. "Jack" Simmerling 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 24th day of July 2013, do hereby commemorate John J. "Jack" Simmerling 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 J. "Jack" Simmerling.

CONGRATULATIONS EXTENDED TO HONORABLE RUBÉN CASTILLO ON BEING FIRST LATINO CHIEF JUDGE OF UNITED STATES DISTRICT COURT FOR NORTHER DISTRICT OF ILLINOIS.

[R2013-723]

WHEREAS, The Honorable Rubén Castillo has been sworn in as the first Latino chief judge of the United States District Court for the Northern District of Illinois; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The son of a Mexican immigrant father and Puerto-Rican born mother, the Honorable Castillo was raised in the West Town neighborhood; and

WHEREAS, The Honorable Rubén Castillo attended Gordon Tech High School and Loyola University Chicago before graduating from Northwestern University Law School; and

WHEREAS, The Honorable Rubén Castillo joined the law firm of Jenner & Block and served under federal prosecutor Dan Webb; and

WHEREAS, The Honorable Rubén Castillo concluded his tenure at the U.S. Attorney's Office in 1988 to serve as the director and legal counsel for the Mexican American Legal Defense and Education Fund in Chicago; and

WHEREAS, The Honorable Rubén Castillo joined the law firm of Kirkland & Ellis LLP as a partner; and

WHEREAS, In 1994, President William Jefferson Clinton named the Honorable Rubén Castillo to the federal bench; and

WHEREAS, For nearly two decades, the Honorable Rubén Castillo has earned the respect and admiration of his peers for his wide-ranging knowledge of the law and commitment to best practices; and

WHEREAS, As chief judge, the Honorable Rubén Castillo supervises matters of great sensitivity, including grand jury empanelling, whistleblower suits filed under seal and federal requests to install wiretaps or conduct other forms of electronic surveillance; and

WHEREAS, As a co-chair of the American Bar Association's Trial Practice Committee, the Honorable Rubén Castillo has helped foster the most efficient use of court room time by sharing his wisdom and hard-won practical experience with other lawyers; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend the Honorable Rubén Castillo for his extraordinary career and tireless commitment to justice; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Honorable Rubén Castillo.

RECOGNITION EXTENDED TO GARY DAILEY FOR ASSISTING CHICAGO POLICE DEPARTMENT IN APPREHENDING ROBBERY SUSPECT.

[R2013-724]

WHEREAS, The quick thinking and valiant intervention of Gary Dailey thwarted a robbery in Chicago's Gold Coast neighborhood; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Amid recent Fourth of July festivities near Lakeshore Drive, Gary Dailey encountered a large, rowdy group of people blocking the way through a pedestrian underpass; and

WHEREAS, Making his way through the group, Gary Dailey felt someone attempt to take his cellphone; and

WHEREAS, Although the robbery attempt against him was prevented by Gary Dailey's firm protest, another pedestrian found herself a target of the same perpetrator moments later; and

WHEREAS, The robber, an imposing figure more than six-feet tall, grabbed a cellphone from a woman who was barely over five-feet tall, and began to flee the scene; and

WHEREAS, Gary Dailey, the brother of a Chicago officer, courageously launched a pursuit of the perpetrator, bent on bringing him to justice; and

WHEREAS, Gary Dailey kept the man in sight during the chase that covered four blocks until police arrived; and

WHEREAS, With Gary Dailey's help and the assistance of other good samaritans, Chicago Police apprehended the man and recovered the stolen cell phone; and

WHEREAS, The victim of the robbery, who was accompanied by a young child during the incident, thanked Gary Dailey for his assistance; and

WHEREAS, If not for the alertness and determination of Gary Dailey a criminal would have gotten away with robbery; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby recognize Gary Dailey for his decisive actions and heroism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gary Dailey.

RECOGNITION EXTENDED TO WILLIAM FRAHER FOR DEDICATED SERVICE AS DIRECTOR OF LITURGICAL MUSIC AT OLD ST. PATRICK'S CHURCH.

[R2013-725]

WHEREAS, William Fraher officially stepped down as director of Liturgical Music at Chicago's historic Old St. Patrick's Church on July 14, 2013, following 22 years of service; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, William Fraher earned his bachelor's degree in philosophy from St. Mary's Seminary in Perryville, Missouri, a master's degree in Liturgy of the Arts from the De Andreas Institute of Theology and did post-graduate work at the Graduate Theological Union in Berkeley, California; and

WHEREAS, For more than two decades, William Fraher's expert direction has earned Old St. Patrick's Church, Chicago's oldest English-speaking Catholic parish, located in a building that survived the Great Fire of 1871, a well-deserved reputation for excellence in liturgical music; and

WHEREAS, In accordance with the Second Vatican Council's Constitution on the Sacred Liturgy, Sacrosanctum Concilium, William Fraher has fostered the congregation's "full, conscious and active participation"; and

WHEREAS, William Fraher will remain with the parish as director of Concerts and Concert Choirs, working on the annual *Deck the Halls, Too Hot to Handel* and *Siamsa na nGael* concerts which bring such delight to appreciative audiences; and

WHEREAS, William Fraher will also remain as coordinator of music for weddings and funerals; and

WHEREAS, William Fraher's hard work, talent and dedication serve as an outstanding example to all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend William Fraher for his tireless commitment to excellence and thank him for his 22 years of service as director of Liturgical Music for Old St. Patrick's Church; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William Fraher.

RECOGNITION EXTENDED TO HONORABLE JAMES F. HOLDERMAN FOR DEDICATED SERVICE AS CHIEF JUDGE OF UNITED STATES DISTRICT COURT FOR NORTHERN DISTRICT OF ILLINOIS.

[R2013-726]

WHEREAS, After serving a successful seven year term, the Honorable James F. Holderman has stepped down as chief judge of the United States District Court for the Northern District of Illinois; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A judge of the U.S. District Court for the Northern District of Illinois since 1985, the Honorable James F. Holderman was named chief judge in July 2006; and

WHEREAS, The Honorable James F. Holderman earned a bachelor's degree from the University of Illinois in 1968, and a law degree from the University of Illinois College of Law in 1971; and

WHEREAS, From 1971 to 1972, the Honorable James F. Holderman served as a clerk for Federal Court Judge Edward J. McManus in Iowa and then worked from 1972 to 1978 as an assistant U.S. Attorney in Chicago; and

WHEREAS, The Honorable James F. Holderman was a partner in the law firm of Sonnenschein Nath & Rosenthal from 1978 to 1985; and

WHEREAS, Appointed judge of the United States District Court for the Northern District of Illinois by President Ronald Reagan in 1985, the Honorable James F. Holderman has presided over cases in all areas of federal jurisdiction; and

WHEREAS, A talented instructor who draws on decades of practical experience, the Honorable James F. Holderman has taught courses at Chicago-Kent College of Law, Northwestern University School of Law, The University of Chicago Law School, the John Marshall Law School and the University of Illinois College of Law; and

WHEREAS, As chief judge, the Honorable James F. Holderman managed a budget of $27 Million and oversaw a 450 member staff in addition to many other important judicial duties; and

WHEREAS, Widely respected for his legal expertise, especially in regard to intellectual property cases and trial advocacy, the Honorable James F. Holderman has been recognized by the American Bar Association, the Chicago Bar Association, the Chicago Inn of Court, the Illinois Bar Foundation, the Women's Bar Association of Illinois, and other prestigious organizations; and

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend the Honorable James F. Holderman for his years of faithful service and wish him all the best in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Honorable James F. Holderman.

CONGRATULATIONS EXTENDED TO JIMMY M. LAGO ON RETIREMENT AS CHANCELLOR OF ARCHDIOCESE OF CHICAGO AND DECLARATION OF JULY 24, 2013 AS "JIMMY M. LAGO DAY" IN CHICAGO.

[R2013-727]

WHEREAS, Jimmy M. Lago has officially retired from his position as chancellor of the Archdiocese of Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Over the course of more-than 40 year career, Jimmy M. Lago has touched the lives of many and been a tireless advocate for the Catholic Church in Illinois; and

WHEREAS, In 1996, Jimmy M. Lago assumed the helm of Catholic Charities as executive director; and

WHEREAS, From 1998 to 2000, Jimmy M. Lago was the executive director of the Catholic Conference of Illinois, a group that upholds "Catholic Social Teaching by advocating for favorable state legislation and regulatory policies" regarding pro-life issues, marriage, education, social services, health care and other topics; and

WHEREAS, Appointed in 2000 by Francis Cardinal George, Jimmy M. Lago was the first layman to serve as chancellor of the Archdiocese of Chicago; and

WHEREAS, As chancellor of the Archdiocese of Chicago for 13 years, Jimmy M. Lago formulated and implemented many important policies for the third-largest Catholic diocese in the United States; and

WHEREAS, In all of his roles, Jimmy M. Lago has shared his spirit of leadership, wisdom and insight with many in Chicago and beyond; and

WHEREAS, The hard work, dedication and faith of Jimmy M. Lago serve as an outstanding example to us all; and

WHEREAS, We honor Jimmy M. Logo for his many years of service as he begins a new chapter in his life, now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend Jimmy M. Lago for his tireless devotion to the teachings and mission of the Catholic Church and do hereby declare that July 24, 2013, shall be recognized as "Jimmy M. Lago Day" throughout the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jimmy M. Lago.

CONGRATULATIONS EXTENDED TO ROBERT L. PARKINSON, JR. ON BEING ELECTED CHAIRMAN OF BOARD OF DIRECTORS OF LOYOLA UNIVERSITY CHICAGO.

[R2013-728]

WHEREAS, Robert L. Parkinson, Jr., a prominent leader in global business affairs, has been elected chairman of the Board of Directors of Loyola University Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Robert L. Parkinson, Jr. earned bachelor's and master's degrees in business administration from Loyola University Chicago; and

WHEREAS, A 2001 recipient of the Distinguished Leadership Award, Robert L. Parkinson, Jr. had a successful 25-year career with Abbott Laboratories in international and domestic leadership roles; and

WHEREAS, As dean of Loyola's School of Business from 2002 to 2004, Robert L. Parkinson, Jr. added greatly to the prestige and reputation of that faculty; and

WHEREAS, Chairman and chief executive officer of Baxter International since 2004, Robert L. Parkinson, Jr. has overseen steady growth while maintaining a tireless focus on product quality and sustainability; and

WHEREAS, A member of the Loyola University Board of Directors since 2005, and vice-chair since 2012, Robert L. Parkinson, Jr. supports many other worthy causes and philanthropies in Chicago; and

WHEREAS, As chairman of the Executives' Club, Robert L. Parkinson, Jr. shared his wisdom and expertise with many in our city and beyond; and

WHEREAS, Committed to serving students, alumni, faculty, and staff, Robert L. Parkinson, Jr. stands ready to build on his predecessors' success and forge a bright future for Loyola University; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby wish Robert L. Parkinson, Jr. much success in all his endeavors to ensure that Loyola University fulfills its mission of inspiring individuals to live up to their potential, serve their communities and take their place as global leaders and innovators; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert L. Parkinson, Jr.

CONGRATULATIONS EXTENDED TO LOU PHILLIPS ON RETIREMENT AS BUSINESS MANAGER OF LABORERS' LOCAL 1001.

[R2013-729]

WHEREAS, Lou Phillips, a widely admired member of the labor community, has retired as business manager of Laborers' Local 1001; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A proud 1973 graduate of De La Salle Institute, Lou Phillips attended the George Meany Center for Labor Studies; and

WHEREAS, A long-time employee of the City of Chicago Department of Streets and Sanitation, Lou Phillips became the business manager of Laborers Local 1001 in 2005; and

WHEREAS, During his illustrious tenure, Lou Phillips was responsible for negotiating labor agreements under Mayor Richard M. Daley and Mayor Rahm Emanuel; and

WHEREAS, Local 1001 represents 1,800 City of Chicago workers employed by the Department of Streets and Sanitation and the Chicago Department of Transportation; and

WHEREAS, The union's ranks include sanitation workers, pothole fillers and laborers who foster the safety of Chicago by ensuring that maintenance is performed on our public thoroughfares in a timely fashion; and

WHEREAS, The hard work and dedication of Lou Phillips serve as an outstanding example to us all; and

WHEREAS, We honor Lou Phillips for his many years of service as he begins a new chapter in his life; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend Lou Phillips for his leadership, dedication and years of hard work that have made our great metropolis a better place to live, work and raise families; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lou Phillips.

CONGRATULATIONS EXTENDED TO MICHAEL R. QUINLAN ON RETIREMENT AS CHAIRMAN OF BOARD OF DIRECTORS OF LOYOLA UNIVERSITY CHICAGO AND DECLARATION OF JULY 24, 2013 AS "MICHAEL R. QUINLAN DAY" IN CHICAGO.

[R2013-730]

WHEREAS, Michael R. Quinlan, a widely admired business and civic leader, has officially retired as chairman of the Board of Directors of Loyola University Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A Chicago native, Michael R. Quinlan graduated from Fenwick High School and earned a bachelor's degree in philosophy and psychology and a master's in business administration from Loyola University Chicago; and

WHEREAS, Michael R. Quinlan began his career in the mailroom of McDonald's Corporation in 1963; and

WHEREAS, Michael R. Quinlan worked his way through the ranks to become president and chief executive officer in 1987 and chairman of the board in 1990; and

WHEREAS, Following his long and illustrious tenure, Michael R. Quinlan, stepped down as chairman of McDonald's in 1999 and became chairman of Loyola University's Board of Directors where he oversaw the hiring of the institution's current president, the Reverend Michael J. Garanzini, S.J.; and

WHEREAS, In 2004, Loyola University dedicated the new Life Sciences Education and Research Center to Michael R. and Marilyn C. Quinlan in recognition of their leadership and generosity; and

WHEREAS, Loyola University bestowed one of its highest awards, the Sword of Loyola, on Michael R. Quinlan in 2005; and

WHEREAS, In 2012, Loyola University Chicago renamed its business school for Michael R. Quinlan after he contributed the largest alumnus gift of $40 Million to the school; and

WHEREAS, Michael R. Quinlan has inspired many with his tireless commitment to excellence and dedication to higher education; and

WHEREAS, In all of his roles, Michael R. Quinlan has shared his spirit of leadership, wisdom and insight with many in Chicago and beyond; and

WHEREAS, Michael R. Quinlan will remain involved as the honorary chair of Loyola University Chicago's Board of Directors; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend Michael R. Quinlan for his extraordinary business career and commitment to Loyola University and do hereby declare that July 24, 2013 shall be recognized as Michael R. Quinlan Day throughout the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael R. Quinlan.

CONGRATULATIONS EXTENDED TO TRINITY ACADEMY OF IRISH DANCE ON 30TH ANNIVERSARY.

[R2013-731]

WHEREAS, The Trinity Academy of Irish Dance is celebrating its 30th anniversary; and

WHEREAS, The Chicago City Council has been informed of this anniversary by Alderman Edward M. Burke; and

WHEREAS, Starting from humble beginnings, the Trinity Academy of Irish Dance has become a world-famous institution that has preserved the magic of the traditional repertory, while continuing to innovate within the dance form; and

WHEREAS, Trinity Irish dancers have thrilled appreciative audiences all over the world and added to the Chicago well-deserved reputation for excellence in the arts; and

WHEREAS, The Trinity Academy of Irish Dance operates 14 schools throughout Illinois and Wisconsin; and

WHEREAS, Trinity Irish Dancers have performed in Touchstone, Disney, Dreamworks and Universal films, and worked with directors Ron Howard on *Backdraft* and Sam Mendes on *Road to Perdition*; and

WHEREAS, Appearing on several acclaimed PBS programs, Trinity Dancers have also performed on "The Martha Stewart Show", "Late Night With Conan O'Brien", "Live With Regis", "Good Morning America" and "CBS This Morning"; and

WHEREAS, Trinity Irish Dancers have won 11 team gold medals and 33 World Championship titles for the United States; and

WHEREAS, Each year the Trinity Academy of Irish Dance gives back to the community through dozens of free performances at senior centers, children's hospitals and other public venues; and

WHEREAS, On August 6 and 7, 2013, at Elmhurst's Huizenga Auditorium, the Trinity Academy of Irish Dance will present a special performance, "Damhsa", featuring the Trinity Irish Dancers, Men of Trinity, Trinity's Touring Group and the premiere of several recent works; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend the Trinity Academy of Irish Dance for three decades of outstanding achievements; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Trinity Academy of Irish Dance.

CONGRATULATIONS EXTENDED TO 5-11 CLUB ON 60TH ANNIVERSARY.

[R2013-733]

WHEREAS, On Saturday, May 11, 2013, Chicago's 5-11 Club celebrated its 60th anniversary with a gala affair at the Hyatt Regency-O'Hare; and

WHEREAS, The Chicago City Council has been informed of this anniversary by Alderman Edward M. Burke; and

WHEREAS, The 5-11 Club currently operates two canteen trucks, one stationed on the Northwest Side of Chicago and another on the South Side; and

WHEREAS, The primary purpose of the 5-11 Club canteen trucks is to provide food and beverages for emergency responders and displaced civilians at the scene of extra-alarm fires and other disaster events; and

WHEREAS, The canteen trucks also serve food and refreshments at special events sponsored by the Chicago Police and Chicago Fire Departments; and

WHEREAS, From the beginning of 2000 to July of 2013, the 5-11 Club's canteen trucks have made more than 767 runs; and

WHEREAS, The 5-11 Club recently purchased three deck carts for each of the Chicago Fire Department's rehab rigs which will greatly facilitate the delivery of supplies; and

WHEREAS, The friendly volunteers manning the trucks create a welcome oasis of calm and warm hospitality that restore both the spirit and the body; and

WHEREAS, Over the course of six decades the 5-11 Club has provided vital assistance to Chicago's emergency responders and helped many cope with tragedy and loss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby thank the 5-11 Club for tireless support of our police and fire personnel; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the 5-11 Club in recognition of 60 years of loyal and generous service to Chicago.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN CULLERTON (38th Ward):

TRIBUTE TO LATE REVEREND THAD J. JAKUBOWSKI.

[R2013-734]

WHEREAS, The Most Reverend Thad J. Jakubowski 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 Alderman Timothy Cullerton; and

WHEREAS, The Most Reverend Thad J. Jakubowski was an auxiliary bishop emeritus and assistant vicar for senior priests of the Archdiocese of Chicago; and

WHEREAS, Ordained to the priesthood on May 3, 1950, the Most Reverend Thad J. Jakubowski was first assigned to St. Ann Church; and

WHEREAS, The Most Reverend Thad J. Jakubowski taught at Quigley Preparatory Seminary North where he was dean of students from 1957 to 1976; and

WHEREAS, The Most Reverend Thad J. Jakubowski was appointed pastor of St. Robert Bellarmine Church and served there until 1988 when he was ordained a bishop; and

WHEREAS, Among his many duties during his ministry, the Most Reverend Thad J. Jakubowski was the executive director of the Catholic League for Religious Assistance to Poland; and

WHEREAS, The hard work, sacrifice and dedication of the Most Reverend Thad J. Jakubowski serve as an example to all; and

WHEREAS, The Most Reverend Thad J. Jakubowski will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, the Most Reverend Thad J. Jakubowski 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 24th day of July 2013, do hereby commemorate the Most Reverend Thad J. Jakubowski 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 most Reverend Thad J. Jakubowski.

Presented By

ALDERMAN FOULKES (15th Ward):

CALL FOR DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT AND DEPARTMENT OF TRANSPORTATION TO ALLOCATE ALTERNATIVE PROGRAM FUNDING FOR NEW ENGLEWOOD REMAKING AMERICA TRAIL.

[R2013-735]

WHEREAS, The City of Chicago is a Home rule municipality recognized by the State of Illinois and the Federal government and its agencies; and

WHEREAS, The Chicago Metropolitan Agency for Planning (CMAP) is the Chicago regional planning agency recognized by the federal agencies to coordinate and administer various grant programs, including the Federal Transportation Alternative Program (TAP) Fund for the Chicago area; and

WHEREAS, The City of Chicago and its departments have introduced and implemented a host of public capital programs to improve road and alternative public ways for the use pedestrian friendly activities; and

WHEREAS, The City of Chicago is committed to becoming the nation's most preferred place for biking and pedestrian friendly activities; and

WHEREAS, The City of Chicago and CMAP through a grant from the U.S. HUD Office is implementing a Green Healthy Neighborhood Plan for the Englewood, Woodlawn and Washington Park communities to introduce various green district activities that includes, pedestrian friendly corridors, trails, urban farms and green economy jobs; and

WHEREAS, The City of Chicago and its Department of Housing and Economic Development (DHED) is pursuing activities to plan for the reuse of an abandoned elevated rail corridor (owned by the Norfolk Southern Railroad Company) along West 59th Street in the Englewood Community (Area 68) in order to create an urban bike and nature trail, known locally as the New ERA (Englewood Remaking America) Trail; and

WHEREAS, The City of Chicago has various capital funding programs such as Tax Increment Financing (TIF), General Obligation (GO) Fund, and the Motor Fuel Tax to name a few, as gap financing for major projects; now, therefore,

Be It Resolved, That the City of Chicago and its departments (DHED and CDOT) are instructed to coordinate, prioritize and allocate funds from one or more public capital funding sources, in order to agree on a local match for the Federal TAP Funds administrated by CMAP to implement the new ERA Trail; and

Be It Further Resolved, That the CDHED and CDOT report to the affected communities, responsible entities and interested parties the progress of the above action by the end of the third quarter of fiscal year 2013.

Presented By

ALDERMAN COCHRAN (20th Ward):

TRIBUTE TO LATE QUEEN ESTHER TRAMBLE.

[R2013-738]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Queen Esther Tramble; and

WHEREAS, The City Council has been informed of her passing by Willie B. Cochran, Alderman of the 20th Ward; and

WHEREAS, Married to Al Kindle, Queen Esther Tramble will be forever remembered by her family which includes: daughters, Surrebea Tramble and Chantia Kindle, Kamilah Kindle; sons, Darnell Johnson and Atukwe Kindle; sisters, Annie Tramble, Princetta Tramble, Telecia Tramble; brother, Troy Tramble; grandchildren, Mariah Perrin, Tyronnesha Watson, Daniel Roberts, Jr. and Adrian Johnson; and her close friends including Helen Bowman, Brenda Brown, Laura Bass and Lashawn Waiters; and

WHEREAS, The City of Chicago always played a large role in her life and it was here during Harold Washington's historic re-election campaign that she met her future husband Al Kindle when he recruited her as a volunteer; and

WHEREAS, Queen Esther Tramble married Al Kindle on October 26, 1996; and

WHEREAS, Throughout her life, she worked to improve the lives of Chicagoans with 15 years of service to the Chicago Housing Authority in various outreach positions. Her dedication to these families, especially children in public housing, will be greatly missed; and

WHEREAS, Her service to the community continued in her many volunteer and advocacy positions focusing on youth education and equal opportunity, for which she received numerous awards and community recognition; and

WHEREAS, Even more than her work, Queen placed the church and family paramount in her life. As a member of Christ Baptist Church she committed herself to the church choir and usher board. And as the matriarch of a large and lovingly devoted family, Queen worked to insure that everyone in her family received a proper education and used that education to excel in life; and

WHEREAS, Everyone that knew her will miss her big loving smile and the way she brightened up any room she was in; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby express our sorrow on the death of Queen Esther Tramble 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 Queen Esther Tramble.

CONGRATULATIONS EXTENDED TO SENIOR PASTOR BILL H. BROWN AND PASTOR DIANE BROWN FOR MINISTRY AND SERVICE TO WASHINGTON PARK COMMUNITY.

[R2013-736]

WHEREAS, John O. Coleman of Exodus M.B. Church ordained Pastor Bill H. Brown at the age of 19, and later Pastor Bill was licensed again under the leadership of Bishop R. J. Roff of the Prayer Tabernacle in the Non-Denominational Faith; and

WHEREAS, The Blessing Church of Pastor Bill H. Brown and Pastor Diane Brown established a home congregation in an abandoned warehouse, forging a new identity for those in the area; and

WHEREAS, The Church became known as Christ Unity Evangelistic Church, to symbolize hope and unity for the community; and

WHEREAS, Pastor Bill inherited Christ Unity Evangelistic House of Prayer from his mother and merged the young and growing congregation with the Interdenominational Pilgrim Assemblies of Brooklyn, New York to create a thriving ministry of renowned scope; and

WHEREAS, On September 19, 1987, Pastor Bill and Pastor Diane joined together in Holy Matrimony, serving as a model of strengthened family; and

WHEREAS, Their innovative and visionary leadership sought to transform and stabilize lives and restore families; and

WHEREAS, Pastor Bill was elevated to the office of the jurisdictional presbyter of the Pilgrim Assemblies of Illinois, and in 2003, Presbyter Bill became the overseer of the 3rd Episcopal Diocese of Illinois; and

WHEREAS, Pastor Diane has an accomplished career as a Minister of Music for several Catholic Archdiocese Schools, serving to enlighten and enrich individuals through self-expression and emotional fulfillment; and

WHEREAS, Pastor Diane, affectionately known as "Lady Di", became a powerful organizer and leader in gospel music production, including administration in WW Productions, Inc., Singsation Gospel Entertainment television as well as BMOA McDonald's and Quaker Oats Choir Competition; and

WHEREAS, Pastor Diane is the organizer of the Women Agape Ministries of Christ Unity, where she implements her "Kingdom Women Rock Network" designed to empower women in the community; and

WHEREAS, Together, this couple created Kingdomcentric International World Ministries of Bill H. Brown, and ignited the incorporation of Community Rethinking Economic Development Opportunities, specializing in food outreach and after school programming; and

WHEREAS, Pastor Bill and Pastor Brown have dedicated their lives and talents to serving the community, espoused by the 13 evidences of progression: family, faith, finances, prayers to God, time of worship, gifts, anointing, skills, acquisition of knowledge and wisdom, revelation, service to others, giving to others and finally their ability to lead others; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., congratulate the ministry of Pastor Bill H. Brown and Pastor Diane Brown; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Bill H. Brown and Pastor Dianne Brown and their Christ Unity Evangelistic Church as a symbol of their continuing and lasting service to the community.

CONGRATULATIONS EXTENDED TO PROPHETESS RONA MOBLEY-WELLS FOR DEDICATED SERVICE TO ENGLEWOOD COMMUNITY.

[R2013-737]

WHEREAS, Prophetess Rona Mobley-Wells is an influential spiritual leader in the Englewood community through the Prophetess Rona Mobley-Wells Global Ministries; and

WHEREAS, She also serves the community as the founder of the Daughters of Israel and Women's Coalition Program, which has reached 2,000 women to help them pursue their passions and dreams through motivational education; and

WHEREAS, Prophetess Rena Mosley Wells is the author of [illegible] entitled, [illegible] For Your Soul and [illegible] For Your [illegible]; and

WHEREAS, Along with her husband, Ivan W. Wells, Rena helps feed hundreds of community residents every Friday with their food program; and

WHEREAS, Her service to the ministry and the community is an inspiration to every life she touches; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July, 2013 A.D., honor Prophetess Rena Mosley Wells for her 25 years of service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rena Mosley Wells at her Ministry Anniversary Service on Friday, July 26, 2013.

Presented By

ALDERMAN BROOKINS (21st Ward):

TRIBUTE TO LATE MARY HELEN DAVIS

[R2013-728]

WHEREAS, On Saturday, July 6, 2013 we want to pay special tribute to Mrs. Mary Helen Davis, formerly a longtime resident of the 21st Ward for cultivating a garden [illegible] with fresh vegetables and flowers. Mrs. Davis was called home by her Heavenly Father on March 30, 2013. As her spirit quietly departed from her physical body, her loving husband Eddie Davis, loving son, Tommie Griffin, and devoted [illegible] siblings, Christine Griffin, Annie Griffin, Leroy Griffin and Mildred Crawford, whom preceded her in death, met her at Heaven's Gate shouting, "Thank you Lord for bringing her home."; and

WHEREAS, The scripture states, "My sheep know my voice and a stranger they will not follow." Mrs. Mary Helen Davis refused to allow her integrity to be tainted with false promises. Mrs. Davis' lifestyle always exemplified the character of a Proverbs 31 woman. She knew how to pray, fast and when to be still; and

WHEREAS, Mrs. Mary Helen Davis tirelessly gave of herself to her community and family and she always remained faithful to handling her personal business affairs and always carried an optimistic spirit even in some of the most difficult times of life. Mrs. Davis was an exceptional woman inside and out, an absolute gem, and definitely one that we will forever cherish within our hearts everyday moving forward; and

WHEREAS, Mrs. Helen Davis leaves to cherish her loving memories her two sons, Carl Griffin (Tanurde) and Anderson Griffin (Kristen); and four stepchildren, Lola Davis, Janette Lockett (Felix), Phelisha Smith, and Paul Smith. She also leaves behind nine grandchildren and one great-grandchild who were the absolute joy of her life, Latrina, Carl, Jr., Keila, Arianna, Willie, Tana, Aaron, Neema, Laila, and Carla; one brother, Spencer (Mildred); and four sisters, Bertha Shaw, Idella Davidson (Curtis), Minnie Gilmore (Edward) and Patricia Anderson. There are many others who held a special place in Mary Helen's heart, including her in-laws, step-grandchildren, a host of nieces, nephews, cousins, and friends that are too many to name; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, will gather together on the 24th day of July 2013 A.D., to express their warmest wishes in the celebration of Mrs. Mary Helen Davis and extend to her family and friends our many blessings; and

Be It Further Resolved, that a suitable copy of this resolution be prepared and presented to the family of Mrs. Mary Helen Davis.

Presented By

ALDERMAN BURNETT (27th Ward) And
ALDERMAN FIORETTI (2nd Ward):

CONGRATULATIONS EXTENDED TO PALACE GRILL ON 75TH ANNIVERSARY.

[2013-666]

WHEREAS, The Original Palace Grill, an outstanding restaurant and an icon in its West Side community, is observing its 75th anniversary; and

WHEREAS, The Palace Grill had been originally named DeMars Grill when it was established in 1938, but was renamed in 1950 when it was purchased by Gus and Mike Alpoginas. The Lemperis family has owned this delectable diner since 1955 and the hospitable current owner, George Lemperis, has been working there since 1979. When he became its manager in 1998, he expanded its capacity. With its comfortable seating, diners are now able to enjoy a delicious meal. Its hearty breakfast has been voted the best in the City by *Chicago Sun-Times* food critic, Pat Bruno; and

WHEREAS, The Palace Grill has seen a variety of famous customers ranging from local radio and TV personalities like Oprah Winfrey, to government officials such as former Vice-President Al Gore, the Prime Minister of Russia and the previous Mayor of this city, Richard M. Daley. It is also a favored eatery of the Chicago Blackhawks, and their coach, Joel Quenneville; and

WHEREAS, The Honorable Walter Burnett, Jr., Alderman of the 27th Ward, and the Honorable Robert W. Fioretti, Alderman of the 2nd Ward, have apprised this august body of the significant milestone of this venerable community pillar whose motto is, "Where Good Friends Meet Since 1938"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby salute the Original Palace Grill as it celebrates its diamond jubilee, and express our best wishes for outstanding continued success for decades to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to George Lemperis, operator of the Original Palace Grill.

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO DARLENE PAVLIK ON RETIREMENT AS ASSISTANT SERGEANT-AT-ARMS FOR CHICAGO CITY COUNCIL.

[R2013-749]

WHEREAS, Darlene Pavlik, an outstanding public servant and member of her community, has retired after 37 years of service with this city; and

WHEREAS, After beginning her career in City government in 1974, she became an administrative assistant to 33rd Ward Alderman Richard F. Mell the following year. During the years that followed, she was his landlord/tenant/building court advocacy director, co-editor and reporter for the 33rd Ward's community newspaper, a coordinator for the 33rd Ward graffiti blasters and the founding director of the 33rd Ward Community Service Program; and

WHEREAS, In addition, Darlene Pavlik assisted with United States Census and redistricting map projects for the decennial years 2000 and 2010. From 2003 to 2007, she was the director of the Legislative Reference Bureau that drafts resolutions, ordinances and orders for all 50 aldermen; and

WHEREAS, From 2007 until she retired, Darlene Pavlik was an assistant sergeant-at arms for this legislative body. Her retirement leaves her more time to spend with her son David Pavlik; and

WHEREAS, The Honorable Richard F. Mell, Alderman of the 33rd Ward, has apprised this august body of Darlene Pavlik's significant milestone; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby salute Darlene Pavlik for almost four decades of meritorious public service and extend our very best wishes for health, happiness and success in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Darlene Pavlik.

GRATITUDE EXTENDED TO CHICAGO POLICE OFFICERS PEDRO ZAPATA AND RAFAEL BORIA FOR APPREHENSION OF JUVENILE OFFENDERS.

[R2013-677]

WHEREAS, On May 18, 2013, Chicago Police Officers Pedro Zapata (Star Number 19467) and Rafael Boria (Star Number 12800), responding to a disturbance call at the Belmont CTA train stop and arrested three juvenile offenders for strong-arm robbery; and

WHEREAS, The area surrounding DePaul University has experienced an uptick in a pattern of robberies and thefts, with the perpetrators targeting mobile phones, credit cards and other personal belongings. The Chicago Police Department increased patrols in the area, particularly on the CTA trains and stations; and

WHEREAS, Officers Zapata and Boria were working on the CTA Red Line patrol and responded to a violent disturbance call at the Belmont CTA stop where perpetrators had allegedly threatened victims with violence in the process of robbing them. The officers detained three suspects, and the resulting search of the suspects revealed stolen items from several victims. The officers were able to return the items to their rightful owners; and

WHEREAS, The Honorable Richard F. Mell, Alderman of the 33rd Ward, has apprised this august body of the outstanding police work of Officers Pedro Zapata and Rafael Boria; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013, do hereby salute Officers Pedro Zapata and Rafael Boria for their outstanding police work, and recognize that their actions on May 18, 2013 has led to a safer environment for this city's citizens; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Officers Pedro Zapata and Rafael Boria and placed in their personnel files.

CONGRATULATIONS EXTENDED TO TRINITY IRISH DANCE SCHOOL ON 30TH ANNIVERSARY.

[R2031-750]

WHEREAS, Trinity Irish Dancers, a revolutionary Irish dance school, is celebrating its 30th anniversary of providing service to this city and entertainment to the world; and

WHEREAS, The Trinity program is held together by its powerful philosophy of empowerment that teaches its students life lessons both on and off the dance floor. Trinity strives to give back to the community through numerous community performances. Last year, Trinity Irish Dancers provided more than 200 shows for the Illinois area with roughly 50 being free outreach performances at senior centers, children's hospitals and other community centers; and

WHEREAS, Trinity Irish Dancers have appeared in numerous media venues, both local and national, including "The Tonight Show" with Johnny Carson and Jay Leno, "Conan", "CBS This Morning", "The Today Show", "Good Morning America", "The Martha Stewart Show", and the "Jerry Lewis MDA Telethon". Their appearances on PBS television have garnered them two Emmys; and

WHEREAS, Trinity Irish Dancers have recently acquired the services of Dolores Taaffe, a Dublin, Ireland native and one of the world's premier Irish dance teachers. She has coached many Irish dancers to world champion titles. Trinity Irish Dancers have earned 11 team gold medals and 33 titles at the World Irish Dance Championships. Under the direction of Dolores Taafee, the program has won an unprecedented two solo world championship titles for the United States; and

WHEREAS, The Honorable Richard F. Mell, Alderman of the 33rd Ward, has apprised this august body of Trinity Irish Dancers three decades of outstanding accomplishments and the school's significant contributions to our city's cultural landscape; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled here this 24th day of July 2013 A.D., do hereby congratulate Trinity Irish Dancers on the occasion of their 30th anniversary and wish them continued success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Trinity Irish Dancers.

Presented By

ALDERMAN AUSTIN (34th Ward):

CONGRATULATIONS EXTENDED TO MOTHER FANNIE MURRY ON 100TH BIRTHDAY.

[R2013-667]

WHEREAS, It is with great pleasure that the City Council of the City of Chicago is hereby informed of the observance of Mother Fannie Murry's 100th birthday; and

WHEREAS, Mother Fannie Murry will celebrate her centennial birthday, Sunday September 1, 2013, thereby reaching a milestone few are fortunate to achieve; and

WHEREAS, Fannie and Marshall Murry were united in Holy Matrimony and shared 48 years of happiness together with their 12 children. They were both born in Mississippi and worked in the cotton fields. This loving couple moved to Chicago and Marshall Murry was employed as a construction worker while Fannie took care of their home and their children; and

WHEREAS, Mother Fannie Murry, an enthusiastic, active, and much-loved citizen has had a fulfilling life. She never smoked, drank nor drove a car. Fannie actively continues to do ministry work and be of service to others. She has instilled strong spiritual morals to five generations and continues to stress the importance of respect towards others; and

WHEREAS, Mother Fannie Murry is a remarkable person and an inspiration to all who have reached their centenarian years and a treasured matriarch to her grateful and loving family; and

WHEREAS, Cognizant of the history to which Mother Fannie Murry has both witnessed and contributed, this devoted and cherished wife, mother, grandmother of 32, great-grandmother of 52, great-great-grandmother of 43, good friend and neighbor, is richly deserving of the adulation and good wishes she is offered as she celebrates entering her second century; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward, has apprised this august body of the milestone observance of Mother Fannie Murry's centennial years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of July 2013 A.D., do hereby extend to Mother Fannie Murry our best and most fervent wishes for a grand celebration worthy of her 100th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mother Fannie Murry.

CONGRATULATIONS EXTENDED TO MOUNT CALVARY BAPTIST CHURCH ON 85TH ANNIVERSARY.

[R2013-668]

WHEREAS, Mount Calvary Baptist Church was born on Sunday September 9, 1923, being blessed and honored with pastors who have embraced mission ministries and their vital role in ministering and serving the needs of "The Total Man"; and

WHEREAS, Over the past 85 years, Mount Calvary has formed and reinstituted mission ministries that have been committed to comforting the sick, providing food, clothing, shelter and comfort to those who are in need. It teaches and brings people to Christ through witnessing and evangelizing as well as fostering an atmosphere of spiritual growth and social fellowship to all generations; and

WHEREAS, Reverend Tyrone Crider, Sr. was called as interim pastor of Mount Calvary in February 2003 and later in May 2003 was elected pastor. He embraces this role over a five generation church and reaches each generation with love and care along with having a passion for youth and children; and

WHEREAS, Reverend Crider had stated that it is a rewarding opportunity from God for him to serve a vibrant active community of faith as well as mentioning the diversity in ages combines experience with energy and wisdom with youth that enhances the ever growing membership at Mount Calvary Baptist Church; and

WHEREAS, Mount Calvary Baptist Church has shown love through their Christian service and today remains "The Little Church on the Alley" where God is given the glory, where spirit-filled souls are evident, and where everyone is someone. It is a citadel for worship, a tabernacle for personal devotion, a spiritual theater with a stage for drama of human destiny, and a church where you find heart and mind working together for that effective union of both God and man; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward has apprised this august body of this auspicious and the significant honor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby proclaim the celebration of the 85th anniversary of Mount Calvary Baptist Church in Chicago and extend our best wishes in its future success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mount Calvary Baptist Church and its pastor, Reverend Tyrone Crider, Sr.

Presented By

ALDERMAN MITTS (37th Ward):

TRIBUTE TO LATE RUTHIE L. REYNOLDS.

[R2013-678]

WHEREAS, The members of this City Council Chamber were deeply saddened to learn of the passing of Ruthie L. Reynolds on July 10, 2013, an outstanding citizen of the Austin community in Chicago, by 37th Ward Alderman Emma Mitts. Recently, Ruthie L. Reynolds finished her race as a strong Christian woman of faith and has ascended to receive her crown of righteousness in the hallowed halls of heaven; and

WHEREAS, Ruthie L Reynolds, known to everyone as "Sue", was born into existence on June 2, 1963 in Chicago, Illinois to Billy H. Reynolds and Mary Glover, one of seven children born of this loving union; and

WHEREAS, Ruthie L. Reynolds received her spiritual direction from Christ at an early age and was baptized at White Cloud Church, under the leadership of the late Pastor T. J. Murray, and later a member of True Holiness Church of God in Christ (COGIC) under the leadership of her father, Bishop Billy H. Reynolds, where she was a member of the choir. She loved singing, and was a talented writer of plays and short stories. Ruthie remained active in the church until her health failed; and

WHEREAS, Ruthie was educated at Lincoln Elementary in Harvey, Illinois and graduated from Thornton Township High School, also in Harvey, Illinois. Further, Ruthie L. Reynolds was employed by Marshall Fields for 15 years; she then worked at Addus Healthcare for over four years; and

WHEREAS, Ruthie was the fifth of seven children, and when she transitioned from life on July 10th, she joined her two brothers who preceded her in death: Billy H. Reynolds, Jr. and Richard E. Reynolds; and

WHEREAS, Ruthie leaves to cherish her precious memories her parents: mother, Ms. Mary Glover; father, Bishop Billy H. Reynolds (Ann) of Chicago, Illinois; two daughters, Tonika Bromley of Florida and Jody Reynolds of Chicago; three sons, Richard Reynolds, Billy Watts and Krystain Watts; two sisters, Cora Reynolds Watson (James) and Sandra Reynolds of Chicago, Illinois; two brothers, Jay of Fort Wayne, Indiana; James Reynolds of Chicago, Illinois; two grandchildren, Marc A. Bromley, Jr. and Ameriah S. Lee; a very special individual Aisha Ward, and a very special aunt and uncle Dorothy and James Owens, as well as a host of aunts, uncles, nieces and nephews and friends, and two special cousins, Sylvia Mitchell and Theresa Byrd; and

WHEREAS, Ruthie L. Reynolds was well-known and beloved for her quick smile, soft and warm heart and a deep commitment to making life better for all, she also enjoyed celebrating with close friends and relatives, with a unique gift for making everyone feel comfortable; and

WHEREAS, On July 10, 2013 after a season of illness, she took her well-deserved earthly rest and quietly left this life taking up residence in her new heavenly home; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 24th day of July 2013, do hereby applaud the exceptional life of the late Ruthie L. Reynolds on the behalf of the citizens of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Ruthie L. Reynolds as a sign of our sympathy and good wishes.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE NORAH G. BRENNAN.

[R2013-679]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Norah G. Brennan, nee Moylan, on July 15, 2013, 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, The beloved wife of the late Anthony; loving mother of Maureen (the late Tony Keane), Eileen (Fred) Millard, Sheila, Noreen, and Kevin (Elaine); dear "Gramma Norah" of Connor and Sam Millard, Tyler and Dylan Brennan; treasured aunt, grand-aunt and friend of many, Norah leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Born on March 25, 1922, in Tubber in County Galway, Ireland, to the late John and Mary Ann Moylan, Norah was the youngest of 10 children, all of whom preceded her in death; and

WHEREAS, Norah was a member of St. Edward Parish and a founding member of the Irish American Heritage Center, where a commemorative stone in front of the building bears her name; and

WHEREAS, Norah 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 24th day of July 2013, do hereby express our sorrow on the death of Norah G. Brennan and express 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 Norah G. Brennan as a token of our honor, gratitude and respect.

TRIBUTE TO LATE RUTH CURTIS LINGENFELTER.

[R2013-680]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Ruth Curtis Lingenfelter in Belton, Missouri, on July 11, 2013 at the age of 90; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Ruth Curtis Lingenfelter was an active and vital member of her community. The loving mother of Thomas Curtis of Hermitage, Missouri, Dee Anne Hansen of Farmington, Missouri, Dwight Curtis of Chicago, Illinois, and Nancy Curtis of Kansas City, Missouri; treasured grandmother of 13 grandchildren; and cherished great-grandmother of 16 great-grandchildren, Ruth was preceded in death by her parents; her husbands, the late Colby Albert Curtis in 1997 and the late Dr. Fred Lingenfelter in 2011; her brother, Woodrow; her sister, Edith and her grandson, Michael Curtis. Ruth leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, An active and vital member of her community, Ruth was born on March 10, 1923 in Henrietta, Oklahoma, graduated from Eldorado Springs High School and then relocated to Kansas City in 1955. Ruth worked as a secretary at Richards Gebaur Air Force Base until she retired in 1979; was a member and organist of the Belton Presbyterian Church and was also a member of the Eastern Star; and

WHEREAS, Ruth touched the lives of all who knew her through her kindness, her generosity, her heart, and her spirit. She 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 24th day of July 2013, do hereby express our sorrow on the death of Ruth Curtis Lingenfelter and express 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 Ruth Curtis Lingenfelter as a token of our honor, gratitude and respect.

TRIBUTE TO LATE LAURA SIRAGUSA.

[R2013-681]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Laura Siragusa, nee Quartana, on June 29, 2013; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, The beloved wife of the late Christy J. Siragusa; loving mother of Anthony (Joy) Siragusa; cherished grandmother of Lauren M.; step-grandmother of Matthew (Amy) Solmos and step great-grandmother of Bryn A. Solmos; loving sister of the late Ciro, Philip and Sylvester Quartana; dear sister-in-law of Louise Avery, Annette Siragusa, Mamie DiMaggio, Stella Quartana; and treasured aunt of many nieces, nephews, great-nieces and great-nephews, Laura leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Born on April 1, 1922 to the late Anthony and Catherine Quartana, Laura had been a member of the Mayfair neighborhood for over 50 years and was the matriarch of Lowell Avenue; and

WHEREAS, Laura 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 24th day of July 2013, do hereby express our sorrow on the death of Laura Siragusa and express 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 Laura Siragusa as a token of our honor, gratitude and respect.

TRIBUTE TO LATE NORMAN F. SIRIANNI.

[R2013-682]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Norman F. Sirianni, on June 28, 2013, at the age of 82; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, The beloved husband of Catherine to whom he was married for 57 years; loving father of Frank (Linda), Beth (Fred) Paretta, Steve (Dawn), David (Donna) and

Carol (Mark) Nesci; cherished grandfather of Tony, Stephanie, Olivia, Owen, Hailey, Maxwell, Catherine and Matthew; treasured brother of the late Frank, George, Florence and Tomasina; and fond cousin, uncle, friend and colleague of many, Norman leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Norman was born on August 3, 1930, in Pittsburgh, Pennsylvania to the late Pasquale and Elizabeth Sirianni and passed away at Skokie North Shore Hospital with his beloved wife, five adoring children, devoted eldest grandson, caring niece and other beloved family members by his side; and

WHEREAS, Norman 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 24th day of July 2013, do hereby express our sorrow on the death of Norman F. Sirianni and express 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 Norman F. Sirianni as a token of our honor, gratitude and respect.

TRIBUTE TO LATE MARY SLINGERLAND.

[R2013-683]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Mary Slingerland, on June 10, 2013, at the age of 93; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Mary, a resident of the Albany Park/North Park community for at least 40 years was predeceased by all of her relatives, however she did have many dear friends and acquaintances. Mary leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, As a conservationist, Mary dedicated herself to the preservation of trees and nature; and

WHEREAS, Mary had moved to the Fairmont Care Center on North Pulaski Road, from her home on Carmen Avenue, where she was thought of as a wonderful neighbor; and

WHEREAS, Mary 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 24th day of July 2013, do hereby express our sorrow on the death of Mary Slingerland and express to her extended family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the extended family and friends of Mary Slingerland as a token of our honor, gratitude and respect.

TRIBUTE TO LATE PATRICK JOSEPH SULLIVAN.

[R2013-684]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Patrick Joseph Sullivan on July 4, 2013, at the age of 68; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Patrick Joseph Sullivan was an active and vital member of his community. The loving husband of Patricia Tuchman; dear father of Thomas W. (Carole Bilodeau) Sullivan and Michael (Pam) Sullivan; and beloved grandfather of Wilbert Gerard, Arista and Meredith Sullivan. Patrick leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Patrick 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 24th day of July 2013, do hereby express our sorrow on the death of Patrick Joseph Sullivan 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 Patrick Joseph Sullivan.

CONGRATULATIONS EXTENDED TO CARRIE RADABAUGH AND JOHN RIORDAN ON BIRTH OF SON, THOMAS KENNEDY RIORDAN.

[R2013-685]

WHEREAS, Parents Carrie Radabaugh and John Riordan brought a brand new baby into the world on Wednesday, June 19, 2013; and

WHEREAS, On that date, Thomas Kennedy arrived, all seven pounds, nine ounces and stretching the tape to 21 inches; and

WHEREAS, The joy spread to the family's many dear friends and loving relatives, particularly his brother, Richard James; his grandparents, Mary Riordan, Joan Maxwell and Dennis Radabaugh; his loving aunt, Sarah Riordan; uncles Matt and Daniel Riordan and John Radabaugh; and cousins Katherine, Abigail and John Riordan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 24th day of July 2013 A.D., do hereby extend our heartiest congratulations to Carrie Radabaugh and John Riordan and proudly welcome their son, Thomas Kennedy Riordan, into the world where we are confident he will grow, prosper and make many significant contributions to the world; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas Kennedy Riordan.

Presented By

ALDERMAN P. O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED TO TRINITY IRISH DANCERS ON 30TH ANNIVERSARY.

[R2013-744]

WHEREAS, The Trinity Irish Dancers are celebrating their 30th anniversary of providing entertainment and service to the Chicagoland community, thrilling audiences with their inspiring showmanship, and have been a flagship for dance programs worldwide; and

WHEREAS, Trinity was the birthplace of "progressive Irish dance" which opened the artistic pathways that led directly to commercial shows like Riverdance; and

WHEREAS, Trinity has 14 locations throughout Illinois and Wisconsin and the school has appeared in numerous feature films, local television broadcasts, and on national television programs including: "The Tonight Show" with Johnny Carson and Jay Leno, "Conan", "CBS This Morning", "The Today Show", "Good Morning America", "The Martha Stewart Show", and the "Jerry Lewis MDA Telethon", in addition to winning two Emmy Awards for appearances on PBS; and

WHEREAS, Trinity has one of the greatest Irish dance teachers in the world, Dolores Taaffe, and Trinity was thrilled when she chose to move from Dublin, Ireland, to make Chicago her home, bringing her amazing talent to Trinity as their new coach and choreographer; and

WHEREAS, Dolores Taaffe has been called by some as "the Bela Karolyi of Irish Dance", having coached countless Irish dancers to world champion titles, and her level of teaching will elevate the entire North American Irish dance industry; and

WHEREAS, Trinity has earned 11 team gold medals, 33 titles at the World Irish Dance Championships, and this year alone under the direction of Dolores Taaffe, has won an unprecedented two solo world champion titles for the United States; and

WHEREAS, Trinity's program is held together by its philosophy that teaches students life lessons both on and off the dance floor and Trinity strives to give back to the community through numerous community performances where last year they provided roughly 50 free outreach performances at Misericordia, senior centers, and children's hospitals; and

WHEREAS, Trinity Irish Dancers are looking forward to hosting the upcoming premier dance performance, "Damhsa", which will take place August 6 and August 7, and which will be emceed by accomplished Irish dancer and newly crowned Miss Illinois, Brittany Smith, where the Trinity Irish Dancers will be featured along with Men of Trinity and Trinity's Touring Group, fresh from their summer tours in France and Poland; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this 24th day of July 2013, do hereby congratulate the Trinity Irish Dancers on their many accomplishments leading up to their 30th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Trinity Irish Dancers.

Presented By

ALDERMAN M. O'CONNOR (41st Ward):

COMMENDATIONS EXTENDED TO CHICAGO VOTES FOR EFFORTS TO INCREASE AWARENESS AND ACCESSIBILITY TO ELECTORAL PROCESS.

[R2013-669]

WHEREAS, An engaged electorate is the foundation of good government; and

WHEREAS, It is in the best interest of Democracy to eliminate unnecessary barriers to voter registration and ensure the participation of all those eligible to cast a ballot on election day; and

WHEREAS, Young Chicagoans between the ages of 18 and 25 have traditionally been among the least engaged in the Democratic process; and

WHEREAS, Chicago Votes seeks to engage this overlooked cohort by increasing awareness of the electoral process, working with community groups to provide greater outreach, and simplifying the voter registration process; and

WHEREAS, Chicago Votes has been a staunch advocate for the modernization of the voter registration process in the City of Chicago and the State of Illinois; and

WHEREAS, Chicago Votes played an instrumental role in the passage in the Illinois General Assembly of a law establishing online voter registration in Illinois and ushering in a new era of civic engagement; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, present here this 24th day of July 2013, do hereby commend Chicago Votes on their efforts to make the electoral process accessible to all; and

Be It Further Resolved, That a suitable copy of this resolution be provided to the leadership of Chicago Votes.

Presented By

ALDERMAN REILLY (42nd Ward):

RECOGNITION OF 50TH ANNIVERSARY OF 400 EAST RANDOLPH BUILDING.

[R2013-745]

WHEREAS, 400 East Randolph Street was originally built as an apartment community -- opened in 1963, making it the first building built east of Lake Shore Drive -- known as Outer Drive East when it opened; and

WHEREAS, The architectural firm that designed the building was Hirschfield, Pawlan and Reinheimer and the developer was the Jupiter Corporation. The building was originally built of 955 units that included a rooftop restaurant which was converted into two penthouse units on the 40th floor. In 1973, the building was converted to a condominium building; and

WHEREAS, The building is the largest condominium building under one roof in the State of Illinois, and one of the largest in the country; and

WHEREAS, 400 East Randolph rises 415 feet and 40 stories, the building features a glazed brick facade supported by poured concrete and steel superstructure, with eight passenger elevators and two freight elevators; and

WHEREAS, Nearly 1,900 people reside in the building and it is governed by a nine member elected Board of Directors and is managed by The Habitat Company of Chicago. It has among its amenities one of the very few geodesic dome swimming pools in the country, and has a recently remodeled fitness center known as the 400 Fitness & Spa for its residents; and

WHEREAS, It has recently completed a 5-year, $27.6 Million capital improvement that replaced all of its vertical risers, major infrastructure improvements and the total hallway remodeling of the 32 residential floors; and

WHEREAS, Two movies were filmed in the building -- *Nothing in Common* with Jackie Gleason and Tom Hanks in *1986*, and *Eyes of an Angel* with John Travolta in 1991; and

WHEREAS, Recipient of the Good Neighbor Award in 2010 for Mixed Use Renovation by the Chicago Association of Realtors. 400 East Randolph now consists of 956 units, including 942 residential and 14 commercial units; and

WHEREAS, The Honorable Brendan Reilly, Alderman of the 42nd Ward, has apprised this eminent body of this auspicious occasion; now, therefore,

Be It Resolved, That we, the Mayor and Council members of the City of Chicago, assembled here this 24th day of July 2013 A.D., do hereby honor and recognize the 50th anniversary of 400 East Randolph; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to the condominium board at 400 East Randolph.

CONGRATULATIONS EXTENDED TO ROBERT VANDERBILT ON RETIREMENT.

[R2013-746]

WHEREAS, Robert Vanderbilt, parking attendant at the Central Parking Garage, has officially announced his retirement; and

WHEREAS, The Chicago City Council has been informed of his decision by the Honorable Brendan Reilly; and

WHEREAS, Robert Vanderbilt has been a fixture of Central Parking Garage for an incredible 45 continuous years; and

WHEREAS, Joining Central Parking Garage in 1968, Robert Vanderbilt has given service to many city, county, and state employees and general public over the years; and

WHEREAS, A hardworking man, Robert Vanderbilt has set an example for the young people in this community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 24th day of July 2013, do hereby commend Robert Vanderbilt for his decades of hard work; and

Be It Further Resolved, That suitable copy of this resolution be presented to Robert Vanderbilt.

Presented By

ALDERMAN TUNNEY (44th Ward):

CONGRATULATIONS EXTENDED TO MARK HOWARD AND TRINITY IRISH DANCERS ON 30TH ANNIVERSARY.

[R2013-747]

WHEREAS, Over the past 30 years, Trinity Irish Dancers has provided entertainment and service to the Chicagoland community with a new concept of progressive Irish dance, making all events extraordinary; and

WHEREAS, Alderman Thomas Tunney has learned of this anniversary milestone; and

WHEREAS, Trinity Irish Dancers, established 30 years ago by Mark Howard, at age 17, have thrilled audiences worldwide with their inspiring showmanship and been a flagship for Irish dance programs; and

WHEREAS, Currently, Trinity Irish Dancers have 14 locations throughout Illinois and Wisconsin, earning 11 team gold medals and 33 titles at the World Irish Dance Championships; and

WHEREAS, Trinity Irish Dancers has appeared in numerous feature films, on local television broadcasts and on national television programs including: the "Tonight Show" with Johnny Carson and Jay Leno, "Conan", "CBS This Morning", "The Today Show", "Good Morning America" and the "Martha Stewart Show", and winning two Emmy Awards for appearances on PBS; and

WHEREAS, The Trinity program is held together by its powerful philosophy of empowerment that teaches students life lessons both on and off the dance floor, striving to give back to the community through numerous community performances. Last year alone we provided over 200 shows for the Illinois area; with roughly 50 being free outreach performances at Misercordia, senior centers, and children's hospitals; and

WHEREAS, This year, Trinity welcomes Dolores Taaffe, one of the greatest Irish dance teachers in the world. She brings her amazing talent to Trinity as their new coach and choreographer for the Trinity Irish Dancers and will revolutionize Irish dance in the United States. Her level of teaching will elevate the entire North American Irish dance industry. She has been called by some as "the Bela Karolyi of Irish dance" having coached countless Irish dancers to world champion titles; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, assembled the 24th day of July 2013, do hereby commend Trinity Irish Dancers and Mark Howard on their outstanding commitment to the City of Chicago, by preserving the legacy of Irish dance and providing a creative outlet and professional livelihood for their dancers; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the owners of Trinity Irish Dancers.

Presented By

ALDERMAN PAWAR (47th Ward):

TRIBUTE TO LATE GEORGE J. POULOS.

[R2013-748]

WHEREAS, Almighty God, in His infinite wisdom, has called to his eternal reward George J. Poulos, beloved citizen and dedicated public servant, after succumbing to complications arising from his more than decade-long battle with multiple scleroses; and

WHEREAS, George J. Poulos was born in this city and attended St. Gregory Grammar School from 1952 to 1959. He attended DePaul University on a basketball scholarship and graduated in 1968 with a bachelor in science of physical education; and

WHEREAS, George J. Poulos was employed in 1969 by the Chicago Park District as an hourly instructor and rose through the ranks to eventually become supervisor of Clarendon Park. In 1973, he became supervisor of Welles Park, known as this city's premier neighborhood park, and was a significant milestone in his career; and

WHEREAS, Now being in a position that recognized him as a mentor and leader, George developed several youth programs such as expanding the Little League program from a six-team league to a 38-team league with four divisions in 1989. Additionally, he coordinated the Ed Kelly Sports Program that benefitted thousands of neighborhood children and founded the Bitty Basketball program as well as "Jr. Bears" football in 1974. As part of the Therapeutic Recreation program, he created a recording studio with his colleagues within the park's field house for people with special needs; and

WHEREAS, George J. Poulos left Welles Park in 1990 and was promoted to Host Park supervisor, where he oversaw all physical activities for many of the north side parks including his beloved Welles Park. Honoring his effort served to Welles Park and its community, the playground there was named the "George J. Poulos Playground", dedicated to his commitment and service to the park; and

WHEREAS, In 2009, the 2300 block of West Sunnyside Avenue, adjacent to Welles Park, was renamed as "Honorary George J. Poulos Way". At the ceremony unveiling the honorary street sign, George was joined by the former 47th Ward Alderman, officials from the Chicago Park District and many residents of the Lincoln Square community; and

WHEREAS, George J. Poulos suffered from multiple scleroses for more than 11 years and had been wheelchair-bound. He leaves behind to celebrate his memory and mourn for his loss his loving wife, Michele Turone, and his beloved sister, Martha Schaffrath; and

WHEREAS, The Honorable Ameya Pawar, Alderman of the 47th Ward, has informed this august body of the passing of George J. Poulos; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby express our sincerest sorrow upon learning of the passing of George Poulos and extend our deepest sympathies to his family, friends and all the many people whose lives he has touched; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of George Poulos.

CONGRATULATIONS EXTENDED TO DE VRY UNIVERSITY ON GRAND OPENING OF CHAMBERLAIN COLLEGE OF NURSING FACILITY.

[R2013-686]

WHEREAS, DeVry is a global provider of educational services and the parent organization of Advanced Academics, American University of the Caribbean School of Medicine, Becker Professional Education, Carrington College, Carrington College California, Chamberlain College of Nursing, DeVry Brasil, DeVry University, Ross University School of Medicine and Ross University School of Veterinary Medicine. These institutions offer a wide array of programs in business, healthcare, technology, accounting and finance; and

WHEREAS, Established in 1931, DeVry University is one of the largest private sector universities in North America with 10 locations in the Chicagoland area, over 95 in the United States; and

WHEREAS, For over 120 years, Chamberlain College of Nursing has been at the forefront of excellence in nursing education. Chamberlain is increasing access to nursing education nationally with locations offering the three-year bachelor of science in nursing degree program and flexible online programs like the RN to BSN option, master of science in nursing degree program, doctor of nursing practice degree program and graduate certificates; and

WHEREAS, DeVry University Advantage Academy was launched in Chicago in 2004 in partnership with then-CEO of Chicago Public Schools and current Secretary of Education Arne Duncan. DeVry University Advantage Academy is a dual enrollment, dual degree program contributing to national postsecondary success. With four locations across the country, the Advantage Academy provides a tuition-free program to underrepresented high school students to give them a head start on college and a career; and

WHEREAS, DeVry University remains dedicated to empowering students to achieve their educational and career goals, and provides a career-focused approach to associate, baccalaureate and graduate degree programs in technology, healthcare technology, business and management; and

WHEREAS, DeVry made a $30 Million investment to create an 87,000 square foot facility home to DeVry University, Chamberlain College of Nursing and DeVry University Advantage Academy, our dual degree program for Chicago Public Schools high school students at 3300 North Campbell Avenue in the 47th Ward; and

WHEREAS, DeVry will host a ribbon-cutting to celebrate the grand opening of their new facility on July 26, 2013; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby salute DeVry for their continued commitment to expanding high-quality educational opportunities for students and congratulate them on the opening of their new facility; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to DeVry University and the Chamberlain College of Nursing.

GRATITUDE EXTENDED TO UNITED GERMAN-AMERICAN SOCIETIES OF GREATER CHICAGO ON HOSTING VON STEUBEN GERMAN DAY PARADE.

[R2013-687]

WHEREAS, On Saturday, September 7, 2013, the United German-American Societies of Greater Chicago will present the "Von Steuben German Day Parade"; and

WHEREAS, We celebrate this event for Baron Friedrich Von Steuben, who came to this country as a volunteer, offering his services to General George Washington during the American Revolution; and

WHEREAS, This event has hundreds of participants who march, dance, play music or ride several beautiful floats on Lincoln Avenue and Western Avenue in Chicago's 47th Ward; and

WHEREAS, This is a chance for the city's German-American community to celebrate its heritage and for the city to come together to share our common bonds; and

WHEREAS, The United German-American Societies of Greater Chicago will hold a commemoration ceremony at St. Benedict Church on October 5, 2013; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 24th day of July 2013 A.D., do hereby thank the United German-American Societies of Greater Chicago for its community service and for holding the "Von Steuben German Day Parade", in honor of General Von Steuben's inspiration, confidence and competence; and

Be It Further Resolved, That suitable copies of the resolution be prepared and presented to United German-American Societies of Greater Chicago.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signals and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
MORENO (1st Ward)	North Milwaukee Avenue, at 2451 -- 20 feet -- valet loading zone -- 11:00 A.M. to 12:00 A.M. -- all days; [O2013-5497]
	North Winchester Avenue, at 1001 -- 20 feet -- valet loading zone -- 7:00 A.M. to 10:00 P.M. -- Sunday through Thursday and 7:00 A.M. to 12:00 A.M. -- Friday and Saturday; [O2013-5498]
FIORETTI (2nd Ward)	East Cermak Road (south side) from a point 51 feet east of South Wabash Avenue to a point 71 feet east thereof -- unattended vehicles must have lights flashing -- 4:00 P.M. to 2:00 A.M. -- all days; [O2013-5574]
	North LaSalle Street (east side) from a point 120 feet north of West Division Street to a point 140 feet north thereof -- vehicles must have lights flashing -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday; [O2013-5571]
	South Michigan Avenue (west side) from a point 60 feet north of East 13th Street to a point 80 feet north thereof -- unattended vehicles must have lights flashing -- 10:00 A.M. to 12:00 A.M. -- all days; [O2013-5575]

Alderman	Location, Distance And Time
HAIRSTON (5th Ward)	South Hyde Park Boulevard (west side) at 5548, from a point 100 feet north of East 56th Street to a point 50 feet north thereof -- 15 minute standing zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; [O2013-5562]
BURNETT (27th Ward)	West Lake Street, at 1312 -- 1320, from North Loomis Street to North Ada Street -- 5:00 A.M. to 7:00 P.M. -- all days; [O2013-5591]
SUAREZ (31st Ward)	North Cicero Avenue, at 2335 -- 9:00 A.M. to 8:00 P.M. -- all days; [O2013-5595]
COLÓN (35th Ward)	West Armitage Avenue, at 3054 -- 20 feet -- 15 minute standing/loading zone -- use flashing lights -- tow-away zone -- at all times -- all days; [O2013-5957]
	West Belmont Avenue, at 3624 -- 20 feet -- 30 minute standing/loading zone -- use flashing lights -- tow-away zone -- 7:00 A.M. to 9:00 P.M. -- all days; [O2013-5606]
LAURINO (39th Ward)	West Devon Avenue, at 5409 -- 20 feet -- 15 minute loading zone -- unattended vehicles must have lights flashing -- 6:00 A.M. to 9:00 A.M., 5:00 P.M. to 6:00 P.M. and 8:00 P.M. to 9:00 P.M. -- Monday through Friday; [O2013-5626]
	North Jersey Avenue, at 5639 -- 25 feet -- 15 minute loading/tow-away zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday and 8:00 A.M. to 12:00 P.M. -- Saturday; [O2013-5629]

Alderman	Location, Distance And Time
REILLY (42nd Ward)	East Erie Street, at 215 -- 40 feet -- 15 minute loading zone -- no parking tow-away zone -- at all times -- all days; [O2013-5647]
	North LaSalle Street, at 500 -- 20 feet -- 15 minute loading zone -- no parking tow-away zone -- 10:00 A.M. to 12:00 A.M. -- all days; [O2013-5649]
SMITH (43rd Ward)	North Clark Street (west side) (in front of 2640 North Clark Street) from a point 15 feet south of West Drummond Place to a point 40 feet south thereof -- 25 feet -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- all days; [O2013-5654]
CAPPLEMAN (46th Ward)	North Broadway, at 4801 -- no parking valet loading zone -- 11:30 A.M. to 11:00 P.M. -- Monday through Thursday, 11:30 A.M. to 2:00 A.M. -- Friday, 11:30 A.M. to 3:00 A.M. -- Saturday and 11:00 A.M. to 11:00 P.M. -- Sunday. [O2013-5655]

Referred -- AMENDMENT OF LOADING ZONES.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established loading zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
BURNS (4th Ward)	Amend ordinance passed July 28, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 5074) which reads: "South Ellis Avenue (east side) from a point 20 feet south of East 43rd Street to a point 25 feet south thereof -- no parking loading zone -- 9:00 A.M. to 12:00 A.M. -- all days" by striking: "25 feet south" and inserting in lieu thereof: "20 feet south"; [O2013-5577]
CÁRDENAS (12th Ward)	Amend ordinance by striking: "West 38th Street, at 3355 -- 25 feet -- no parking loading zone" and inserting in lieu thereof: "West 38th Street, at 3355 -- 20 feet -- no parking loading zone"; [O2013-5622]
SUAREZ (31st Ward)	Repeal ordinance passed November 2, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11905) which established no parking loading zone on West Fullerton Avenue (north side) from a point 175 feet east of North Lavergne Avenue to a point 55 feet east thereof -- 7:30 A.M. to 5:00 P.M. -- Monday through Friday (11-03554156); [O2013-5594]
MELL (33rd Ward)	Amend ordinance which reads: "North Elston Avenue, at 3935 -- 35 feet -- no parking loading zone" by striking: "35 feet" and inserting in lieu thereof: "20 feet"; [O2013-5604]
	Amend ordinance by striking: "West Lawrence Avenue, at 3040 -- no parking loading zone -- tow-away zone -- specific hours"; [O2013-5605]
P. O'CONNOR (40th Ward)	Amend ordinance which reads: "North Damen Avenue, at 5211 -- 32 feet" by striking: "32 feet" and inserting in lieu thereof: "20 feet"; [O2013-6017]
REILLY (42nd Ward)	Amend ordinance by striking: "East Chicago Avenue, adjacent to 220 -- Charter Bus Loading Zone"; [O2013-5641]

Alderman	Location, Distance And Time
	Repeal loading/no parking tow-away zone on South Franklin Street (east curb) south of West Arcade Place and north of Taxicab Stand Number 469 -- 80 feet -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday; [O2013-5638]
	Amend ordinance by striking: "West Hubbard Street, adjacent to 116"; [O2013-5491]
	Amend ordinance by striking: "Upper East Randolph Street, at North Stetson Avenue -- Charter Bus Loading Zone"; [O2013-5644]
	Amend ordinance by striking: "North Wells Street, adjacent to 633 -- Charter Bus Loading Zone"; [O2013-5643]
	Amend ordinance by striking: "North Wells Street, adjacent to 660 -- Charter Bus Parking Zone"; [O2013-5645]
SMITH (43rd Ward)	Amend ordinance by striking: "North Clark Street (east side) from a point 125 feet south of West Menomonee Street (1750 North Clark Street) to a point 25 feet south thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 P.M. to 2:00 A.M. -- Thursday through Saturday -- loading zone" and inserting in lieu thereof : "North Clark Street (east side) from a point 125 feet south of West Menomonee Street (1750 North Clark Street) to a point 75 feet south thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 5:00 A.M. to 10:00 P.M. -- Monday through Friday and 7:00 A.M. to 8:00 P.M. -- Saturday through Sunday -- loading zone"; [O2013-5652]
	Amend ordinance by striking: "North Sheffield Avenue (east side) from a point 370 feet south of West Fullerton Avenue to a point 90 feet north of West Belden Avenue -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 5:00 P.M. -- Monday through Friday -- loading zone" and inserting in lieu thereof: "North Sheffield Avenue (east side) from a point 395 feet south of West Fullerton Avenue to a point 65 feet north of West Belden Avenue -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 5:00 P.M. -- Monday through Friday -- loading zone". [O2013-5651]

Referred -- INSTALLATION OF PARKING METERS ON PORTION OF N. RICHMOND ST.

[O2013-5610]

Alderman Colón (35th Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of parking meters on North Richmond Street, from North Milwaukee Avenue to alley north thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- EXTENSION OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT ON PORTION OF S. MCVICKER AVE.

[O2013-5566]

Alderman Quinn (13th Ward) presented a proposed ordinance to extend the existing one-way vehicular traffic restriction (southbound) on South McVicker Avenue to include West 63rd Street north to the alley, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT W. 53RD ST.

[O2013-5589]

Alderman Zalewski (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on West 53rd Street (north side) from South Cicero Avenue east to the first alley, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES.

(Except For Disabled)

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location And Distance
FIORETTI (2nd Ward)	West Warren Boulevard, at 2849 (Handicapped Parking Permit 83605); [O2013-5721]

Alderman	Location And Distance
	West Washington Boulevard, at 2737 (Handicapped Parking Permit 89865); [O2013-5734]
DOWELL (3rd Ward)	South Calumet Avenue, at 4204 (Handicapped Parking Permit 89476); [O2013-5738]
BURNS (4th Ward)	South Chicago Beach Drive, at 4950 (Handicapped Parking Permit 83861); [O2013-5742]
	South Dorchester Avenue, at 5446 (Handicapped Parking Permit 80104); [O2013-5740]
SAWYER (6th Ward)	South Calumet Avenue, at 7243 (Handicapped Parking Permit 82166); [O2013-5748]
	South Emerald Avenue, at 7003 (Handicapped Parking Permit 89543); [O2013-5764]
	South Prairie Avenue, at 9330 (Handicapped Parking Permit 82140); [O2013-5745]
	South Rhodes Avenue, at 7129 (Handicapped Parking Permit 89545); [O2013-5767]
	South State Street, at 8101 (Handicapped Parking Permit 83753); [O2013-5752]
HARRIS (8th Ward)	South Dorchester Avenue, at 8455 (Handicapped Parking Permit 90485); [O2013-5794]
	South Euclid Avenue, at 8732 (Handicapped Parking Permit 89586); [O2013-5796]
	South Ingleside Avenue, at 8039 (Handicapped Parking Permit 90475); [O2013-5792]
	South Woodlawn Avenue, at 9806 (Handicapped Parking Permit 91649); [O2013-5799]

Alderman	Location And Distance
POPE (10th Ward)	South Avenue F, at 10434 (Handicapped Parking Permit 82043); [O2013-5812]
	South Brandon Avenue, at 8326 (Handicapped Parking Permit 82044); [O2013-5824]
	South Ewing Avenue, at 11425 (Handicapped Parking Permit 89610); [O2013-5825]
BALCER (11th Ward)	South Emerald Avenue, at 2942 (Handicapped Parking Permit 91005); [O2013-5853]
	South Lock Street, at 3034 (Handicapped Parking Permit 91069); [O2013-5854]
	South Lowe Avenue, at 2813 (Handicapped Parking Permit 90869); [O2013-5846]
	South Lowe Avenue, at 3242 (Handicapped Parking Permit 26795); [O2013-5827]
	West Root Street, at 538 (Handicapped Parking Permit 49253); [O2013-5835]
	West 31st Place, at 1240 (Handicapped Parking Permit 91004); [O2013-5849]
CÁRDENAS (12th Ward)	South Hoyne Avenue, at 3545 (Handicapped Parking Permit 90733); [O2013-5870]
	South Paulina Street, at 4324 (Handicapped Parking Permit 75402); [O2013-5867]
	South Wood Street, at 4441 (Handicapped Parking Permit 90725); [O2013-5869]
	West 23rd Place, at 2828 (Handicapped Parking Permit 90720); [O2013-5868]
QUINN (13th Ward)	South Keeler Avenue, at 5618 (Handicapped Parking Permit 70516); [O2013-5875]

Alderman	Location And Distance
	South Kildare Avenue, at 5532 (Handicapped Parking Permit 90397); [O2013-5879]
	South Major Avenue, at 6116 (Handicapped Parking Permit 91422); [O2013-5882]
	West 58th Place, at 3820 (Handicapped Parking Permit 90603); [O2013-5881]
	West 60th Place, at 3845 (Handicapped Parking Permit 89794); [O2013-5877]
FOULKES (15th Ward)	South Marshfield Avenue, at 6619 (Handicapped Parking Permit 89678); [O2013-5885]
THOMPSON (16th Ward)	South Racine Avenue, at 5237 (Handicapped Parking Permit 79505); [O2013-5887]
THOMAS (17th Ward)	South Harvard Avenue, at 7229 (Handicapped Parking Permit 80852); [O2013-5892]
	South Harvard Avenue, at 7442 (Handicapped Parking Permit 81169); [O2013-5893]
	South Justine Street, at 6440 (Handicapped Parking Permit 83505); [O2013-5896]
	South Laflin Street, at 7021 (Handicapped Parking Permit 81193); [O2013-5895]
	South Wolcott Avenue, at 6937 (Handicapped Parking Permit 76052); [O2013-5890]
LANE (18th Ward)	South Christiana Avenue, at 7225 (Handicapped Parking Permit 78709); [O2013-5913]
	South Seeley Avenue, at 8428 (Handicapped Parking Permit 80335); [O2013-5915]
	South Seeley Avenue, at 8455 (Handicapped Parking Permit 81727); [O2013-5918]

Alderman	Location And Distance
	South Wolcott Avenue, at 8527 (Handicapped Parking Permit 81726); [O2013-5916]
	West 84th Street, at 2641 (Handicapped Parking Permit 75577); [O2013-5909]
COCHRAN (20th Ward)	South Ellis Avenue, at 6544 (Handicapped Parking Permit 75120); [O2013-5898]
	South Hermitage Avenue, at 4508 (Handicapped Parking Permit 82137); [O2013-5902]
	South Ingleside Avenue, at 6146 (Handicapped Parking Permit 79586); [O2013-5900]
	South Rhodes Avenue, at 6150 (Handicapped Parking Permit 82732); [O2013-5903]
	South University Avenue, at 6120 (Handicapped Parking Permit 80585); [O2013-5901]
	South Wabash Avenue, at 5636 (Handicapped Parking Permit 75821); [O2013-5899]
BROOKINS (21st Ward)	South Bishop Street, at 9212 (Handicapped Parking Permit 89762); [O2013-5917]
	South Emerald Avenue, at 8941 (Handicapped Parking Permit 82318); [O2013-5911]
	South Hermitage Avenue, at 8519 (Handicapped Parking Permit 90409); [O2013-5919]
	South LaSalle Street, at 8231 (Handicapped Parking Permit 81795); [O2013-5910]
	South Loomis Street, at 9123 (Handicapped Parking Permit 83155); [O2013-5912]
	West 82nd Street, at 706 (Handicapped Parking Permit 63550); [O2013-5908]

Alderman	Location And Distance
	West 96th Street, at 1209 (Handicapped Parking Permit 49217); [O2013-5905]
MUÑOZ (22nd Ward)	South Hamlin Avenue, at 3155 (Handicapped Parking Permit 89788); [O2013-5907]
ZALEWSKI (23rd Ward)	South Lavergne Avenue, at 4755 (Handicapped Parking Permit 90586); [O2013-5878]
	South Nagle Avenue, at 5222 (Handicapped Parking Permit 89442); [O2013-5874]
	West 60th Place, at 3845 (Handicapped Parking Permit 89794); [O2013-5876]
	West 64th Place, at 7030 (Handicapped Parking Permit 90594); [O2013-5880]
CHANDLER (24th Ward)	South Ridgeway Avenue, at 1527 (Handicapped Parking Permit 82106); [O2013-5884]
	West 21st Place, at 4205 (Handicapped Parking Permit 79961); [O2013-5883]
SOLIS (25th Ward)	South Blue Island Avenue, at 2012 (Handicapped Parking Permit 89831); [O2013-5894]
	West 18th Place, at 1015 (Handicapped Parking Permit 89824); [O2013-5891]
	West 19th Street, at 1003 (Handicapped Parking Permit 81277); [O2013-5886]
	West 19th Street, at 1647 (Handicapped Parking Permit 82486); [O2013-5889]

Alderman	Location And Distance
	West 21st Place, at 1943 (Handicapped Parking Permit 83430); [O2013-5897]
MALDONADO (26th Ward)	West Evergreen Avenue, at 2717 (Handicapped Parking Permit 89838); [O2013-5937]
	North Hamlin Avenue, at 1427 (Handicapped Parking Permit 79262); [O2013-5929]
	North Hamlin Avenue, at 1533 (Handicapped Parking Permit 77272); [O2013-5927]
	North Harding Avenue, at 1931 (Handicapped Parking Permit 90106); [O2013-5939]
	North Hermitage Avenue, at 530 (Handicapped Parking Permit 80581); [O2013-5932]
	West Hirsch Street, at 3233 (Handicapped Parking Permit 80856); [O2013-5934]
	West Iowa Street, at 2611 (Handicapped Parking Permit 74838); [O2013-5921]
	North Kedvale Avenue, at 1716 (Handicapped Parking Permit 89851); [O2013-5938]
	West Le Moyne Street, at 3454 (Handicapped Parking Permit 79265); [O2013-5931]
	North Maplewood Avenue, at 1306 (Handicapped Parking Permit 77256); [O2013-5926]
	North Mozart Street, at 903 (Handicapped Parking Permit 74856); [O2013-5922]
	North Rockwell Street, at 818 (Handicapped Parking Permit 83946); [O2013-5936]
	North Sawyer Avenue, at 1651 (Handicapped Parking Permit 82605); [O2013-5935]

Alderman	Location And Distance
	West Shakespeare Avenue, at 3572 (Handicapped Parking Permit 80694); [O2013-5933]
	North Spaulding Avenue, at 1046 (Handicapped Parking Permit 75440); [O2013-5925]
	North St. Louis Avenue, at 2049 (Handicapped Parking Permit 75433); [O2013-5924]
GRAHAM (29th Ward)	North Menard Avenue, at 234 (Handicapped Parking Permit 84347); [O2013-5920]
	North Mobile Avenue, at 1629 (Handicapped Parking Permit 84545); [O2013-5923]
REBOYRAS (30th Ward)	North Avondale Avenue, at 3646 (Handicapped Parking Permit 89911); [O2013-5941]
	North Springfield Avenue, at 2516 (Handicapped Parking Permit 83434); [O2013-5940]
SUAREZ (31st Ward)	West Barry Avenue, at 4514 (Handicapped Parking Permit 84199); [O2013-5947]
	West Barry Avenue, at 5307 (Handicapped Parking Permit 74428); [O2013-5946]
	North Kilpatrick Avenue, at 3016 (Handicapped Parking Permit 91807); [O2013-5949]
	West Newport Avenue, at 4927 (Handicapped Parking Permit 90671); [O2013-5948]
	West Schubert Avenue, at 4843 (Handicapped Parking Permit 44228); [O2013-5944]
WAGUESPACK (32nd Ward)	West Wrightwood Avenue, at 1044 (Handicapped Parking Permit 83782); [O2013-5950]

Alderman	Location And Distance
MELL (33rd Ward)	North Troy Street, at 3936 (Handicapped Parking Permit 71535); [O2013-5951]
	West Warner Avenue, at 3342 (Handicapped Parking Permit 90862); [O2013-5953]
AUSTIN (34th Ward)	South Beverly Avenue, at 10734 (Handicapped Parking Permit 90452); [O2013-5963]
	South Elizabeth Street, at 11410 (Handicapped Parking Permit 82391); [O2013-5960]
	South Morgan Street, at 10232 (Handicapped Parking Permit 83708); [O2013-5962]
COLÓN (35th Ward)	North Humboldt Drive, at 1930 (Handicapped Parking Permit 91247); [O2013-5958]
	West Shakespeare Avenue, at 4310 (Handicapped Parking Permit 90906); [O2013-5956]
SPOSATO (36th Ward)	North Ozanam Avenue, at 3308 (Handicapped Parking Permit 83035); [O2013-5964]
CULLERTON (38th Ward)	West Grace Street, at 6341 (Handicapped Parking Permit 90029); [O2013-5966]
	North Moody Avenue, 4050 (Handicapped Parking Permit 90030); [O2013-5967]
P. O'CONNOR (40th Ward)	West Ardmore Avenue, at 2454 (Handicapped Parking Permit 91367); [O2013-5970]
	West Rascher Avenue, at 2757 (Handicapped Parking Permit 91365); [O2013-5969]

Alderman	Location And Distance
ARENA (45th Ward)	West Higgins Avenue, at 5440 (Handicapped Parking Permit BA 45882); [O2013-5972]
MOORE (49th Ward)	North Ashland Avenue, at 7462 (Handicapped Parking Permit 84871); [O2013-5985]
	North Hamilton Avenue, at 7235 (Handicapped Parking Permit 84869); [O2013-5984]
	North Ridge Boulevard, at 7409 (Handicapped Parking Permit 84872); [O2013-5986]
	West Touhy Avenue, at 1360 (Handicapped Parking Permit 84854); [O2013-5983]
SILVERSTEIN (50th Ward)	North Bell Avenue, at 6234 (Handicapped Parking Permit 91402); [O2013-5990]
	West Hood Avenue, at 3030 (Handicapped Parking Permit 91419); [O2013-5992]
	West Jarvis Avenue, at 2546 (Handicapped Parking Permit 82399); [O2013-5988]
	North Sacramento Avenue, at 6329 (Handicapped Parking Permit 84445); [O2013-5989]
	North Washtenaw Avenue, at 6611 (Handicapped Parking Permit 91408). [O2013-5991]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.

(Disabled Permit Parking)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location
HARRIS (8th Ward)	Amend ordinance by striking: "East 86th Place, at 1727 (Handicapped Parking Permit 12255)"; [O2013-5787]
POPE (10th Ward)	Amend ordinance by striking: "South Avenue E, at 10548 (Handicapped Parking Permit 67145)"; [O2013-5809]
BALCER (11th Ward)	Amend ordinance by striking: "South Emerald Avenue, at 2942 (Handicapped Parking Permit 73717)"; [O2013-5839]
	Amend ordinance by striking: "South Princeton Avenue, at 3211 (Handicapped Parking Permit 50674)"; [O2013-5836]
	Amend ordinance by striking: "South Union Avenue, at 3718 (Handicapped Parking Permit 78973)"; [O2013-5842]
	Amend ordinance by striking: "South Wallace Street, at 3130 (Handicapped Parking Permit 73648)"; [O2013-5838]
	Amend ordinance by striking: "South Wells Street, at 3200 (Handicapped Parking Permit 46630)"; [O2013-5832]
CÁRDENAS (12th Ward)	Amend ordinance by striking: "South Oakley Avenue, at 3348 (Handicapped Parking Permit 75245)"; [O2013-5866]
	Amend ordinance by striking: "West Pershing Road, at 2537 (Handicapped Parking Permit 15153)"; [O2013-5860]
	Amend ordinance by striking: "West 22nd Place, at 2737 (Handicapped Parking Permit 71848)"; [O2013-5864]

Alderman	Location
	Amend ordinance by striking: "West 38th Place, at 3018 (Handicapped Parking Permit 27905)"; [O2013-5863]
QUINN (13th Ward)	Amend ordinance by strikiing: "South Kolin Avenue, at 6052 (Handicapped Parking Permit 50564)"; [O2013-5872]
	Amend ordinance by striking: "South Normandy Avenue, at 5749 (Handicapped Parking Permit 69452)"; [O2013-5873]
MUÑOZ (22nd Ward)	Amend ordinance by striking: "South Keeler Avenue, at 2750 (Handicapped Parking Permit 40155); [O2013-5906]
	Amend ordinance by striking: "South La Crosse Avenue, at 4627 (Handicapped Parking Permit 9390)"; [O2013-5904]
MALDONADO (26th Ward)	Amend ordinance by striking: "West Ohio Street, at 2418 (Handicapped Parking Permit 79255)"; [O2013-5928]
SUAREZ (31st Ward)	Amend ordinance by striking: "West Deming Place, at 5322 (Handicapped Parking Permit 18912)"; [O2013-5942]
	Amend ordinance by striking: "West Wolfram Street, at 4815 (Handicapped Parking Permit 53706)"; [O2013-5499]
COLÓN (35th Ward)	Amend ordinance by striking: "North St. Louis Avenue, at 3731 (Handicapped Parking Permit 42249)"; [O2013-5955]

Alderman	Location
CULLERTON (38th Ward)	Amend ordinance by striking: "West Byron Street, at 5638 (Handicapped Parking Permit 38278)"; [O2013-5965]
P. O'CONNOR (40th Ward)	Amend ordinance by striking: "West Hood Avenue, at 1946 (Handicapped Parking Permit 36546)"; [O2013-5968]
SMITH (43rd Ward)	Amend ordinance by striking: "North Astor Street, at 1209 (Handicapped Parking Permit 39244)"; [O2013-5971]
ARENA (45th Ward)	Amend ordinance by striking: "North Moody Avenue, at 5442 (Handicapped Parking Permit 54410)"; [O2013-5974]
OSTERMAN (48th Ward)	Amend ordinance by striking: "West Elmdale Avenue, at 1254 (Handicapped Parking Permit 56329)"; [O2013-5975]
MOORE (49th Ward)	Amend ordinance by striking: "North Ashland Avenue, at 6748 (Handicapped Parking Permit 70002)"; [O2013-5979]
	Amend ordinance by striking: "North Bell Avenue, at 7343 (Handicapped Parking Permit 29133)"; [O2013-5976]
	Amend ordinance by striking: "North Claremont Avenue, at 7318 (Handicapped Parking Permit 41106)"; [O2013-5996]
	Amend ordinance by striking: "West Farwell Avenue, at 1909 (Handicapped Parking Permit 45984)"; [O2013-5977]

Alderman	Location
	Amend ordinance by striking: "West Greenleaf Avenue, at 1361 (Handicapped Parking Permit 77101)"; [O2013-5980]
	Amend ordinance by striking: "North Paulina Street, at 7110 (Handicapped Parking Permit 79064)"; [O2013-5982]
	Amend ordinance by striking: "West Sherwin Avenue, at 1425 (Handicapped Parking Permit 79062)"; [O2013-5981]
SILVERSTEIN (50th Ward)	Amend ordinance by striking: "West Fitch Avenue, at 2801 (Handicapped Parking Permit 64887)". [O2013-5987]

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
CÁRDENAS (12th Ward)	West 37th Place (both sides) in the 3400 block -- at all times -- all days; [Or2013-478]
	West 38th Street (both sides) in the 3500 block -- at all times -- all days; [Or2013-479]
LANE (18th Ward)	South Wolcott Avenue (both sides) from 7914 to 7956 and from 7917 to 7955 -- at all times -- all days; [Or2013-472]
O'SHEA (19th Ward)	West 104th Street, from 3900 to 3927 -- at all times -- all days; [O2013-5584]

Alderman	Location, Distance And Time
	West 105th Street, from 1415 to 1451 -- 9:00 A.M. to 10:00 P.M. -- Tuesday through Saturday; [O2013-5587]
ZALEWSKI (23rd Ward)	South Parkside Avenue (both sides) in the 5500 block, from West 55th Street to West 56th Street -- at all times; [Or2013-480]
CHANDLER (24th Ward)	West 21st Place, in the 3000 block -- at all times -- all days; [O2013-5590]
COLÓN (35th Ward)	North Lawndale Avenue (both sides) in the 2200 block, from 2231 to 2256, between West Lyndale Street and West Belden Avenue -- at all times -- all days; [Or2013-484]
	North Ridgeway Avenue (both sides) in the 2700 block, from 2700 to 2743, between West Schubert Avenue and West Diversey Avenue -- at all times -- all days. [Or2013-483]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and order to amend previously passed ordinances which established residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
HARRIS (8th Ward)	Amend ordinance by striking: "South Harper Avenue (both sides) in the 8100 block"; [O2013-5563]

Alderman Location, Distance And Time

QUINN
(13th Ward)

Amend ordinance by striking: "West 58th Street (north side) from South Kenton Avenue east to the alley (Residential Permit Parking Zone 1726)";
[O2013-5703]

Amend ordinance by striking: "West 58th Street (north side) from South Kolmar Avenue west to the alley (Residential Parking Zone 1726)"; and inserting in lieu thereof: "West 58th Street (north side) from South Kolmar Avenue west to the alley (Residential Permit Parking Zone 345");
[O2013-5696]

Amend ordinance by striking: "West 58th Street (south side) from South Kolmar Avenue to South Kenton Avenue (Residential Permit Parking Zone 1726)" and inserting in lieu thereof: "West 58th Street (south side) from South Kolmar Avenue to South Kenton Avenue (Residential Parking Zone 345)";
[O2013-5617]

Amend ordinance by striking: "West 60th Street (south side)from South Kilbourn Avenue to South Kolmar Avenue (Residential Permit Parking Zone 1730)" and inserting in lieu thereof: "West 60th Street (south side) from South Kilbourn Avenue to South Kolmar Avenue (Residential Permit Parking Zone 345)";
[O2013-5615]

Amend ordinance by striking: "West 60th Street (north side) from South Kilbourn Avenue east to the alley (Residential Permit Parking Zone 1730)" and inserting in lieu thereof: "West 60th Street (north side) from South Kilbourn Avenue east to the alley (Residential Permit Parking Zone 345");
[O2013-5701]

Amend ordinance by striking: "West 60th Street (south side)from South Kolmar Avenue east to the alley (Residential Permit Parking Zone 1730)" and inserting in lieu thereof: "West 60th Street (south side) from South Kolmar Avenue east to the alley (Residential Permit Parking Zone 345)";
[O2013-5705]

COLÓN
(35th Ward)

Amend ordinance which established Residential Permit Parking Zone 218 on North Humboldt Drive, from 2000 to 2150 (west side) and from 2022 to 2108 -- 10:00 P.M. to 6:00 A.M. -- Sunday through Saturday" by striking: 10:00 P.M. to 6:00 A.M. -- Sunday through Saturday" and inserting: "at all times";
[O2013-5608]

Alderman	Location, Distance And Time
	Amend ordinance by striking: "Residential Permit Parking Zone 1115 on West Palmer Street (both sides) from 2813 to 2935, between North Sacramento Avenue and North California Avenue -- at all times -- all days; [O2013-5609]
P. O'CONNOR (40th Ward)	Extend Residential Permit Parking Zone Number 43 to include the 2500 block of West Farragut Avenue -- 6:00 P.M. to 2:00 A.M. -- all days; [Or2013-482]
M. O'CONNOR (41st Ward)	Amend ordinance which established Residential Permit Parking Zone 41 in designated area by adding thereto "North Odell Avenue, between West Catalpa Avenue and West Gregory Street -- 7:00 A.M. to 4:00 P.M. Monday through Friday. [O2013-5634]

Referred -- ESTABLISHMENT OF STANDING ZONES.

The aldermen named below presented proposed ordinances to establish standing zones, with tow-away zones to be in effect after expiration of the limits indicated, and require that vehicles have hazard lights activated while at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
FIORETTI (2nd Ward)	North State Street (west side) from a point 24 feet north of East Bellevue Place to a point 44 feet north thereof -- vehicles must have lights flashing -- 10:00 A.M. to 12:00 Midnight -- all days; [O2013-5570]
	South Wabash Avenue (east side) from a point 90 feet south of East 21st Street to a point 100 feet south thereof -- unattended vehicles must have lights flashing -- 9:00 A.M. to 5:00 P.M. -- all days. [O2013-5573]

Alderman	Location, Distance And Time
BURNS (4th Ward)	South Cornell Avenue (west side) from a point 177 feet north of South Hyde Park Boulevard to a point 33 feet north thereof -- 15 minute standing zone -- use flashing lights -- 6:00 A.M. to 8:00 P.M. -- all days; [O2013-5582]
LANE (18th Ward)	West 79th Street (south side) at 2519, from a point 60 feet east South Maplewood Avenue to a point 20 feet thereof -- 15 minute standing zone -- use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; [O2013-5500]
MELL (33rd Ward)	West Warner Avenue, at 3247 -- one vehicle space (25 feet) -- 15 minute limit -- unattended vehicles must have lights flashing -- 6:00 A.M. to 10:00 P.M. -- Monday through Friday. [O2013-5597]

Referred -- AMENDMENT OF STANDING ZONES.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established standing zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderman	Location, Distance And Time
BURNS (4th Ward)	Amend ordinance passed November 16, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 17008) which reads: "East 43rd Street (south side) from a point 100 feet east of South Berkeley Avenue to a point 25 feet east thereof -- 30 minute standing zone -- use flashing lights -- 5:00 P.M. to 2:00 A.M. -- all days" by striking: "25 feet east" and inserting in lieu thereof: "20 feet east"; [O2013-5578]

Alderman	Location, Distance And Time
	Amend ordinance passed December 17, 2008 which reads: "East 47th Street (north side) from a point 338 feet west of South Woodlawn Avenue to a point 25 feet west thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 7:00 P.M." by striking: "25 feet west" and inserting in lieu thereof: "20 feet west"; [O2013-5579]
FOULKES (15th Ward)	Amend ordinance by striking: "South Kedzie Avenue, at 4235 -- one vehicle space -- no parking standing zone -- 15 minute parking -- use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "South Kedzie Avenue, at 4235 -- three vehicle spaces -- no parking standing zone -- 15 minute parking -- use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday"; [O2013-5569]
REILLY (42nd Ward)	Repeal standing zone located adjacent to 1211 North LaSalle Street. [O2013-5492]

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
QUINN (13th Ward)	South Melvina Avenue (west side) in the 6100 block (along the perimeter of the school) -- no parking tow-away zone -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (on school days); [O2013-5565]
SMITH (43rd Ward)	North Wells Street (east side) from a point 425 feet south of West North Avenue to a point 57 feet south thereof -- at all times -- all days. [O2013-5653]

Referred -- AMENDMENT OF TOW-AWAY ZONE ON PORTION OF W. 60TH ST.

[O2013-5567]

Alderman Quinn (13th Ward) presented proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking: "West 60th Street, from South Knox Avenue to South Keating Avenue -- no parking tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West 60th Street, from South Knox Avenue to South Keating Avenue -- residential permit parking -- at all times" -- all days" (extension of existing Residential Permit Parking Zone 18 or 1720), which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF INDUSTRIAL PERMIT PARKING ZONE AT 3500 BLOCK OF N. KOSTNER AVE.

[O2013-5593]

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend an ordinance passed on September 10, 2008 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 36793) which established Industrial Permit Parking Zone Number 62 in a designated area of the 3500 block of North Kostner Avenue (west side) by adding the following address: "3450 North Kostner Avenue", which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of traffic warning signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Type Of Sign
FOULKES (15th Ward)	West 58th Street and South Hamilton Avenue -- "All-Way Stop"; [Or2013-464]
BROOKINS (21st Ward)	West 87th Street (for east- and westbound traffic) at South Aberdeen Street -- "Two-Way Stop"; [Or2013-473]

Alderman	Location And Type Of Sign
MUÑOZ (22nd Ward)	West 31st Street and South St. Louis Avenue --"Stop"; [Or2013-474]
REBOYRAS (30th Ward) And *SPOSATO* (36th Ward)	North Linder Avenue and West Henderson Street -- "All-Way Stop"; [Or2013-477]
COLÓN (35th Ward)	North Lawndale Avenue and West Agatite Avenue -- "All-Way Stop"; [Or2013-475]
CAPPLEMAN (46th Ward)	North Racine Avenue and West Leland Avenue -- "All-Way Stop". [Or2013-465]

Referred -- INSTALLATION OF MISCELLANEOUS TRAFFIC WARNING SIGNS.

Alderman Dowell (3rd Ward) presented proposed orders for the installation of traffic warning signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

West Cermak Road (north side) from a point 406 feet west of South State Street to a point 64 feet west thereof -- "No Parking Tow-Away Zone" (public benefit);

[Or2013-476]

South Michigan Avenue (east side) from a point 152 feet north of East 13th Street to a point 20 feet north thereof -- "30 Minute Standing Zone With Flashing Lights -- 8:30 A.M. To 7:00 P.M. -- Monday Through Saturday".

[Or 2013-469]

East 16th Street (south side) from a point 20 feet east of South State Street to a point 20 feet east thereof -- "15 Minute Standing Zone With Flashing Lights -- 7:00 A.M. To 7:00 P.M. -- Monday Through Saturday";

[Or2013-470]

South State Street (west side) from a point 62 feet north of West 16th Street to a point 20 feet north thereof -- "15 Minute Standing Zone".

[Or2013-471]

Referred -- ESTABLISHMENT OF FIVE-TON VEHICLE WEIGHT LIMITATION ON PORTION OF N. DAMEN AVE.

[Or2013-481]

Alderman Silverstein (50th Ward) presented a proposed ordinance to establish a weight limit of five tons for vehicles on North Damen Avenue, between West Devon Avenue and West Pratt Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented nine proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERMAN MORENO (1st Ward):

To classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-J bounded by:

the alley next north of and parallel to West Cortland Street; a line 49.69 feet east of and parallel to North Drake Avenue; West Cortland Street; and North Drake Avenue.

[O2013-5596]

BY ALDERMAN BEALE (9th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 28-E bounded by:

a perpendicular line to South Michigan Avenue 127 feet south of and parallel to East 111th Street; the public alley next east of and parallel to South Michigan Avenue; a perpendicular line to South Michigan Avenue 177 feet south of and parallel to East 111th Street; and South Michigan Avenue (common address: 11113 South Michigan Avenue).

[O2013-5598]

BY ALDERMAN BALCER (11th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 8-F in the area bounded by:

the perpendicular public alley to South Lowe Avenue next north of and parallel to West 37th Street; a perpendicular line to West 37th Street 49.4 feet east of and parallel to South Lowe Avenue; West 37th Street; and South Lowe Avenue (common address: 622 West 37th Street).

[O2013-5599]

BY ALDERMAN O'SHEA (19th Ward):

To classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 22-H bounded by:

the public alley next north of and parallel to West 95th Street; a line 75 feet west of and parallel to South Charles Street; West 95th Street; a 100.72 feet long perpendicular line to West 95th Street that is 94.99 feet west of the west line of South Charles Street; and a northeasterly line 27.77 feet long beginning at a point 94.99 feet west of the boundary line of South Charles Street and 100.72 feet north of the north boundary line of West 95th Street and ending at a point 74.99 feet west of the west boundary line of South Charles Street and 119.96 feet north of the north boundary line of West 95th Street (common address: 1706 West 95th Street).

[O2013-5602]

BY ALDERMAN BROOKINS (21st Ward):

To classify as an M3 Heavy Industrial District Instead of a __________ District the area shown on Map Number 20-F bounded by:

West 83rd Street and South Wallace Street (common address: 650 West 83rdStreet, 8158 South Wallace Street and 8234 South Wallace Street).

[O2013-6016]

BY ALDERMAN SOLIS (25th Ward):

To classify as an RS1 Residential Single-Unit (Detached House) District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

West Cullerton Street; South Sangamon Street; a perpendicular line to South Sangamon Street 120.8 feet south of and parallel to West Cullerton Street; and a perpendicular line to West Cullerton Street 155.98 feet west of and parallel to South Sangamon Street (common address: 947 West Cullerton Street).

[O2013-5600]

BY ALDERMAN WAGUESPACK (32nd Ward):

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-H bounded by:

the public alley next north of and parallel to West Palmer Street; a line 127 feet east of and parallel to the east line of the east drive of North Oakley Avenue; West Palmer Street; and a line 103 feet east of and parallel to the east boundary line of the east drive of North Oakley Avenue (common address: 2238 West Palmer Street).

[O2013-5572]

BY ALDERMAN SMITH (43rd Ward):

To classify as a B1-2 Neighborhood Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 5-F bounded by:

a line 407 feet south of and parallel to West Belden Avenue; the public alley next west of and parallel to North Burling Street; West Webster Avenue; and North Halsted Street (common address: 2201 -- 2213 North Halsted Street).

[O2013-5586]

BY ALDERMAN TUNNEY (44th Ward):

To classify as a B3-2 Community Shopping District instead of a B3-5 Community Shopping District the area shown on Map Number 9-G bounded by:

North Clark Street; a line 337 feet northwest of the west line of North Sheffield Avenue (as measured along North Clark Street); a line 80.60 feet northeast of and almost parallel to North Clark Street (or the public alley [if extended] next northeast of and parallel to North Clark Street); and a line 237 feet northwest of the west line of North Sheffield Avenue (as measured along North Clark Street) (common address: 3469 -- 3475 North Clark Street).

[O2013-5603]

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented six proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant	
SPOSATO (36th Ward)	Galewood South Condominium Association; 2151 Building Association; 3143 North Nashville Condominium Association;	[CL2013-1767]
M. O'CONNOR (41st Ward)	Devon Place Condominium Association;	[CL2013-1768]
REILLY (42nd Ward)	Union Square Condominium Association; 530 Lake Shore Drive Condominium Association.	[CL2013-1769]

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4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MORENO (1st Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Chicago Apartments Finders -- to maintain and use two fire escapes adjacent to 1536 West North Avenue;

[O2013-5676]

Chicago Apartments Finders -- to maintain and use four steps adjacent to 1536 West North Avenue;

[O2013-5679]

GX Chicago LLC -- to maintain and use two planters adjacent to 2545 West Diversey Avenue;

[O2013-5680]

Kwik Mart -- to maintain and use one sign at 2336 West Belmont Avenue;

[O2013-5683]

Modern Asian Kitchen -- to maintain and use one canopy at 1924 West Division Street;

[O2013-5661]

O'Reilly Auto Parts Number 3387 -- to maintain and use one sign at 2500 West North Avenue;

[O2013-5684]

Odges -- to maintain and use one awning at 730 North Damen Avenue;

[O2013-5611]

Relax Feet, Inc. -- to construct, install, maintain and use one awning at 1504 North Western Avenue; and

[O2013-5612]

The Wicker Park and Bucktown Chamber of Commerce -- to maintain and use one awning at 1414 North Ashland Avenue.

[O2013-5613]

Referred -- GRANT OF PRIVILEGE TO TRATTORIA ULTIMO FOR SIDEWALK CAFE.

[O2013-5704]

Also, a proposed ordinance to grant permission and authority to Trattoria Ultimo to maintain and use a portion of the public way adjacent to 1953 West Chicago Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF N. TALMAN AVE. AS "SOPHIE DOBOSZ WAY".

[O2013-5496]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the northwest corner of North Talman Avenue, at North Milwaukee Avenue, as "Sophie Dobosz Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MORENO (1st Ward)
And OTHERS:

Referred -- CALL ON PRESIDENT BARACK OBAMA TO FINALIZE AND RESTORE FRESHWATER SUPPLY PROTECTION GUIDELINES TO CLEAN WATER ACT.

[R2013-691]

A proposed resolution, presented by Aldermen Moreno, Pope, Cochran and Tunney, urging President Barack Obama to issue an executive order empowering the Environmental Protection Agency to finalize proposed guidelines and to move forward with regulations to restore certain protections to the freshwater supply contained under the Clean Water Act, which was *Referred to the Committee on Health and Environmental Protection.*

Presented By

ALDERMAN FIORETTI (2nd Ward):

Referred -- AMENDMENT OF SECTION 8-32-130 OF MUNICIPAL CODE TO FURTHER REGULATE LOADING AND UNLOADING OPERATIONS WITHIN RESIDENTIAL DISTRICTS OR NOISE SENSITIVE ZONES.

[O2013-5564]

A proposed ordinance to amend Title 8, Chapter 32, Section 130 of the Municipal Code of Chicago prohibiting any person, agency or business from loading, unloading, opening, closing or other handling operations of boxes, crates, containers, building materials, garbage cans, dumpsters or similar objects between the hours of 10:00 P.M. and 7:00 A.M. in such a manner as to cause a noise disturbance within a residential district or within a noise sensitive zone and further, authorizing designated personnel to issue citations and fines of not less than $1,000 nor more than $10,000, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

CrossTown Fitness -- to maintain and use one sign at 1031 West Madison Street;
[O2013-5686]

Fifth Third Bank -- to maintain and use one clock adjacent to 175 West Jackson Boulevard;
[O2013-5689]

Mac Kelly's -- to maintain and use one awning at 216 West Jackson Boulevard;
[O2013-5614]

Old Fifth -- to maintain and use one sign at 1027 West Madison Street;
[O2013-5691]

Sleepy's -- to maintain and use five signs at 605 West Roosevelt Road;
[O2013-5693]

Sofi LLC -- to construct, install, maintain and use two awnings at 616 South Dearborn Street;
[O2013-5616]

The Vitamin Shoppe -- to maintain and use four signs at 601 West Roosevelt Road; and
[O2013-5695]

111 South Wacker Venture LLC -- to maintain and use one caisson adjacent to 111 South Wacker Drive.
[O2013-5697]

Referred -- GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Acadia Restaurant -- 1639 South Wabash Avenue;
[O2013-5707]

Brando's -- 338 South Plymouth Court; and
[O2013-5708]

CrossTown Fitness -- 1031 West Madison Street.
[O2013-5710]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

Best Imaging Solutions -- for one sign/signboard at 995 North Clark Street/75 West Oak Street; and
[Or2013-468]

White Way Sign -- for one sign/signboard at 550 West Adams Street.

[Or2013-459]

Presented By

**ALDERMAN FIORETTI (2nd Ward)
And OTHERS:**

Referred -- REDISTRIBUTION OF SURPLUS FUNDS FROM TAX INCREMENT FINANCING DISTRICTS.

[O2013-5698]

A proposed ordinance, presented by Aldermen Fioretti, Moreno, Dowell, Burns, Hairston, Sawyer, Pope, Balcer, Quinn, Foulkes, Lane, O'Shea, Cochran, Muñoz, Solis, Graham, Reboyras, Waguespack, Mell, Cólon, Sposato, Mitts, Cullerton, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman and Silverstein, authorizing that surplus funds from tax increment financing districts collected by the City be returned to the affected taxing districts to pay for necessary services, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN DOWELL (3rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR 1920 SOUTH WABASH LLC.

[O2013-5702]

A proposed ordinance to grant permission and authority to 1920 South Wabash LLC to construct, install, maintain and use four balconies adjacent to 1920 South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNS (4th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Lake Park Associates, Inc. -- to maintain and use one sign at 1160 East 55th Street; and [O2013-5699]

Pizza Capri -- to maintain and use one sign at 1501 East 53rd Street. [O2013-5700]

Referred -- GRANT OF PRIVILEGE TO ZBERRY FOR SIDEWALK CAFE.

[O2013-5713]

Also, a proposed ordinance to grant permission and authority to Zberry to maintain and use a portion of the public way adjacent to 1368½ East 53rd Street, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- AMENDMENT OF SECTION 4-60-010 OF MUNICIPAL CODE REGARDING "LIMITED PACKAGE GOODS LICENSE".

[O2013-5536]

A proposed ordinance to amend Title 4, Chapter 60, Section 010 of the Municipal Code of Chicago by including the definition of and regulations pertaining to "limited package goods license" for the retail sale of alcoholic liquor enclosed in its original container and that is sealed and labeled by a manufacturer of an alcoholic liquor, to contain and convey alcoholic beverages except those that contain any distilled spirits, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 4-64-240 OF MUNICIPAL CODE CONCERNING SUSPENSION, REVOCATION AND NONRENEWAL OF TOBACCO LICENSES.

[O2013-5531]

Also, a proposed ordinance to amend Title 4, Chapter 64, Section 240 of the Municipal Code of Chicago by prohibiting for a three-year period the granting of any license for the sale of tobacco when any license issued pursuant to Chapter 4-60 and held concurrently with any license issued pursuant to Chapter 4-64 has been revoked for any cause, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF DOLLAR TREE STORES FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5552]

Also, a proposed ordinance to exempt Dollar Tree Stores from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7158 South Stony Island Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SAWYER (6th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR CITY-LIFE, LTD.

[O2013-5706]

A proposed ordinance to grant permission and authority to City-Life, Ltd. to maintain and use one sign at 712 East 83rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HARRIS (8th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Dollar Tree Stores Number 3128 -- to maintain and use two awnings at 8721 South Stony Island Avenue;

[O2013-5618]

Kenwood Liquors -- to maintain and use one sign at 8810 South Stony Island Avenue; and [O2013-5709]

O'Reilly Auto Parts Number 3386 -- to maintain and use two signs at 1434 East 87th Street. [O2013-5711]

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR O'REILLY AUTO PARTS NO. 3377.

[O2013-5712]

A proposed ordinance to grant permission and authority to O'Reilly Auto Parts Number 3377 to maintain and use one sign at 55 East 111th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN POPE (10th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR HYMAN'S AUTO SUPPLY. [O2013-5714]

A proposed ordinance to grant permission and authority to Hyman's Auto Supply to maintain and use two signs at 8612 -- 8614 South Commercial Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3512 -- 3514 E. 118TH ST.

[Or2013-455]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to

Signco, Inc. to install a sign/signboard at 3512 -- 3514 East 118th Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3014 S. WENTWORTH AVE.

[Or2013-454]

A proposed order directing the Commissioner of Buildings to issue a permit to Lamar Advertising to install a sign/signboard at 3014 South Wentworth Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON PORTION OF S. HONORE ST.

[O2013-5583]

A proposed ordinance to amend Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago to prohibit peddling at 3525 South Honore Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR BUDDY BEAR CAR WASH.

[O2013-5715]

Also, a proposed ordinance to grant permission and authority to Buddy Bear Car Wash to maintain and use two signs at 4130 South Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CÁRDENAS (12th Ward) And
ALDERMAN BALCER (11th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.24 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 33RD ST.

[O2013-5529]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 11.24 which restricted the issuance of additional package goods licenses on West 33rd Street, from South Wood Street to South Damen Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.38 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 35TH ST.

[O2013-5554]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 11.38 which restricted the issuance of additional package goods licenses on West 35th Street, from South Wood Street to South Damen Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN QUINN (13th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR CHICAGO REHABILITATION SERVICES, INC.

[O2013-5718]

A proposed ordinance to grant permission and authority to Chicago Rehabilitation Services, Inc. to maintain and use one sign at 6314 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Falco's Pizza -- to maintain and use four awnings at 2806 West 40th Place;
[O2013-5619]

Perez, Inc. -- to maintain and use one awning at 4129 South Archer Avenue;
[O2013-5620]

Submarine Port, Inc. -- to maintain and use one sign at 2759 West 51st Street; and
[O2013-5720]

Town & Country Liquors -- to maintain and use one sign at 2944 West 47th Street.
[O2013-5722]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 4100 W. ANN LURIE PL.

Also, five proposed orders directing the Commissioner of Buildings to issue permits to Landmark Sign Group to install signs/signboards at 4100 West Ann Lurie Place, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard measuring 110 square feet (Application Number 100496806);
[Or2013-450]

one sign/signboard measuring 110 square feet (Application Number 100496807);
[Or2013-451]

one sign/signboard measuring 110 square feet (Application Number 100496808);
[Or2013-452]

one sign/signboard measuring 110 square feet (Application Number 100496809); and
[Or2013-453]

one sign/signboard measuring 195 square feet (Application Number 100496804).
[Or2013-449]

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN BURNS (4th Ward):

Referred -- CALL FOR PUBLIC HEARING REGARDING USE OF PAYROLL CARDS BY CHICAGO EMPLOYERS.
[R2013-690]

A proposed resolution inviting Chicago employers who pay employee wages using payroll cards and financial institutions that issue payroll cards to testify before the Committee on Finance regarding the use and fees associated with such payroll cards, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN BALCER (11th Ward):

Referred -- CALL FOR HEARING ON COMPLETING AUTHENTICATION STEPS TO USE INTEGRATED PUBLIC ALERT AND WARNING SYSTEM.
[Or2013-497]

A proposed order calling on the Superintendent of the Department of Police and the Executive Director of the Office of Emergency Management and Communications to complete the necessary authentication steps to use the Integrated Public Alert and Warning System (IPAWS) and for representatives from the Department of Police and the Office of Emergency Management and Communications to testify before the Committee on Public Safety on the status of completing said authentication steps, which was *Referred to the Committee on Public Safety.*

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN REILLY (42nd Ward):

Referred -- AMENDMENT OF SECTION 10-40-260 OF MUNICIPAL CODE BY REQUIRING VESSELS OPERATING UPON LAKE MICHIGAN TO BE EQUIPPED WITH MARINE VHF RADIO.

[O2013-5568]

A proposed ordinance to amend Title 10, Chapter 40, Section 260 of the Municipal Code of Chicago requiring each vessel operating upon the waters of Lake Michigan or upon any waterway within the city to be equipped with a functioning Marine VHF radio, which was *Referred to the Committee on Public Safety.*

Presented By

ALDERMAN FOULKES (15th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

D's House -- to maintain and use one sign at 1708 West 63rd Street;

[O2013-5727]

De Arco's Pizza & Restaurant -- to maintain and use one awning at 2819 West 63rd Street;

[O2013-5623]

De Arco's Pizza & Restaurant -- to maintain and use one sign at 2819 West 63rd Street;

[O2013-5726]

El Gallo Oro -- to maintain and use one sign at 2952 West 63rd Street;

[O2013-5729]

O'Reilly Auto Parts Number 3379 -- to maintain and use one building projection adjacent to 6331 -- 6335 South Western Avenue;

[O2013-5731]

O'Reilly Auto Parts Number 3379 -- to maintain and use two signs at 6331 -- 6335 South Western Avenue; and

[O2013-5733]

Y S Coin Laundry -- to maintain and use one sign at 2905 West 63rd Street.

[O2013-5736]

Presented By

ALDERMAN THOMPSON (16th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Marquette Frame & Wheel, Inc. -- to maintain and use one sign at 2348 West 59th Street;

[O2013-5829]

Taste Disco & Steak House -- to maintain and use one awning at 6331 South Lowe Avenue;

[O2013-5624]

Taste Disco & Steak House -- to maintain and use one security camera adjacent to 6331 South Lowe Avenue;

[O2013-5833]

Taste Disco & Steak House -- to maintain and use one sign at 6331 South Lowe Avenue; and

[O2013-5741]

Christian Trejo -- to maintain and use one step adjacent to 4924 South Racine Avenue.

[O2013-5826]

Presented By

ALDERMAN LANE (18th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR EAGLE CLEANERS.

[O2013-5744]

A proposed ordinance to grant permission and authority to Eagle Cleaners to maintain and use one sign at 8341 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LANE (18th Ward) And
ALDERMAN THOMAS (17th Ward):

Referred -- STANDARDIZATION OF PORTION OF W. 71ST ST. AS "EMMETT TILL ROAD".

[O2013-5495]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West 71st Street, from South Kedzie Avenue to South Pulaski Road, as "Emmett Till Road", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LANE (18th Ward)
And OTHERS:

Referred -- CALL FOR PUBLIC HEARING ON NEWLY MANDATED STATE FIRE REGULATIONS FOR RESIDENTIAL HIGH-RISE BUILDINGS.

[R2013-688]

A proposed resolution, presented by Aldermen Lane, Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Burke, Foulkes, Thompson, Thomas, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Austin, Arena, Cappleman, Pawar, Osterman, Moore and Silverstein, calling on Illinois State Fire Marshal Larry Mataitis and all appropriate authorities to testify regarding the adoption of the National Fire Prevention Association Standard 101 Rules and Regulations by the Illinois General Assembly which mandates that sprinkler systems be installed in all residential high-rise buildings, including those constructed before 1975, which was *Referred to a Joint Committee comprised of the members of the Committee on Public Safety and the members of the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN O'SHEA (19th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Beverly Woods Restaurant -- to maintain and use one sign at 11532 South Western Avenue;
[O2013-5747]

Fox's Beverly Pub -- to maintain and use one sign at 9956 South Western Avenue; and
[O2013-5750]

Town Liquor/Armanetti -- to maintain and use one sign at 10000 South Western Avenue.
[O2013-5753]

Presented By

ALDERMAN COCHRAN (20th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Dulceria Alicia -- to maintain and use one awning at 1921 West 47th Street; and
[O2013-5625]

White Oak Properties Group -- to maintain and use one occupation of space adjacent to 5901 South Prairie Avenue.

[O2013-5755]

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR PROFESSIONAL STEREO & TV.

[O2013-5757]

A proposed ordinance to grant permission and authority to Professional Stereo & TV to maintain and use one sign at 9116 South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VETERANS NEW BEGINNINGS PARTNERSHIP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5555]

Also, a proposed ordinance to exempt Veterans New Beginnings Partnership from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8140 -- 8146 South Racine Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

El Chisme Restaurant -- to maintain and use one sign at 3344 West 26th Street;

[O2013-5760]

Home Run Inn -- to maintain and use one sign at 4254 West 31st Street; and
[O2013-5761]

Otis Properties LLC -- to maintain and use one sign at 3935 West 26th Street.
[O2013-5766]

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR LOOMIS FEDERAL SAVINGS.

[O2013-5769]

A proposed ordinance to grant permission and authority to Loomis Federal Savings to maintain and use one sign at 6350 West 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF ABRAM RAMOS GARCIA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5549]

Also, a proposed ordinance to exempt Abram Ramos Garcia from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5635 West 55th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- EXEMPTION OF SPARKY'S AUTO SERVICES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5547]

A proposed ordinance to exempt Sparky's Auto Services, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4722 West Harrison Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR CASA CAFE.

[O2013-5627]

A proposed ordinance to grant permission and authority to Casa Cafe to construct, install, maintain and use one awning at 2025 South Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SOLIS (25th Ward) And
ALDERMAN MORENO (1st Ward):

Referred -- CALL ON PRESIDENT BARACK OBAMA TO IMPOSE MORATORIUM ON DEPORTATION OF PARENTS WITH U.S. CITIZEN OR DREAM ACT ELIGIBLE CHILDREN.

[R2013-695]

A proposed resolution calling on President Barack Obama to stop the deportation of parents of U.S. citizen children or Dream Act eligible children pending ongoing deliberation in Congress and until a new bill is signed into law; to extend the deferment application process now offered to "dreamers", their parents and the parents of U.S. citizen children; and further, to provide a pathway to reunite deported individuals with their families.

Alderman Solis moved that the resolution be *Referred to the Committee on Human Relations*, but also requested, in light of the time-sensitive nature of the issue under consideration, that the City Council take a straw vote on the matter as an expression of the sentiments of the Body. The matter received a favorable viva voce vote.

Presented By

ALDERMAN MALDONADO (26th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Orlando Cruz -- to maintain and use two bay windows adjacent to 1656 North Kimball Avenue; and

[O2013-5770]

Migdalia's Caribbean -- to maintain and use two awnings at 3134 West North Avenue.

[O2013-5628]

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Fifteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Arkadia Apartments LLC -- to construct, install, maintain and use two tree grates adjacent to 763 -- 765 West Adams Street;

[O2013-5771]

Belly Q -- to construct, install, maintain and use two awnings at 1400 West Randolph Street;

[O2013-5631]

Belly Q -- to maintain and use two park benches adjacent to 1400 West Randolph Street;
[O2013-5773]

Cobra Lounge -- to construct, install, maintain and use three awnings at 235 North Ashland Avenue;
[O2013-5633]

Daniel J. Doolin -- to maintain and use one awning at 511 North Halsted Street;
[O2013-5636]

Florisculpture, Inc. -- to maintain and use two light fixtures adjacent to 1473 West Grand Avenue;
[O2013-5776]

Florisculpture, Inc. -- to maintain and use one step adjacent to 1473 West Grand Avenue;
[O2013-5778]

Green Beginnings LLC -- to maintain and use one handicap ramp adjacent to 1436 West Randolph Street;
[O2013-5779]

J.P. Graziano Grocery Company, Inc. -- to maintain and use one awning at 901 West Randolph Street;
[O2013-5640]

Jerusalem General Merchandise, Ltd. -- to maintain and use one sign at 749 North Ashland Avenue;
[O2013-5781]

Kai Sushi -- to maintain and use one awning at 1406 West Grand Avenue;
[O2013-5642]

La Fournette LLC -- to maintain and use one sign at 1547 North Wells Street;
[O2013-5783]

Vera -- to maintain and use one sign at 1023 West Lake Street;
[O2013-5784]

1K Fulton LLC -- to construct, install, maintain and use two caissons adjacent to 1000 West Fulton Market; and
[O2013-5789]

1K Fulton LLC -- to construct, install, maintain and use one catch basin adjacent to 1000 West Fulton Market.
[O2013-5786]

Referred -- GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Oon Restaurant -- 802 -- 804 West Randolph Street;

[O2013-5717]

West Loop Salumi -- 1111 West Randolph Street; and

[O2013-5719]

1154 Fulton Market -- 1154 West Fulton Market.

[O2013-5723]

Referred -- LONG TERM PUBLIC WAY EASEMENT AGREEMENT WITH SP5 WOOD K2 APARTMENTS LLC FOR EXISTING PEDESTRIAN OVERPASS AT N. UNION AVE. AND W. KINZIE ST.

[O2013-5542]

Also, a proposed ordinance authorizing the execution of a long term public way easement agreement with SP5 Wood K2 Apartments LLC for an existing pedestrian overpass to traverse between 365 North Halsted Street and 370 North Desplaines Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 1168 N. HALSTED ST.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Gracie Group LLC to install signs/signboards at 1168 North Halsted Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard measuring 674 square feet facing North Halsted Street; and

[Or2013-466]

one sign/signboard measuring 674 square feet facing West Division Street.

[Or2013-467]

Presented By

ALDERMAN BURNETT (27th Ward) And ALDERMAN SMITH (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO OLD TOWN REFINERY FOR SIDEWALK CAFE.

[O2013-5716]

A proposed ordinance to grant permission and authority to Old Town Refinery to maintain and use a portion of the public way adjacent to 1209 -- 1211 North Wells Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ERVIN (28th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR ALDI FOODS NO. 91.

[O2013-5790]

A proposed ordinance to grant permission and authority to Aldi Foods Number 91 to maintain and use one sign at 3835 West Madison Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GRAHAM (29th Ward):

Referred -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Two proposed orders authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

West Chicago Avenue, from North Parkside Avenue to North Waller Avenue -- to be known as "Alice Carter Avenue"; and

[Or2013-499]

West Madison Street, from North Waller Avenue to North Menard Avenue -- to be known as "Honorary Mary Smith Way".

[Or2013-498]

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING WITHIN CERTAIN AREAS OF 30TH WARD.

[O2013-5550]

A proposed ordinance to amend Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago to prohibit peddling in the area bounded by and including West Schubert Avenue, North Meade Avenue, both sides of West Wrightwood Avenue, and North Narragansett Avenue within 50 feet of the closest right-of-way line of West Wrightwood Avenue and North Narragansett Avenue; also, both sides of North Meade Avenue, between West Wrightwood Avenue and West Fullerton Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Elinor Hotel -- to maintain and use one canopy at 3216 North Cicero Avenue;

[O2013-5666]

Latin Grocery & Liquor, Inc. -- to maintain and use one sign at 3800 West North Avenue;

[O2013-5793]

Rosario's Hair Care Corporation -- to construct, install, maintain and use one awning at 5649 West Belmont Avenue; and

[O2013-5646]

Servicios Leyva Corporation -- to maintain and use one sign at 4118 West North Avenue. [O2013-5797]

Referred -- EXEMPTION OF ALL SAINTS ORTHODOX CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5551]

Also, a proposed ordinance to exempt All Saints Orthodox Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3401 North Milwaukee Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR VICKIE'S.

[O2013-5800]

A proposed ordinance to grant permission and authority to Vickie's to maintain and use one sign at 4201 West Fullerton Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN WAGUESPACK (32nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Fourteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Beyond Boutique -- to construct, install, maintain and use one awning at 1870 North Damen Avenue;
[O2013-5648]

Bucktown Athletic Club -- to maintain and use one siamese connection adjacent to 2040 West North Avenue;
[O2013-5806]

Club Lucky, Inc. -- to maintain and use two canopies at 1824 West Wabansia Avenue;
[O2013-5668]

Commonwealth -- to maintain and use two bay windows adjacent to 2000 West Roscoe Street;
[O2013-5808]

Commonwealth -- to maintain and use two canopies at 2000 West Roscoe Street;
[O2013-5669]

Delilah's -- to maintain and use one canopy at 2771 North Lincoln Avenue;
[O2013-5671]

Delilah's -- to maintain and use one sign at 2771 North Lincoln Avenue;
[O2013-5810]

Abraham Dushey/Jack Dushey -- to maintain and use one fire escape adjacent to 1611 North Sheffield Avenue;
[O2013-5803]

Euro Collision -- to maintain and use one sign at 1630 North Kingsbury Street;
[O2013-5814]

Father & Son Pizzeria Ltd. -- to maintain and use two awnings at 2475 North Milwaukee Avenue;
[O2013-5656]

Father & Son Pizzeria Ltd. -- to maintain and use one sign at 2475 North Milwaukee Avenue;
[O2013-5816]

Flour and Water -- to maintain and use one canopy at 2965 North Lincoln Avenue;
[O2013-5674]

Red Hen Bread -- to maintain and use one awning at 1623 North Milwaukee Avenue; and
[O2013-5650]

We'll Clean -- to maintain and use one sign at 2261 North Clybourn Avenue.
[O2013-5818]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN PUBLIC WAY FOR JERRY WALD.

[O2013-5630]

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 10, 2010 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 86855, which authorized grant of privilege to Jerry Wald by changing the name of the applicant from "Jerry Wald" to "Wolcoe LLC", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Amatos Pizza -- 953 West Willow Street;

[O2013-5724]

The Bentley Tavern -- 2834 North Southport Avenue; and

[O2013-5725]

O'Cha Thai Cuisine -- 2062 North Damen Avenue.

[O2013-5728]

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Christian Undertakers Services, Inc. -- 4011 North Albany Avenue; and

[O2013-5952]

Pathways in Education -- 3100 West Belmont Avenue.

[O2013-5954]

Presented By

ALDERMAN COLÓN (35th Ward) And ALDERMAN REBOYRAS (30th Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 35.6 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. BELMONT AVE.

[O2013-5553]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 35.6 which restricted the issuance of additional alcoholic liquor licenses on West Belmont Avenue, from North Central Park Avenue to North Lawndale Avenue, and on the south side of West Belmont Avenue, from North Lawndale Avenue to North Ridgeway Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN SPOSATO (36th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR ALLSTATE INSURANCE.

[O2013-5822]

A proposed ordinance to grant permission and authority to Allstate Insurance to maintain and use one sign at 2851 North Harlem Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR PUEBLO NUEVO.

[O2013-5841]

A proposed ordinance to grant permission and authority to Pueblo Nuevo to maintain and use one sign at 4342 North Central Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR MARTINO'S ITALIAN CUISINE & PIZZERIA, INC.

[O2013-5657]

A proposed ordinance to grant permission and authority to Martino's Italian Cuisine & Pizzeria, Inc. to maintain and use two awnings at 3431 West Peterson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO ANTOJITOS MAJICOS FOR SIDEWALK CAFE.

[O2013-5730]

Also, a proposed ordinance to grant permission and authority to Antojitos Majicos to maintain and use a portion of the public way adjacent to 3540 West Lawrence Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN P. O'CONNOR (40th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Juliana -- to maintain and use one sign at 3001 West Peterson Avenue;

[O2013-5843]

Oak Street Health -- to construct, install, maintain and use four light fixtures adjacent to 1541 West Devon Avenue;

[O2013-5845]

Sherry's Bar -- to maintain and use one awning at 5652 North Western Avenue; and
[O2013-5658]

Sherry's Bar -- to maintain and use one sign at 5652 North Western Avenue.
[O2013-5848]

Referred -- AMENDMENT OF GRANT OF PRIVILEGE TO STARBUCKS COFFEE NO. 2310 FOR SIDEWALK CAFE.
[O2013-5632]

Also, a proposed ordinance to amend an ordinance passed by the City Council on April 10, 2013 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago,* page 51664, which authorized a grant of privilege to Starbucks Coffee Number 2310 by increasing the sidewalk cafe area, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF FRIENDS WHOLESALE, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.
[O2013-5548]

Also, a proposed ordinance to exempt Friends Wholesale, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5400 North Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. O'CONNOR (41st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR SEAN MURPHY.
[O2013-5850]

A proposed ordinance to grant permission and authority to Sean Murphy to maintain and use occupation of space adjacent to 6959 North Tonty Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY W. FOSTER AVE., W. CARMEN AVE., N. NATCHEZ AVE. AND N. NAGLE AVE.

[O2013-5537]

Also, a proposed ordinance authorizing the vacation of the east/west 10 foot wide alley in the block bounded by West Foster Avenue, West Carmen Avenue, North Natchez Avenue and North Nagle Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Shaw Electric Sign Company to install signs/signboards at 7447 West Talcott Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard (Application Number 100499442); and

[Or2013-462]

one sign/signboard (Application Number 100499445).

[Or2013-458]

Presented By

ALDERMAN REILLY (42nd Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 42.5 THROUGH 42.28 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES WITHIN VARIOUS PORTIONS OF 42nd WARD.

[SO2013-5533]

A proposed substitute ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsections 42.5 through 42.28 to disallow the issuance of additional alcoholic liquor licenses on portions of various public ways within the 42nd Ward, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, 35 proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Ann & Robert H. Lurie Children's Hospital of Chicago -- to maintain and use earth retention system/10 micropiples adjacent to 225 East Chicago Avenue;
[O2013-5795]

Ann & Robert H. Lurie Children's Hospital of Chicago -- to maintain and use 67 soil anchors/ground retention systems adjacent to 225 East Chicago Avenue;
[O2013-5802]

Benny's Chophouse -- to maintain and use 10 planters adjacent to 444 North Wabash Avenue;
[O2013-5804]

The Bernardin -- to construct, install, maintain and use one canopy at 747 North Wabash Avenue;
[O2013-5682]

The Bernardin -- to maintain and use two signs at 747 North Wabash Avenue;
[O2013-5807]

Billy Goat Tavern & Grill -- to maintain and use one sign at 430 North Michigan Avenue;
[O2013-5811]

Blackwood BBQ -- to construct, install, maintain and use two awnings at 305 -- 307 West Lake Street;
[O2013-5660]

Carlyn Berghoff Catering, Inc. -- to maintain and use two signs at 17 West Adams Street;
[O2013-5815]

Chipotle Mexican Grill -- to maintain and use one sign at 1166 North State Street;
[O2013-5823]

Chipotle Mexican Grill -- to maintain and use two signs at 233 -- 235 West Lake Street;
[O2013-5820]

Doc B's Fresh Kitchen -- to maintain and use one sign at 100 East Walton Street (Privilege Number 1105430);
[O2013-5830]

Doc B's Fresh Kitchen -- to maintain and use one sign at 100 East Walton Street (Privilege Number 1106628);

[O2013-5834]

East Bellevue LLC -- to construct, install, maintain and use six awnings at 21 East Bellevue Place;

[O2013-5663]

East Bellevue LLC -- to construct, install, maintain and use two canopies at 21 East Bellevue Place;

[O2013-5685]

Gallery Bar -- to maintain and use one sign at 738 North Clark Street;

[O2013-5837]

Hugo's Frog Bar -- to maintain and use two signs at 1024 North Rush Street;

[O2013-5840]

Intercontinental Hotel Chicago -- to maintain and use one pedestrian bridge at 505 North Michigan Avenue;

[O2013-5844]

Jewel Food Store Number 3368 -- to maintain and use 12 canopies at 550 North State Street;

[O2013-5687]

Macerich Management Company -- to maintain and use four light fixtures adjacent to 500 North Michigan Avenue;

[O2013-5847]

MB Financial Bank -- to construct, install, maintain and use one awning at 363 West Ontario Street;

[O2013-5664]

Mory's Ltd. -- to maintain and use one canopy at 806 North Rush Street;

[O2013-5688]

Mother Hubbards -- to maintain and use three awnings adjacent to 5 West Hubbard Street;

[O2013-5662]

Northwestern University -- to construct, install, maintain and use one manhole adjacent to 303 East Superior Street;

[O2013-5851]

Rehabilitation Institute of Chicago -- to construct, install, maintain and use 130 conduits adjacent to 630 North McClurg Court;

[O2013-5852]

Rehabilitation Institute of Chicago -- to construct, install, maintain and use two manholes adjacent to 630 North McClurg Court;

[O2013-5855]

Rehabilitation Institute of Chicago -- to construct, install, maintain and use three manholes adjacent 630 North McClurg Court;

[O2013-5856]

Rehabilitation Institute of Chicago -- to construct, install, maintain and use three water lines adjacent to 630 North McClurg Court;

[O2013-5857]

Rock Bottom Restaurant & Brewery/RB Grille -- to maintain and use one fire escape adjacent to 1 West Grand Avenue;

[O2013-5858]

Rock Bottom Restaurant & Brewery/RB Grille -- to maintain and use 24 light fixtures adjacent to 1 West Grand Avenue;

[O2013-5859]

Superior Liquor & Wine -- to maintain and use two signs adjacent to 750 North Clark Street;

[O2013-5861]

Tokyo Hotel -- to maintain and use one sign at 19 East Ohio Street;

[O2013-5862]

The Works North Loop, Inc. -- to maintain and use one awning at 201 North Clark Street;

[O2013-5659]

7-Eleven -- to maintain and use one awning at 2619 North Clark Street;

[O2013-5665]

111 North Canal LLC -- to maintain and use an elevated roadway/loading dock adjacent to 111 North Canal Street; and

[O2013-5865]

737 North Michigan Avenue Investors LLC -- to construct, install, maintain and use one canopy at 737 North Michigan Avenue.

[O2013-5690]

Referred -- AMENDMENT GRANT OF PRIVILEGE IN PUBLIC WAY FOR 747 CLARK LLC.

[O2013-5637]

Also, a proposed ordinance to amend an ordinance passed June 5, 2013 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 55188, which authorized a grant of privilege to 747 Clark LLC for balconies adjacent to 747 North Clark Street, by decreasing the number of balconies and compensation amount for said privilege, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF SOUTH DEARBORN LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5545]

Also, a proposed ordinance to exempt South Dearborn LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 1 South Dearborn Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE FOR SIDEWALK CAFES.

Also, four proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Allstars on Wells -- 205 West Wacker Drive;

[O2013-5732]

Burger Joint Chicago Bar & Grill LLC -- 500 West Madison Street;

[O2013-5735]

Dillman's Delicatessen -- 354 West Hubbard Street; and

[O2013-5739]

El Hefe -- 15 West Hubbard Street.

[O2013-5763]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 43 E. OHIO ST.

[Or2013-456]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to H.M. Witt & Company to install a sign/signboard at 43 East Ohio Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN SMITH (43rd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Allstate Insurance -- to maintain and use two signs at 521 West North Avenue;
[O2013-5751]

Ambassador House Condominium -- to construct, install, maintain and use two bollards adjacent to 1325 North State Parkway;
[O2013-5754]

Ambassador House Condominium -- to construct, install, maintain and use two irrigation systems adjacent to 1325 North State Parkway;
[O2013-5758]

Chipotle Mexican Grill -- to maintain and use three signs at 2256 North Orchard Street;
[O2013-5759]

Dominick's Finer Foods, Inc. Number 1695 -- to maintain and use 21 awnings at 959 West Fullerton Avenue;
[O2013-5667]

Ja' Grill -- to maintain and use one sign at 1008 West Armitage Avenue;
[O2013-5762]

Pizza Capri -- to maintain and use one sign at 1733 North Halsted Street; and
[O2013-5765]

Ringo -- to maintain and use one sign at 2507 North Lincoln Avenue.

[O2013-5768]

Referred -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege on the public way to the applicants listed, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Lincoln Park Chamber of Commerce (*Journal of the Proceedings of the City Council of the City of Chicago*, May 8, 2013, page 53063) by changing the address for said privilege from: "2262 North Clark Street" to: "2662 North Clark Street"; and

[O2013-5639]

Public Chicago (*Journal of the Proceedings of the City Council of the City of Chicago*, May 8, 2013, page 53153) by modifying the dimensions for said privilege.

[O2013-5635]

Referred -- GRANT OF PRIVILEGE TO SAIMAI THAI RESTAURANT FOR SIDEWALK CAFE.

[O2013-5743]

Also, a proposed ordinance to grant permission and authority to Saimai Thai Restaurant to maintain and use a portion of the public way adjacent to 338 West Armitage Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2001 N. CLYBOURN AVE.

[O2013-5530]

Also, a proposed ordinance directing the Commissioner of Buildings to issue a permit to Van Bruggen Signs, Inc. to install a sign/signboard at 2001 North Clybourn Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN TUNNEY (44th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Ann Sather Restaurant -- to maintain and use two signs at 909 West Belmont Avenue;
[O2013-5772]

El Mercado Food Mart -- to maintain and use one awning at 3767 North Southport Avenue;
[O2013-5670]

Frog N Snail -- to maintain and use one sign at 3124 North Broadway;
[O2013-5774]

Full Shilling -- to maintain and use two canopies at 3724 North Clark Street;
[O2013-5694]

Full Shilling -- to maintain and use one sign at 3724 North Clark Street;
[O2013-5775]

Lululemon Athletica -- to maintain and use one sign at 3556 North Southport Avenue; and
[O2013-5777]

XSport Fitness -- to maintain and use 19 awnings at 3240 North Ashland Avenue.
[O2013-5672]

Referred -- EXEMPTION OF 3220 -- 3224 NORTH SOUTHPORT LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5556]

Also, a proposed ordinance to exempt 3220 -- 3224 North Southport LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3222 North Southport Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 919 W. NEWPORT AVE.

[O2013-463]

Also, a proposed order authorizing the Commissioners of Buildings, Environment and Fire, the Director of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for residential rehabilitation including tuck-pointing, rebuilding of chimneys and installation of a new cornice and front porch of a landmark building at 919 West Newport Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

Chesterfield Awning Company -- for one sign/signboard at 3664 North Clark Street; and [Or2013-457]

Outdoor Impact, Inc. -- for one sign/signboard at 3411 North Halsted Street. [Or2013-461]

Presented By

ALDERMAN ARENA (45th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR O'REILLY AUTO PARTS NO. 3371.

[O2013-5780]

A proposed ordinance to grant permission and authority to O'Reilly Auto Parts Number 3371 to maintain and use one sign at 4720 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN CAPPLEMAN (46th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR PANINO'S PIZZERIA.

[O2013-5782]

A proposed ordinance to grant permission and authority to Panino's Pizzeria to maintain and use three light fixtures adjacent to 3702 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MID-CITY PARKING, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2013-5557]

Also, a proposed ordinance to exempt Mid-City Parking, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4750 North Winthrop Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PAWAR (47th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.41 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. LINCOLN AVE.

[O2013-5534]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 47.41 which restricted the issuance of additional package goods licenses on North Lincoln Avenue, from West Berteau Avenue to West Montrose Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Bartoli's Pizzeria -- to construct, install, maintain and use one awning at 1955 West Addison Street;

[O2013-5673]

Bulerias, Inc. -- to maintain and use one sign at 3656 North Ashland Avenue;

[O2013-5785]

Prost Florist -- to maintain and use one sign at 2016 West Irving Park Road;

[O2013-5788]

Taqueria El Asadero Number 1 -- to maintain and use one awning at 2213 West Montrose Avenue; and

[O2013-5675]

The UPS Store Number 4569 -- to maintain and use one sign at 4044 North Lincoln Avenue.

[O2013-5791]

Referred -- GRANT OF PRIVILEGE TO LINCOLN SQUARE LANES, INC. FOR SIDEWALK CAFE.

[O2013-5746]

Also, a proposed ordinance to grant permission and authority to Lincoln Square Lanes, Inc. to maintain and use a portion of the public way adjacent to 4874 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Andersonville Wine & Spirits -- to maintain and use two signs at 5201 North Clark Street; [O2013-5801]

Big Jones -- to maintain and use one sign at 5347 North Clark Street; [O2013-5805]

Gordono Pharmacy, Inc. -- to maintain and use four signs at 5501 North Clark Street; [O2013-5813]

JB's Deli, Inc. -- to maintain and use two signs at 5501 North Clark Street; [O2013-5817]

North Broadway Dental -- to maintain and use one sign at 5852 North Broadway; and [O2013-5819]

O'Reilly Auto Parts Number 3370 -- to maintain and use one sign at 5227 North Broadway. [O2013-5821]

Referred -- EXEMPTION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt from the physical barrier requirement pertaining to alley accessibility for the parking facilities at the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

5427 -- 5439 North Broadway; and [O2013-5543]

5009 North Sheridan Road. [O2013-5546]

Referred -- GRANT OF PRIVILEGE TO PATIO BEEF FOR SIDEWALK CAFE.

[O2013-5749]

Also, a proposed ordinance to grant permission and authority to Patio Beef to maintain and use a portion of the public way adjacent to 6022 North Broadway for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- VACATION OF PORTIONS OF N. KENMORE AVE.

Also, two proposed ordinances authorizing the vacation of portions of North Kenmore Avenue, which were *Referred to the Committee on Transportation and Public Way,* as follows:

in the area bounded by West Rosemont Avenue, North Sheridan Road, West Sheridan Road and North Winthrop Avenue; and

[O2013-5539]

in the area bounded by North Winthrop Avenue, West Sheridan Road and North Sheridan Road.

[O2013-5540]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5300 N. BROADWAY.

[Or2013-460]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to TFA Signs to install a sign/signboard at 5300 North Broadway, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

La Choza Mexican Grill -- to maintain and use two signs at 7022 North Clark Street; and
[O2013-5828]

Rogers Park Fruit Market -- to maintain and use three awnings at 7401 North Clark Street.
[O2013-5678]

Presented By

ALDERMAN SILVERSTEIN (50th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Family Dollar Number 5478 -- to maintain and use two signs at 6240 North Western Avenue;
[O2013-5831]

Patel Brothers -- to maintain and use two awnings at 2610 West Devon Avenue; and
[O2013-5677]

Pita Xpress Grill -- to construct, install, maintain and use one awning at 2537 -- 2539 West Devon Avenue.
[O2013-5681]

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN FIORETTI (2nd Ward): [O2013-5997]

Hall, Eleanor R.

Jackson, Geraldine

Matusoff, Donald

Palvisan, Josephine

Perkins, Barbara A.

Powell, Caryl

Shearn, Robert B.

BY ALDERMAN DOWELL (3rd Ward): [O2013-5898]

Lewis, Dwight

BY ALDERMAN BURNS (4th Ward): [O2013-5999]

Clark, Beatrice S.

Kelley, Ollie P.

Lampkins, Judith A.

BY ALDERMAN HAIRSTON (5th Ward): [O2013-6000]

Altamero, Tomas L., Jr.

Davidson, Flogell

Hall, Eleanor R.

Jenkins, Marquerite

Krell, Eugene E.

Parish, Mary L.

Perkins, Barbara A.

Sere, Charlotte E.

Seligman, Joan

Ulinski, Mary

BY ALDERMAN HARRIS (8th Ward): [O2013-6001]

Fortenberry, Donnelle M.

BY ALDERMAN GRAHAM (29th Ward): [O2013-6002]

Brandon, James L.

Shirley, Katherine J.

BY ALDERMAN WAGUESPACK (32nd Ward): [O2013-6003]

Czerniuk, Wasylyna

BY ALDERMAN CULLERTON (38th Ward): [O2013-6004]

Cullerton, Denise A.

Forliano, Lawrence

Hawrych, Maria

Mc Elderry, Marie L.

Naughton, James E.

Roeska, Patricia

Wierzbicki, Ted

BY ALDERMAN LAURINO (39th Ward): [O2013-6005]

Ahn, Soonae

Swenson, Bill

BY ALDERMAN P. O'CONNOR (40th Ward): [O2013-6006]

Achim, Cornelia
Baron, Freda
Bowes, Janice
Bowes, Malcolm
Bradley, Elaine
Cabzan, Pavel

Chung, Hung Thu
Co, Grace
Coarda, Vasile
Coarda, Floares
Conrad, Phillip W.
Dawson, Kathleen
Fico-Thomas, Constance
Lam, Rebecca S.W.

Lau, Annette
Mei, Shi Mon
Nguyen, Qui Ngoz
O'Donnell, David
Pauser, George
Prucher, Richard C.

Rodriguez, Luis
Russell, Sharon L.
Stepkin, Kay
Tafel, Linda S.
Tobar, Juan M.
Tran, Thanh Van
Truong, Mau H.

BY ALDERMAN M. O'CONNOR (41st Ward): [O2013-6007]

Jarvis, John M.

BY ALDERMAN REILLY (42nd Ward): [O2013-6008]

Brestow, Julian
Bryant, Carol
Coupland, Kathleen
Gerber, David
Hansen, James
Jayne, Judy
Manning, Fredrick

Mohan, James
Panozzo, Diane
Pollay, Richard
Sandy, John
Shore, Jack
Zigich, Daniel

BY ALDERMAN SMITH (43rd Ward): [O2013-6009]

Balfour, Tain

Brave, Jacqueline C.

Crotty, Karen

Dayron, Betty

Gill, Arlene

Gillespie, Kathleen

Glickman, Dianne C.

Koschik, Michael G.

Lahey, Gerald F.

Melchior, Helen H.

Najberg, Beth

Reicin, Judith

Sanida, Charles

Schindler, Susan J.

Toomey, Timothy C.

BY ALDERMAN TUNNEY (44th Ward): [O2013-6010]

Bole, Renee F.

Bowden, Nicholas

Enriquez, Jo Ann

Gentis, Ken

Kuhlman, George

Schneider, Frank L.

Schnell, Rosmary J.

Spreyer, Abigail K.

Stack, Doris

Staley, Donald F.

Steffen, Rosemarie

Wukitsch, Sheila

Wolf, James

BY ALDERMAN ARENA (45th Ward): [O2013-6011]

Konsewicz, Teresa

Kostaras, Gus

Oehler, James and Margaret

Wilheim, Franz

BY ALDERMAN OSTERMAN (48th Ward): [O2013-6012]

Gumucio, Susana E.

Hirsch, Arlene Gloria

Klement, Nesia

Merza, John G.

Neiman, Eugene

BY ALDERMAN MOORE (49th Ward): [O2013-6013]

Boghard, Carl

BY ALDERMAN SILVERSTEIN (50th Ward): [O2014-6014]

Fiddler, Sylvia

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (June 26, 2013)
(Regular Meeting)

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, June 26, 2013 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.*

JOURNAL (July 17, 2013)
(Special Meeting)

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 special meeting held on Wednesday July 17, 2013 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.

Rules Suspended -- DESIGNATION OF NEW PRESIDENT PRO TEMPORE AND AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE BY REASSIGNMENT OF CHAIRMEN, VICE-CHAIRMEN AND MEMBERS OF STANDING COMMITTEES FOR 2011 -- 2015 TERM.

[R2013-692]

Alderman Burke moved to *Suspend the Rules Temporarily* for immediate consideration of a proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

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

SECTION 1. The resolution identifying the Chairmen, Vice-Chairmen, and members of standing committees of the City Council of the City of Chicago for the 2011 -- 2015 term is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

1. COMMITTEE ON AVIATION.

Zalewski (Chairman), ~~Reboyras~~ M. O'Connor (Vice-Chairman), Fioretti, Dowell, Balcer, Quinn, Burke, Thompson, Cochran, Brookins, Solis, Maldonado, Reboyras, Suarez, Mitts, Cullerton, P. O'Connor, ~~M. O'Connor,~~ Arena.

2. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

Austin (Chairman), Reilly (Vice-Chairman), Dowell, Hairston, Harris, Beale, Pope, Balcer, Cárdenas, Burke, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, ~~Mell,~~ Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Tunney, Cappleman, Moore.

3. COMMITTEE ON COMMITTEES, RULES AND ETHICS.

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

4. COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

Tunney (Chairman), Hairston (Vice-Chairman), Moreno, Holmes, Foulkes, Lane, Cochran, Zalewski, Chandler, Maldonado, Ervin, Colón, Mitts, Cullerton, Smith, Arena, Pawar.

5. COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

Thomas (Chairman), Colón (Vice-Chairman), Moreno, Dowell, Sawyer, Beale,Cárdenas, O'Shea, Muñoz, Solis, Maldonado, Burnett, Ervin, Waguespack, ~~Laurino,~~ Mell, P. O'Connor, M. O'Connor, Osterman.

6. COMMITTEE ON FINANCE.

Burke (Chairman), P. O'Connor (Vice-Chairman), Moreno, Dowell, Burns, Hairston, Harris, Beale, Pope, Balcer,Cárdenas, Quinn, Foulkes, Thompson, Thomas, Lane, Cochran, Brookins, Muñoz, Zalewski, Solis, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, ~~Mell,~~ Austin, Colón, Mitts, Laurino, Reilly, Tunney, Osterman, Moore.

7. COMMITTEE ON HEALTH AND ENVIRONMENTAL PROTECTION.

Cárdenas (Chairman), ~~Thompson,~~ Maldonado (Vice-Chairman), Moreno, Fioretti, Dowell, Hairston, Holmes, ~~Harris,~~ Pope, Balcer, Thompson, Cochran, Zalewski, ~~Maldonado,~~ Burnett, Mell, Austin, Colón, Mitts, Tunney, Cappleman, Moore.

8. COMMITTEE ON HOUSING AND REAL ESTATE.

Suarez (Chairman), Dowell (Vice-Chairman), Burns, Holmes, Pope, Balcer, Cárdenas, Thompson, Lane, Chandler, Reboyras, Waguespack, ~~Mell,~~ Mell, Austin, Sposato, Cullerton, M. O'Connor, Cappleman.

9. COMMITTEE ON HUMAN RELATIONS.

~~Moore~~ Reboyras (Chairman), ~~Maldonado~~ Ervin (Vice-Chairman), Sawyer, Holmes, Pope, Foulkes, Thompson, Thomas, Muñoz, Chandler, Solis, Maldonado, Waguespack, Colón, Smith, Moore.

10. COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

Mitts (Chairman), ~~Reboyras~~ Thompson (Vice-Chairman), Moreno, Fioretti, Sawyer, Cárdenas, Quinn, O'Shea, Cochran, Chandler, Graham, Reboyras, Sposato, M. O'Connor, Tunney, Arena, Cappleman, Silverstein.

11. COMMITTEE ON PUBLIC SAFETY.

Balcer (Chairman), Cochran (Vice-Chairman), Holmes, Harris, Beale, Pope, Burke, Lane, O'Shea, Solis, Burnett, Reboyras, Austin, Sposato, Mitts, M. O'Connor, Pawar, Osterman, Silverstein.

12. COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

~~Burnett~~ Moore (Chairman), Lane (Vice-Chairman), Moreno, Fioretti, Hairston, Sawyer, ~~Harris,~~ Quinn, Foulkes, Thomas, Brookins, Burnett, Graham, Waguespack, Mell, Sposato, Smith, Arena, Pawar, Silverstein.

13. COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

~~Laurino~~ Burnett (Chairman), Graham (Vice-Chairman), Burns, Sawyer, ~~Harris,~~ Balcer, Quinn, Brookins,Muñoz, Ervin, ~~Mell,~~ Mell, Colón, Mitts, Cappleman, Silverstein.

14. COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

Beale (Chairman), Pope (Vice-Chairman), Fioretti, Dowell, Burns, Holmes, Quinn, O'Shea, Maldonado, Ervin, Graham, ~~Reboyras,~~ Suarez, Mell, Cullerton, M. O'Connor, Reilly, Smith.

15. COMMITTEE ON WORKFORCE DEVELOPMENT AND AUDIT.

P. O'Connor (Chairman), ~~Harris~~ Moreno (Vice-Chairman), Burns, Harris, Beale, Burke, Thomas, Brookins, Zalewski, Solis, Suarez, ~~Mell,~~ Austin, Colón, Mitts, Laurino, Reilly, Smith, Tunney, Silverstein.

16. COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

Solis (Chairman), Brookins (Vice-Chairman), Fioretti, Harris, Burke, Foulkes, Thomas, Burnett, Graham, Suarez, ~~Mell,~~ Austin, Colón, Cullerton, Laurino, Reilly, Tunney, Cappleman, Pawar.

SECTION 2. The City Council hereby accepts the resignation of Alderman Michelle Harris from her position of President Pro Tempore of the City Council of the City of Chicago for the 2011 -- 2015 term.

SECTION 3. Alderman Margaret Laurino is elected President Pro Tempore of the City Council of the City of Chicago for the remainder of the 2011 -- 2015 term, effective immediately.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, Alderman Harris exchanged the gavel to newly elevated President Pro Tempore, Alderman Laurino.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Family members of the Honorable Deborah L. Mell, newly appointed Alderman of the 33rd Ward Alderman Deborah L. Mell: Richard Mell, father; Christin Baker, wife; Patricia Blagovich, sister; Annie Blagovich, niece; Carolyn Baker, mother-in-law;

Honorable Mary Colleen Roberts, Circuit Court Judge, Criminal Division of the Circuit Court of Cook County;

Captain Alfred Kiefer of Chicago Fire Department Battalion 5, Engine 55, accompanied by Chris Kiefer, wife; Ali Kiefer, daughter; and Chris Kiefer, mother;

Members of the 2013 Stanley Cup Champion Chicago Blackhawks Management: John F. McDonough, President and Chief Executive Officer; Jay Blunk, Executive Vice-President; Stan Bowman, Vice-President and General Manager; Norm Maciver, Assistant General Manager; and Chris Werner, Vice-President, Ticket Operations;

Sean R. Harris of 933rd Military Police Company of Illinois National Guard;

Representatives from Delta Sigma Theta Sorority, Inc. JoAnn Thomas Woods, Ph.D, President; and Flora E. Digby, Treasurer;

members of Evergreen Academy Middle School: Marian Strok, Principal; Safurat Giwa, Assistant Principal; teachers: Debra Polak, Carla Gurgone, Elizabeth Loerop, Michael Youngberg and Abel Mota; clerk, Sylvia Moreno; Local School Council members: Anna Espinosa, President, Suzanne Pletsch, Secretary; Ayn Arguello and Melissa Munoz; students: Alexis Berrios and Victoria Arguello;

Daniel A. Contreras, PFC, accompanied by his father Carlos Cintron; and mother, Francis Cintron.

Former 19th Ward Alderman Virginia Rugai.

Time Fixed For Next Succeeding Regular Meeting.

[O2013-6028]

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 twenty-fourth (24th) day of July, 2013, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eleventh (11th) day of September, 2013, 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, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

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 Wednesday, September 11, 2013 at 10:00 A.M. in the Council Chamber in City Hall.

Susana A. Mendoza

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, July 24, 2013

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# of the
CITY COUNCIL
# of the
CITY of CHICAGO, ILLINOIS

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Journal Corrections
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Streets
Tag Days
Tax Increment Financing Districts
Traffic
Tributes
United States Government
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
Blvd	Boulevard
Bro.	Brother

C

Capt.	Captain
Card.	Cardinal
CCL	Concealed Carry License
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CFP	Chicago Firearm Permit
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col	Colonel
Com.	Committee/Community
Comdr.	Commander

C

Coml.	Commercial
Comm.	Commerce/Commission
Comr.	Commissioner
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

DARLEP	Digital Automated Red Light Enforcement Program
d.b.a.	Doing Business As
Deferred	Action Deferred
deg.	Degree(s)
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
Fahr.	Fahrenheit
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter

Abbreviations And Acronyms

F

Filed	Placed on File
FOID	Firearm Owner's Identification Card
Fr.	Father
ft.	feet
f.k.a.	formerly known as

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

M

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
NFP	Not-for-profit corporation
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

Abbreviations And Acronyms

Q

Q1	1st Quarter (Jan – Mar)
Q2	2nd Quarter (Apr – Jun)
Q3	3rd Quarter (Jul – Sep)
Q4	4th Quarter (Oct – Dec)

S

S	South
SBIF	Small Business Improvement Fund
St.	Saint
Sch.	School
Sgt.	Sergeant
SFC.	Sergeant First Class
Sist.	Sister
Soc.	Society
Sq.	Square
Sr.	Senior
SSA	Special Service Area
SSgt.	Staff Sergeant
St	Street
Subdiv.	Subdivision
Supt.	Superintendent

T

Terr	Terrace
thru	through
TIF	Tax Increment Financing
Trans.	Transportation

U

Univ.	University
U.S.	United States
u.t.a.	Under trust agreement
Util.	Utility

V

v	versus (against)
Veh.	Vehicle

W

W	West

Y

YMCA	Young Men's Christian Association
YWCA	Young Women's Christian Association

Zoning Districts

B	Business
BPD	Business Planned Development
C	Commercial
CPD	Commercial Planned Development
DC	Downtown Core
DX	Downtown Mixed-Use
DR	Downtown Residential
DS	Downtown Service
M	Manufacturing
PD	Planned Development
PMD	Planned Manufacturing
POS	Parks and Open Space
R	Residential
RM	Residential Multi-Unit
RPD	Residential Planned Development
RS	Residential Single Unit (Detached House)
RT	Residential Two-Flat, Townhouse and Multi-Unit
SD	Special Character Overlay

AGREEMENTS

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AGREEMENTS

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AGREEMENTS

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[illegible]

Introduced - Mayor [illegible]

Referred [illegible] [illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

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Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

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Introduced - Mayor [illegible]

Referred [illegible] [illegible]

[illegible]

Introduced [illegible]

Referred [illegible] Transportation

AGREEMENTS

Redevelopment

[illegible]

Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [illegible] Finance

Passed [illegible]

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Introduced - Mayor [illegible]

Referred [illegible] Finance

ALLEY

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Referred [illegible] Transportation

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ALLEY

Improvements

[illegible]

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Referred [C.J.p. [illegible]] Transportation

Passed [C.J.p. [illegible]]

[illegible]

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Referred [C.J.p. [illegible]] Transportation

Passed [C.J.p. [illegible]]

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Referred [C.J.p. [illegible]] Transportation

Passed [C.J.p. [illegible]]

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[illegible] [illegible]

Referred [C.J.p. [illegible]] Transportation

Vacation

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] Transportation

APPOINTMENTS

[illegible]

[illegible] Members

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

Approved [C.J.p. [illegible]]

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Budget

APPOINTMENTS

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] [illegible]

[illegible]

[illegible] Members

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

Approved [C.J.p. [illegible]]

[illegible]

Chicago Park District Commissioner

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Special Events

[illegible]

[illegible] Member

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

Approved [C.J.p. [illegible]]

[illegible]

[illegible] Members

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] Members

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] Members

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] Member

Emanuel, Mayor [illegible]

Referred [C.J.p. [illegible]] Finance

Approved [C.J.p. [illegible]]

APPOINTMENTS

[illegible]

Chicago Park District Commissioner

Introduced: Mayor [illegible]

Referred [illegible] Special Events

[illegible]

[illegible] Commission S.S.A. No. 2[illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

Approved [C.J.p. illegible]

[illegible]

Uptown Commission S.S.A. No. [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

[illegible]

[illegible] Commission S.S.A. No. [illegible] Member(s)

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

[illegible]

Board of [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] [illegible]

[illegible]

South Shore Exchange Commission S.S.A. No. [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

[illegible]

Michigan Avenue [illegible] Commission S.S.A. No. [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

Approved [C.J.p. illegible]

[illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Budget

Approved [C.J.p. illegible]

APPOINTMENTS

[illegible]

[illegible] Commission S.S.A. No. [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

Approved [C.J.p. illegible]

[illegible]

[illegible] Commission S.S.A. No. [illegible] Member(s)

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] [illegible]

Approved [C.J.p. illegible]

[illegible]

West Town Commission S.S.A. No. [illegible] Member

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

Approved [C.J.p. illegible]

BONDS & BOND ISSUES

[illegible] and [illegible] Revenue Bonds

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Finance

BUDGET & APPROPRIATIONS

[illegible]

Year 20[illegible]

Department of [illegible] Management [illegible] Management

[illegible]

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Budget

Passed [C.J.p. illegible]

[illegible]

Chicago Department of Transportation

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Budget

Passed [C.J.p. illegible]

[illegible]

Chicago Public Library

Introduced: Mayor [illegible]

Referred [C.J.p. illegible] Budget

OFFICE OF THE CITY CLERK

6 CITY COUNCIL LEGISLATIVE INDEX Date: [illegible]

BUDGET & APPROPRIATIONS

[illegible]

[illegible]

Amendment

[illegible]

Ordinance, Mayor [illegible]

Referred [illegible] Budget

Passed [illegible]

CITY COUNCIL

Alderman

Appointments

[illegible]

[illegible]

Ordinance, Mayor [illegible]

Approved [illegible]

Regular Meetings

[illegible]

[illegible]

Passed [illegible]

Standing Committees

[illegible]

[illegible]

[illegible]

Adopted [illegible]

CITY DEPARTMENTS/AGENCIES

Emergency Management & Communications

[illegible]

[illegible]

Referred [illegible] Public Safety

Housing & Economic Development

[illegible]

[illegible]

Adopted [illegible]

Police

[illegible]

[illegible]

Referred [illegible] Public Safety

CITY DEPARTMENTS/AGENCIES

Transportation

[illegible]

[illegible]

Adopted [illegible]

CLAIMS

Condominium Refuse Rebate

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

Damage to Property

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

[illegible]

[illegible]

Referred [illegible] Finance

CLAIMS

Damage to Property

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

Damage to Vehicle

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

CLAIMS

Damage to Vehicle

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

CLAIMS

Damage to Vehicle

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

CLAIMS

Damage to Vehicle

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

[illegible]

City Clerk transmitting, CL2013-[illegible]

Referred [CL Jnl. 5/22/13] Finance

CLAIMS

Damage to Vehicle
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
Damage to Vehicle - Pothole
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance

CLAIMS

Damage to Vehicle - Pothole
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance
[illegible]
City Clerk transmitted by: [illegible]
Referred [illegible] Finance

CLAIMS

Damage to Vehicle/Pothole

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

CLAIMS

Damage to Vehicle/Pothole

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

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City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted to [illegible]
Referred [illegible] Finance

CLAIMS

[illegible]

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

CLAIMS

[illegible]

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]
City Clerk transmitted by [illegible]
Referred [illegible] Finance

[illegible]

[illegible]

[illegible]
[illegible]
Passed [illegible]

[illegible]

[illegible]
[illegible]
Passed [illegible]

[illegible]

[illegible]
[illegible]
Passed [illegible]

[illegible]

[illegible]
[illegible]
Passed [illegible]

[illegible]

[illegible]

[illegible]
Passed [illegible]

[illegible]
[illegible]
[illegible]
[illegible]

COMMENDATIONS & DECLARATIONS

[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]

COMMENDATIONS & DECLARATIONS

[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]
[illegible]
[illegible]
[illegible] [illegible]
Adopted [illegible]

COMMENDATIONS & DECLARATIONS

Evergreen Academy Middle School

Congratulations extended on their recognition by National Forum to Accelerate Middle Grades Reform as [illegible] for years 2012-2015

Cardenas 12 [illegible]

Adopted [illegible]

[illegible]

Retirement as general superintendent of Department of Transportation

Pope 10 [illegible]

Adopted [illegible]

[illegible]

Recognized and thanked for 33 years of service as [illegible] Church

[illegible] 34 [illegible]

Adopted [illegible]

[illegible]

100th anniversary

[illegible]

Adopted [illegible]

[illegible]

[illegible] years of service as [illegible]

[illegible] 14 [illegible]

Adopted [illegible]

[illegible]

50th anniversary

[illegible] 44 [illegible]

Adopted [illegible]

[illegible]

[illegible] 2013 [illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible] Mayor [illegible]

Adopted [illegible]

COMMENDATIONS & DECLARATIONS

[illegible]

[illegible] 2013 [illegible]

[illegible] 14 [illegible]

Adopted [illegible]

[illegible]

[illegible] anniversary [illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible] anniversary

[illegible]

Adopted [illegible]

[illegible]

100th birthday

[illegible] 36 [illegible]

Adopted [illegible]

[illegible]

[illegible] anniversary

[illegible]

Adopted [illegible]

[illegible]

Congratulations extended on being named [illegible]

[illegible]

Adopted [illegible]

[illegible]

Congratulations extended on being named 2012 [illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible] 34 [illegible]

Adopted [illegible]

COMMENDATIONS & DECLARATIONS

Quinlan, Michael R.

[illegible] as Chairman of Board of Directors of Loyola University of Chicago [illegible] Michael R. Quinlan [illegible]

Burke (14) [illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

[illegible]

[illegible]

[illegible]

Adopted [illegible]

COMMENDATIONS & DECLARATIONS

[illegible]

[illegible]

[illegible]

Adopted [illegible]

COMMITTEE/PUBLIC HEARINGS

[illegible]

[illegible]

[illegible]

Referred [illegible]

[illegible]

[illegible]

[illegible]

Referred [illegible]

ENERGY/ENVIRONMENTAL ISSUES

[illegible]

[illegible]

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible]

[illegible]

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Special Events [illegible]

[illegible]

[illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Special Events [illegible]

FINANCE FUNDS

[illegible] Annuity and Benefit Fund of Chicago [illegible]

[illegible]

Referred [illegible] Finance

FINANCE FUNDS

Miscellaneous

[illegible]

Passed [illegible]

Referred [illegible] Rules

[illegible]

Commission on Human Relations

[illegible]

Passed [illegible]

HISTORICAL LANDMARKS

[illegible]

Referred [illegible] Zoning

Passed [illegible]

Referred [illegible] Zoning

ILLINOIS, STATE OF

[illegible]

Referred [illegible]

JOURNAL CORRECTIONS

[illegible]

Referred [illegible] Rules

LAWSUITS/SETTLEMENTS

[illegible]

Passed [illegible]

Passed [illegible]

Passed [illegible]

Passed [illegible]

MUNICIPAL CODE AMENDMENTS

[illegible]

Referred [illegible] Finance

Passed [illegible]

MUNICIPAL CODE AMENDMENTS

[illegible]

[illegible]

[illegible]

Sponsor: Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Sponsor: Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

[illegible]

Sponsor: Mayor [illegible]

Referred [illegible]

Passed [illegible]

[illegible]

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

4-60 Liquor Dealers

[illegible]

Referred [illegible] License

[illegible]

Referred [illegible] License

[illegible]

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MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

4-60 Liquor Dealers

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MUNICIPAL CODE AMENDMENTS

Title 4 Businesses, Occupations & Consumer Protection

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Title 4 Businesses, Occupations & Consumer Protection

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Referred [illegible] License

[illegible] Weapons

[illegible]

Finance, Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance, Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance, Mayor [illegible]

Referred [illegible] Public Safety

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Finance, Mayor [illegible]

Referred [illegible] Public Safety

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Finance, Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance, Mayor [illegible]

Referred [illegible] Public Safety

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Finance, Mayor [illegible]

Referred [illegible] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 4 Businesses, Occupations & Consumer Protection

Ch. 4-144 Weapons

[illegible]

Finance / Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance / Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance / Mayor [illegible]

Referred [illegible] Public Safety

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Finance / Mayor [illegible]

Referred [illegible] Public Safety

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Finance / Mayor [illegible]

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Referred [illegible] Public Safety

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Finance / Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Finance / Mayor [illegible]

Referred [illegible] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 4 Businesses, Occupations & Consumer Protection

Ch. 4-4 License Applications and Issuance Procedures

[illegible]

Finance / Mayor [illegible]

Referred [illegible] Public Safety

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Finance / Mayor [illegible]

Referred [illegible] Public Safety

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Finance / Mayor [illegible]

Referred [illegible] Public Safety

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Referred [illegible] License

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Referred [illegible] License

MUNICIPAL CODE AMENDMENTS

Title [illegible] [illegible]

[illegible] Ward Boundaries

Alderman [illegible] [illegible]

Referred [illegible] [illegible]

Passed [illegible]

Title 8 Offenses Affecting Public Peace, Morals & Welfare

Ch. 8-20 Weapons

8-20-[illegible] modifying definitions [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing possession of ammunition

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] firearms

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] [illegible] firearms & ammunition

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] requirement

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 8 Offenses Affecting Public Peace, Morals & Welfare

Ch. 8-20 Weapons

8-20-[illegible] deleting Section governing [illegible] application

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] and expiration

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing firearm [illegible] requirement

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing firearm [illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing firearm application fees

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] certificate

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing general provisions [illegible] certificate

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] firearm registration certificates

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] registration certificate

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

8-20-[illegible] deleting Section governing [illegible] registration certificates

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 8 Offenses Affecting Public Peace, Morals & Welfare

[illegible] Weapons

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

[illegible] Department [illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

[illegible] Weapons

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

MUNICIPAL CODE AMENDMENTS

Title 8 Offenses Affecting Public Peace, Morals & Welfare

[illegible] Weapons

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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Emanuel, Mayor [illegible]

Referred [illegible] Public Safety

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MUNICIPAL CODE AMENDMENTS

[illegible] Vehicles, Traffic & Rail Transportation

[illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

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Introduced: Mayor [illegible]

Referred [illegible] Public Safety

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Introduced: Mayor [illegible]

Referred [illegible] Public Safety

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Introduced: Mayor [illegible]

Referred [illegible] Public Safety

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[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

Title 10 Streets, Public Ways, Parks, Airports & Harbors

[illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

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Referred [illegible] Public Safety

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Referred [illegible] Zoning

Passed [illegible]

MUNICIPAL CODE AMENDMENTS

Title 15 Fire Prevention

[illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

[illegible] Hazardous Materials & Combustible [illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

Title 17 Chicago Zoning Ordinance

[illegible]

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Public Safety

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Zoning

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Introduced: Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Introduced: Mayor [illegible]

Referred [illegible] Zoning

MUNICIPAL CODE AMENDMENTS

Title 17 Chicago Zoning Ordinance

Ch. 17-4 Downtown Districts

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

[illegible] Amending Central Area Parking [illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

Passed [illegible]

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible]

Ch. 17-6 [illegible]

[illegible]

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Referred [illegible] Zoning

Passed [illegible]

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[illegible]

Referred [illegible] Zoning

Passed [illegible]

Ch. 17-8 Planned Developments

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

Passed [illegible]

MUNICIPAL CODE AMENDMENTS

Title 17 Chicago Zoning Ordinance

Ch. 17-8 Planned Development

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

Passed [illegible]

Ch. 17-10 Parking & Loading

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

Ch. 17-13 Review & Approval Procedures

[illegible]

Emanuel, Mayor [illegible]

Referred [illegible] Zoning

Ch. 17-15 [illegible]

[illegible]

[illegible]

Referred [illegible] Zoning

Passed [illegible]

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Referred [illegible] Zoning

Passed [illegible]

Ch. 17-17 [illegible]

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Emanuel, Mayor [illegible]

Referred [illegible]

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PARKING

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PARKING

Permit Parking

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PARKING

Permit Parking

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PARKING

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Referred [illegible] Pedestrian and Traffic Safety

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Referred [illegible] Pedestrian and Traffic Safety

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PARKING

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[illegible] N St Louis Ave

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PARKING

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PARKING

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Repeal

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Amend

[illegible] [illegible]

Referred [illegible] Pedestrian and Traffic Safety

Passed [illegible] [illegible]

PARKING

Loading/Standing/Tow Zones:

[illegible]

Repeal

Reilly, 42 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

[illegible]

Burnett, 27 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

Passed [illegible] [illegible]

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[illegible] [illegible]

Referred [illegible] Pedestrian and Traffic Safety

Passed [illegible] [illegible]

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Repeal

Reilly, 42 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

Passed [illegible] [illegible]

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Burnett, 27 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

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Reilly, 42 [illegible]

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Referred [illegible] Pedestrian and Traffic Safety

PARKING

Loading/Standing/Tow Zones:

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Burnett, 27 [illegible]

Referred Pedestrian and Traffic Safety

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Amend

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Repeal

Reilly, 42 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

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Repeal

Reilly, 42 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

[illegible]

Repeal

Reilly, 42 [illegible]

Referred [illegible] Pedestrian and Traffic Safety

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Referred [illegible] Pedestrian and Traffic Safety

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Referred [illegible] Pedestrian and Traffic Safety

PARKING

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PARKING

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PARKING

Residential Permit

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Amend
[illegible]
Referred [illegible] Pedestrian and Traffic Safety
Passed [illegible]

[illegible]
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Referred [illegible] Pedestrian and Traffic Safety
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PARKING

Residential Permit

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PARKING

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PERMITS/LICENSES/FEE EXEMPTIONS

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PERMITS/LICENSES/FEE EXEMPTIONS

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PERMITS/LICENSES/FEE EXEMPTIONS

Refund of Fees

Senior Citizen Sewer

Kuchman, George and [illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] Finance

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[illegible] James and Margaret [illegible]

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[illegible] [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] Finance

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Passed [C.J.p. [illegible]]

PROPERTY

Acquisition

[illegible]

[illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [C.J.p. [illegible]] Housing

Passed [C.J.p. [illegible]]

PROPERTY

Acquisition

Department of Water Management

[illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [C.J.p. [illegible]] Housing

Passed [C.J.p. [illegible]]

[illegible]

[illegible]

[illegible] Mayor [illegible]

Introduced - Mayor [illegible]

Referred [C.J.p. [illegible]] Housing

Passed [C.J.p. [illegible]]

[illegible]

[illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [C.J.p. [illegible]] Housing

Passed [C.J.p. [illegible]]

Lease

Registration

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] [illegible]

Passed [C.J.p. [illegible]]

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [C.J.p. [illegible]] [illegible]

Passed [C.J.p. [illegible]]

Sale

[illegible]

[illegible]

Introduced - Mayor [illegible]

Referred [C.J.p. [illegible]] Housing

OFFICE OF THE CITY CLERK

PROPERTY

Sale

[illegible]
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible] Marshfield Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible]
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible] W Van Buren St
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]

PROPERTY

Sale

[illegible] George L
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible] Marge
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible] LLC
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible] LLC
[illegible]
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]
[illegible]
[illegible] Ave
Emanuel (Mayor) [illegible]
Referred [illegible] Housing
Passed [illegible]

PROPERTY

Sale

[illegible]

[illegible]

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

[illegible]

[illegible]

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

Passed [illegible]

[illegible]

[illegible] Gladys Ave

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

Passed [illegible]

[illegible]

[illegible]

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

[illegible]

[illegible]

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

[illegible]

[illegible]

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

Transfer

[illegible]

Troubled Buildings Initiative and Micro Market Recovery Programs

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

Neighborhood Housing Services Redevelopment Corp

Troubled Buildings Initiative and Micro Market Recovery Programs

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

PROPERTY

Transfer

Neighborhood Housing Services Redevelopment Corp

Troubled Buildings Initiative and Micro Market Recovery Programs

Emanuel (Mayor) [illegible]

Referred [illegible] Housing

PUBLIC WAY USAGE

Awnings

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

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[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

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[illegible] [illegible]

Referred [illegible] Transportation

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Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

PUBLIC WAY USAGE

Awnings

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Referred [illegible] Transportation
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Referred [illegible] Transportation
Passed [illegible]
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
Passed [illegible]
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Referred [illegible] Transportation
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Referred [illegible] Transportation
Passed [illegible]
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Referred [illegible] Transportation

PUBLIC WAY USAGE

Awnings

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Referred [illegible] Transportation
Passed [illegible]
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation
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Referred [illegible] Transportation

PUBLIC WAY USAGE

Awnings

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PUBLIC WAY USAGE

Awnings

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PUBLIC WAY USAGE

Awnings

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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PUBLIC WAY USAGE

Awnings

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PUBLIC WAY USAGE

Awnings

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

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Referred [illegible] Transportation

Canopies

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Referred [illegible] Transportation

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Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

PUBLIC WAY USAGE

Canopies

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[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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Referred [illegible] Transportation

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

PUBLIC WAY USAGE

Canopies

[illegible] Pub & Restaurant
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible]
Brookins, Jr. [illegible]
Referred [illegible] Transportation

[illegible]
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[illegible] [illegible]
Referred [illegible] Transportation

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[illegible] [illegible]
Referred [illegible] Transportation

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[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible] Michigan Ave
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

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[illegible] [illegible]
Referred [illegible] Transportation

[illegible]
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Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible] Michigan Ave
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

PUBLIC WAY USAGE

Canopies

[illegible]
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

MB Financial Bank
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

Metropolitan Family Services
[illegible] Ave
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible] Ave
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation

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[illegible] [illegible]
Referred [illegible] Transportation

[illegible]
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

[illegible]
[illegible]
[illegible] [illegible]
Referred [illegible] Transportation
Passed [illegible]

PUBLIC WAY USAGE

[illegible]

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[illegible]

Referred [illegible] Transportation

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Referred [illegible] Transportation

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PUBLIC WAY USAGE

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Referred [illegible] Transportation

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Passed [illegible]

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Referred [illegible] Transportation

Passed [illegible]

PUBLIC WAY USAGE

Grants of Privilege

[illegible]

[illegible]

Amend

[illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

Sign

Burnett (27) [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible]

Sign

[illegible]

Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

Passed [illegible]

[illegible]

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Sign

[illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

Sign

[illegible]

Referred [illegible] Transportation

Passed [illegible]

PUBLIC WAY USAGE

Grants of Privilege

[illegible]

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Sign

[illegible]

Referred [illegible] Transportation

Passed [illegible]

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Sign

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Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

Passed [illegible]

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Referred [illegible] Transportation

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Sign

[illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

Banner

[illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

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[illegible]

Referred [illegible] Transportation

PUBLIC WAY USAGE

Grants of Privilege

[illegible]

[illegible] Rd

Sign

May [illegible] [illegible]

Referred [C.J.p. illegible] Transportation

Passed [C.J.p. illegible]

[illegible]

[illegible]

Sign

September [illegible] [illegible]

Referred [C.J.p. illegible] Transportation

[illegible]

[illegible] St

Sign

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible] Hospital of Chicago

[illegible] Ave

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

[illegible] Hospital of Chicago

[illegible] Ave

[illegible]

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

Passed [C.J.p. illegible]

[illegible]

[illegible] Ave

Sign

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

PUBLIC WAY USAGE

Grants of Privilege

[illegible] Cafe & Pizza

[illegible]

Light Fixture

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible] & Pizza

[illegible]

Sign

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible] & [illegible]

[illegible]

Building Projection

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

Passed [C.J.p. illegible]

[illegible]

[illegible] Ave

[illegible]

[illegible] [illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

[illegible]

[illegible]

[illegible]

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

Passed [C.J.p. illegible]

[illegible]

[illegible] Ave

[illegible]

[illegible] [illegible]

Referred [C.J.p. illegible] Transportation

PUBLIC WAY USAGE

Grant of Privilege

[illegible]

[illegible] Ave

Sign

[illegible]

Referred [illegible] Transportation

[illegible]

[illegible] Ave

Sign

[illegible]

Referred [illegible] Transportation

Big Bowl

[illegible]

Banner

[illegible]

Referred [illegible] Transportation

Passed [illegible]

Big Bowl

[illegible]

Sign

[illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

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Sign

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Referred [illegible] Transportation

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Sign

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Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible] Michigan Ave

Sign

[illegible]

Referred [illegible] Transportation

PUBLIC WAY USAGE

Grant of Privilege

[illegible]

[illegible] Madison St

Sign

[illegible]

Referred [illegible] Transportation

Passed [illegible]

[illegible]

[illegible] Ave

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Referred [illegible] Transportation

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Referred [illegible] Transportation

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Referred [illegible] Transportation

PUBLIC WAY USAGE

Grants of Privilege

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Light Fixture

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Referred [illegible] Transportation

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Grants of Privilege

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Referred [illegible] Transportation

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Light Fixture

[illegible]

Referred [illegible] Transportation

Passed [illegible]

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[illegible]
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Passed [illegible]

PUBLIC WAY USAGE

[illegible]

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

Sidewalk Cafes

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PUBLIC WAY USAGE

Sidewalk Cafes

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PUBLIC WAY USAGE

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PUBLIC WAY USAGE

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Passed [illegible]

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Referred [illegible] Transportation

Passed [illegible]

PUBLIC WAY USAGE

Sidewalk Cafes

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Referred [illegible] Transportation

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PUBLIC WAY USAGE

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Amend
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Passed [illegible]

SIGNS/SIGNBOARDS

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Passed [illegible]
[illegible]
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[illegible]
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SIGNS/SIGNBOARDS

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Passed [illegible]
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[illegible]
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Passed [illegible]

OFFICE OF THE CITY CLERK

CITY COUNCIL LEGISLATIVE INDEX

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Passed [illegible]

Zoning

[illegible]

SIGNS/SIGNBOARDS

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Date of Introduction Zoning
Passed [illegible]

Midwest Sign & Lighting
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SIGNS/SIGNBOARDS

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Passed [illegible]

Midwest Sign & Lighting Inc.
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Date of Introduction Zoning
Passed [illegible]

Midwest Sign & Lighting Inc.
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Midwest Sign & Lighting Inc.
[illegible] W Madison St
[illegible] [illegible]
Date of Introduction Zoning
Passed [illegible]

SIGNS/SIGNBOARDS

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1437 W Madison St
Permit 27 SO2013-[illegible]
Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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1437 W Madison St
Permit 27 SO2013-[illegible]
Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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Permit 27 SO2013-[illegible]
Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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Permit 27 SO2013-[illegible]
Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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Permit 27 SO2013-[illegible]
Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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Passed [C.J.p. [illegible]]

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Direct Introduction Zoning
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Permit 27 SO2013-[illegible]
Direct Introduction Zoning
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Passed [C.J.p. [illegible]]

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Permit 27 SO2013-[illegible]
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Passed [C.J.p. [illegible]]

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Direct Introduction Zoning
Passed [C.J.p. [illegible]]

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Passed [C.J.p. [illegible]]

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Passed [C.J.p. [illegible]]

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SIGNS/SIGNBOARDS

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SPECIAL SERVICE AREAS

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STREETS

Honorary Designations

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[illegible] Ave

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[illegible]

[illegible]

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Referred [illegible] Transportation

Passed [illegible]

[illegible] Ave

[illegible]

[illegible]

Referred [illegible] Transportation

STREETS

Vacation

Loyola University of Chicago

[illegible] Sheridan Rd [illegible]

[illegible] (48) [illegible]

Referred [illegible] Transportation

Loyola University of Chicago

[illegible]

[illegible] (48) [illegible]

Referred [illegible] Transportation

[illegible]

[illegible]

[illegible]

Referred [illegible] Transportation

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Passed [illegible]

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[illegible]

[illegible] Ave

[illegible]

Referred [illegible] Pedestrian and Traffic Safety

TAG DAYS

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Passed [illegible]

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Filed [illegible]

TAX INCREMENT FINANCING DISTRICTS

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TRAFFIC

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TRAFFIC

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TRAFFIC

Signs

[illegible]

TRAFFIC

Signs

[illegible]

OFFICE OF THE CITY CLERK

TRIBUTES

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TRIBUTES

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TRIBUTES

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Referred [illegible] [illegible]

ZONING RECLASSIFICATIONS

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ZONING RECLASSIFICATIONS

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ZONING RECLASSIFICATIONS

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App No. [illegible]
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Passed [illegible]

ZONING RECLASSIFICATIONS

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ZONING RECLASSIFICATIONS

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ZONING RECLASSIFICATIONS

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Mendoza, Clerk [illegible]

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App No. [illegible]

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App No. [illegible]

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App No. [illegible]

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[illegible] Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

ZONING RECLASSIFICATIONS

Map No. [illegible]

[illegible] Milwaukee Management Group LLC

[illegible] Milwaukee Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

Passed [illegible]

Map No. [illegible]

[illegible]

[illegible] Ave [illegible] Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

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[illegible] LLC

[illegible] Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

Map No. [illegible]

[illegible]

[illegible] Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

Map No. [illegible]

[illegible]

[illegible] Milwaukee Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

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Map No. [illegible]

[illegible]

[illegible] Ave

App No. [illegible]

Mendoza, Clerk [illegible]

Referred [illegible] Zoning

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ZONING RECLASSIFICATIONS

Map No. [illegible]

[illegible]

[illegible]

App No. [illegible]

[illegible] [illegible]

Referred [illegible] Zoning

Passed [illegible]

Map No. [illegible]

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App No. [illegible]

[illegible] [illegible]

Referred [illegible] Zoning

Passed [illegible]

Map No. [illegible]

[illegible]

[illegible]

App No. [illegible]

[illegible] [illegible]

Referred [illegible] Zoning

Passed [illegible]

Map No. [illegible]

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[illegible] [illegible]

Referred [illegible] Zoning

Map No. [illegible]

[illegible]

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[illegible] [illegible]

Referred [illegible] Zoning

Map No. [illegible]

[illegible]

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App No. [illegible]

[illegible] [illegible]

Referred [illegible] Zoning

Passed [illegible]

ZONING RECLASSIFICATIONS

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App No. [illegible]

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Referred [illegible] Zoning

Map No. [illegible]

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Referred [illegible] Zoning

[illegible]

[illegible]

App No. [illegible]

[illegible] [illegible]

Referred [illegible] Zoning